

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SabreMark Limited Partnership		05/09/2012	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	750 N. Saint Paul Place, Suite 1750		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 53			
Property Type	Number	Word Mark	
Registration Number:	2802729	AIRCREWS	
Registration Number:	2793367	AIRMAX	
Registration Number:	2705891	AIRSERV	
Registration Number:	2992516	ASSURED VANTAGE	
Registration Number:	3144516	CAR VISION	
Registration Number:	1608940	CREWPLAN	
Registration Number:	1937349	CREWQUAL	
Registration Number:	1670750	CREWTRAC	
Registration Number:	1779360	DIRECT CONNECT	
Registration Number:	1780617	DIRECT CONNECT	
Registration Number:	2672877	EMERGO	
Registration Number:	2942116	FLITETRAC	
Registration Number:	3905012	GET A HANDLE ON YOUR TRAVEL	
Registration Number:	3454345	HOTEL VISION	

TRADEMARK

Registration Number:	3095517	INTERNETVIEW
Registration Number:	3030176	JURNI
Registration Number:	3097953	JURNI CRUISE
Registration Number:	2990436	JURNI NETWORK
Registration Number:	3396096	MYFARES
Registration Number:	3246439	MYSABRE
Registration Number:	3219332	NETCHECK
Registration Number:	2594364	PLANET
Registration Number:	2766661	QIK
Registration Number:	1836581	SABER
Registration Number:	1219417	SABRE
Registration Number:	1817762	SABRE
Registration Number:	2732438	SABRE
Registration Number:	2675325	SABRE
Registration Number:	3046751	SABRE AIRLINE SOLUTIONS
Registration Number:	1838274	SABRE CRUISEDIRECTOR
Registration Number:	3184338	SABRE HOLDINGS
Registration Number:	3117840	SABRE HOLDINGS
Registration Number:	1838273	SABRE TOURGUIDE
Registration Number:	3088266	SABRE TRAVEL NETWORK
Registration Number:	1845422	SABRESUBSCRIBE
Registration Number:	3169390	SABRESONIC
Registration Number:	3779611	SERVICE360°
Registration Number:	3222874	SLOTMANAGER
Registration Number:	3175034	SMARTFLOW
Registration Number:	3110241	STREAMLINE
Registration Number:	3170773	SURROUND
Registration Number:	2277670	SYNXIS
Registration Number:	3274693	THE POWER BEHIND YOU
Registration Number:	3905013	TRIPCASE
Registration Number:	3336668	TRIPTAILOR
Registration Number:	2280673	TURBO SABRE
Registration Number:	3513240	VACATIONSTUDIO
Registration Number:	2520379	VIRTUALLY THERE
Registration Number:	3096796	VISTRIO

	3191467	WEBVIEW
Registration Number:	3185715	WISEVISION
Registration Number:	2614143	ALL-HOTELS
Registration Number:	4071408	SABRE RED

CORRESPONDENCE DATA

Fax Number: 2122253999

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: asinnenberg@cgsh.com

Correspondent Name: Andrew Sinnenberg c/o Cleary Gottlieb

Address Line 1: One Liberty Plaza

Address Line 4: New York, NEW YORK 10006

NAME OF SUBMITTER:	Andrew Sinnenberg
Signature:	/Andrew Sinnenberg/
Date:	05/11/2012

Total Attachments: 8

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**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 9, 2012, among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE INC. (the “**Company**”), the Subsidiary Guarantors (each of the foregoing, including the Company, a “**Grantor**”) and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (as defined below).

Reference is made to the Pledge and Security Agreement dated as of May 9, 2012 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Company, the Subsidiary Guarantors and Wells Fargo Bank, National Association as Collateral Agent. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article I of the Indenture also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”); provided that no security interest shall attach to any such Trademark Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and (b) all goodwill connected with the use of and symbolized thereby.

It is the intent of the parties that this Agreement grants a security interest in the Trademark Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor’s Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor’s obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral Agent shall reasonably cooperate with any

efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Representations and Warranties. Holdings and the Company jointly and severally represent and warrant, as to themselves and the other Grantors, to the Collateral Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

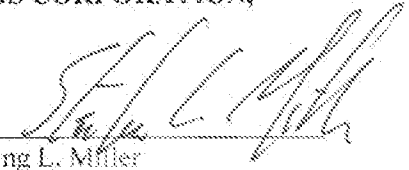
Section 6. Miscellaneous. The provisions of Article VII of the Security Agreement are hereby incorporated by reference.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

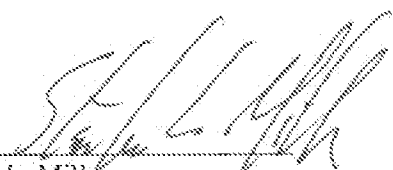
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

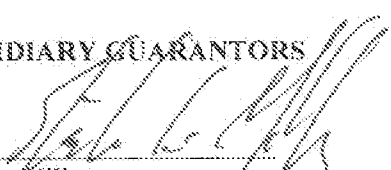
SABRE HOLDINGS CORPORATION,
as Holdings

By: 
Name: Sterling L. Miller
Title: Authorized Signatory

SABRE INC.,
as the Company

By: 
Name: Sterling L. Miller
Title: Authorized Signatory

**EACH OF THE SUBSIDIARY GUARANTORS
LISTED BELOW,**

By: 
Name: Sterling L. Miller
Title: Authorized Signatory

GETHERE INC.
GETTHERE L.P.
LASTMINUTE.COM HOLDINGS, INC.
LASTMINUTE.COM LLC
SABRE INTERNATIONAL NEWCO, INC.
SABRE INVESTMENTS, INC.
SABREMARK G.P., LLC
SABREMARK LIMITED PARTNERSHIP
SITE59.COM
SST FINANCE, INC.
SST HOLDING, INC.
TRAVELCITY HOLDINGS I, LLC
TRAVELCITY HOLDINGS, INC.
TRAVELCITY.COM LLC
TRAVELCITY.COM LP

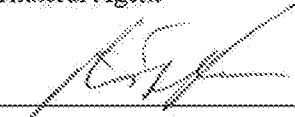
[Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____

Name:

Title:


Patrick T. Giordano
VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

**Schedule I to
Trademark Security Agreement (Short-Form)**

UNITED STATES Trademarks, Service Marks and Trademark Applications

MARK	SERIAL NO	REG NO	JURISDICTION	FILE DT	REG DT	OWNER
AIRCROWS	76/069,358	2,802,729	UNITED STATES	6/13/2000	1/6/2004	SabreMark Limited Partnership
AIRMAX	75/374,004	2,793,367	UNITED STATES	10/16/1997	12/16/2003	SabreMark Limited Partnership
AIRSERV	76/069,921	2,705,891	UNITED STATES	6/14/2000	4/15/2003	SabreMark Limited Partnership
ALL-HOTELS	76/129,524	2,614,143	UNITED STATES	9/15/2000	9/3/2002	All-Hotels Limited
ASSURED VANTAGE	78/452,076	2,992,516	UNITED STATES	7/16/2004	9/6/2005	SabreMark Limited Partnership
CAR VISION	78/585,556	3,144,516	UNITED STATES	3/11/2005	9/19/2006	SabreMark Limited Partnership
CLIENTBASE	75/026,314	2,308,150	UNITED STATES	12/1/1995	1/18/2000	Sabre Inc.
CREWPLAN	73/838,450	1,608,940	UNITED STATES	11/13/1989	8/7/1990	SabreMark Limited Partnership
CREWQUAL	74/619,784	1,937,349	UNITED STATES	1/10/1995	11/21/1995	SabreMark Limited Partnership
CREWTRAC	74/050,600	1,670,750	UNITED STATES	4/19/1990	12/31/1991	SabreMark Limited Partnership
DIRECT CONNECT	74/327,933	1,779,360	UNITED STATES	11/3/1992	6/29/1993	SabreMark Limited Partnership
DIRECT CONNECT	74/327,927	1,780,617	UNITED STATES	11/3/1992	7/6/1993	SabreMark Limited Partnership
DREAM MAPS	77/556,132	3,587,029	UNITED STATES	8/26/2008	3/10/2009	Travelocity.com LP
EMERGO	76/158,524	2,672,877	UNITED STATES	11/2/2000	1/7/2003	SabreMark Limited Partnership
EXPERIENCEFINDER	77/082,724	3,718,976	UNITED STATES	1/14/2007	12/1/2009	Travelocity.com LP
FAREFINDER	75/304,398	2,156,928	UNITED STATES	6/9/1997	5/12/1998	Travelocity.com LP
FAREWATCHER	78/467,778	3,004,252	UNITED STATES	8/16/2004	10/4/2005	Travelocity.com LP
FAREWATCHER PLUS	77/533,396	3,951,256	UNITED STATES	7/29/2008	4/26/2011	Travelocity.com LP
FLIGHT DIRECT (Stylized)	75/349,351	2,364,929	UNITED STATES	8/29/1997	7/4/2000	Sabre, Inc.
FLIGHT EXPLORER	76/208,693	2,594,101	UNITED STATES	2/12/2001	7/16/2002	Sabre, Inc.
FLIGHT SNAPSHOT	76/208,695	2,762,326	UNITED STATES	2/12/2001	9/9/2003	Sabre, Inc.
FLITETRAC	78/402,907	2,942,116	UNITED STATES	4/16/2004	4/19/2005	SabreMark Limited Partnership
GET A HANDLE ON YOUR TRAVEL	77/717,668	3,905,012	UNITED STATES	4/20/2009	01/11/2011	SabreMark Limited Partnership
GET GOING	78/668,718	3,106,810	UNITED STATES	7/12/2005	6/20/2006	Travelocity.com LP
GETTHERE	76/031,263	2,661,317	UNITED STATES	4/21/2000	12/17/2002	GetThere L.P.
GETTHERE	76/031,997	2,665,130	UNITED STATES	4/21/2000	12/24/2002	GetThere L.P.
GETTHERE	75/721,706	2,559,447	UNITED STATES	6/2/1999	4/9/2002	GetThere L.P.
GETTHERE	85/575,462		UNITED STATES	3/21/2012		GetThere L.P.
GT and Design	85/575,456		UNITED STATES	3/21/2012		GetThere L.P.
GO POINTS	78/628,037	3,164,806	UNITED STATES	5/11/2005	10/31/2006	Travelocity.com LP
HOTEL VISION	77/011,898	3,454,345	UNITED STATES	10/2/2006	6/24/2008	SabreMark Limited Partnership

MARK	SERIAL NO	REG NO	JURISDICTION	FILE DT	REG DT	OWNER
I GO U GO	78/489,480	3,235,827	UNITED STATES	9/24/2004	5/1/2007	Travelocity.com LP
IGOUGO & Design	78/681,872	3,148,129	UNITED STATES	7/29/2005	9/26/2006	Travelocity.com LP
INTELLI-DECK	76/412,953	2,711,153	UNITED STATES	5/21/2002	4/29/2003	Travelocity.com LP
INTERNET TRAVEL NETWORK & Design	75/147,847	2,857,113	UNITED STATES	8/9/1996	6/29/2004	GetThere L.P.
INTERNETVIEW	78/644,345	3,095,517	UNITED STATES	6/6/2005	5/23/2006	SabreMark Limited Partnership
JURNI	78/297,703	3,030,176	UNITED STATES	9/9/2003	12/13/2005	SabreMark Limited Partnership
JURNI CRUISE	78/646,259	3,097,953	UNITED STATES	6/8/2005	5/30/2006	SabreMark Limited Partnership
JURNI NETWORK	78/304,294	2,990,436	UNITED STATES	9/23/2003	8/30/2005	SabreMark Limited Partnership
LET THE STARS BE YOUR GUIDE	77/451,716	3,832,416	UNITED STATES	4/18/2008	08/10/2010	Travelocity.com LP
LIVE EVERY MINUTE	77/184,714	3,728,892	UNITED STATES	5/18/2007	12/22/2009	Travelocity.com LP
LOCAL SECRETS, BIG FINDS	76/500,900	2,977,274	UNITED STATES	3/26/2003	7/26/2005	Travelocity.com LP
MEET ME IN	78/732,298	3,157,685	UNITED STATES	10/13/2005	10/17/2006	Travelocity.com LP
MEET ME IN Logo	78/752,037	3,158,040	UNITED STATES	11/11/2005	10/17/2006	Travelocity.com LP
MYFARES	78/767,555	3,396,096	UNITED STATES	12/6/2005	3/11/2008	SabreMark Limited Partnership
MYSABRE	78/757,872	3,246,439	UNITED STATES	11/21/2005	5/29/2007	SabreMark Limited Partnership
NETCHECK	77/009,406	3,219,332	UNITED STATES	9/28/2006	3/20/2007	SabreMark Limited Partnership
PLANET	76/340,170	2,594,364	UNITED STATES	11/19/2001	7/16/2002	SabreMark Limited Partnership
PREVIEW TRAVEL	75/119,672	2,171,709	UNITED STATES	6/17/1996	7/7/1998	Travelocity.com LP
PREVIEW TRAVEL & Design	75/326,170	2,137,566	UNITED STATES	7/17/1997	2/17/1998	Travelocity.com LP
QIK	76/471,137	2,766,661	UNITED STATES	11/19/2002	9/23/2003	SabreMark Limited Partnership
REDX	78/648,447	3,202,891	UNITED STATES	6/10/2005	1/23/2007	Sabre, Inc.
REZTRACK	78/946,046	3,249,594	UNITED STATES	8/7/2006	6/5/2007	Sabre, Inc.
SABER	73/744,594	1,836,581	UNITED STATES	8/8/1988	5/17/1994	SabreMark Limited Partnership
SABRE	73/210,956	1,219,417	UNITED STATES	4/10/1979	12/7/1982	SabreMark Limited Partnership
SABRE	74/215,811	1,817,762	UNITED STATES	10/24/1991	1/25/1994	SabreMark Limited Partnership
SABRE	75/677,801	2,732,438	UNITED STATES	4/6/1999	7/1/2003	SabreMark Limited Partnership
SABRE (Stylized)	75/669,363	2,675,325	UNITED STATES	3/26/1999	1/14/2003	SabreMark Limited Partnership
SABRE AIRLINE SOLUTIONS	78/219,946	3,046,751	UNITED STATES	2/27/2003	1/17/2006	SabreMark Limited Partnership
SABRE CRUISEDIRECTOR	74/418,048	1,838,274	UNITED STATES	7/29/1993	5/31/1994	SabreMark Limited Partnership
SABRE HOLDINGS	78/220,349	3,184,338	UNITED STATES	2/28/2003	12/12/2006	SabreMark Limited Partnership
SABRE HOLDINGS & Design	78/220,361	3,117,840	UNITED STATES	2/28/2003	7/18/2006	SabreMark Limited Partnership
SABRE RED	85/050,532	4,071,408	UNITED STATES	5/28/2010	12/13/2011	SabreMark Limited Partnership
SABRE TOURGUIDE	74/418,046	1,838,273	UNITED STATES	7/29/1993	5/31/1994	SabreMark Limited Partnership

MARK	SERIAL NO	REG NO	JURISDICTION	FILE DT	REG DT	OWNER
SABRE TRAVEL NETWORK	78/219,939	3,088,266	UNITED STATES	2/27/2003	5/2/2006	SabreMark Limited Partnership
SABRESUBSCRIBE	74/408,813	1,845,422	UNITED STATES	7/6/1993	7/19/1994	SabreMark Limited Partnership
SABRESONIC	78/348,412	3,169,390	UNITED STATES	1/6/2004	11/7/2006	SabreMark Limited Partnership
SERVICE360°	78/899,334	3,779,611	UNITED STATES	6/2/2006	04/20/2010	SabreMark Limited Partnership
SITE 59	75/881,489	2,628,776	UNITED STATES	12/28/1999	10/1/2002	Site59.com, LLC
SITE 59	75/881,488	2,535,497	UNITED STATES	12/28/1999	2/5/2002	Site59.com, LLC
SLOTMANAGER	78/899,486	3,222,874	UNITED STATES	6/2/2006	3/27/2007	SabreMark Limited Partnership
SMARTFLOW	78/492,933	3,175,034	UNITED STATES	10/1/2004	11/21/2006	SabreMark Limited Partnership
Stars Design	78/343,492	3,146,246	UNITED STATES	12/19/2003	9/19/2006	Travelocity.com LP
STREAMLINE	78/435,601	3,110,241	UNITED STATES	6/15/2004	6/27/2006	SabreMark Limited Partnership
SURROUND	78/620,701	3,170,773	UNITED STATES	5/2/2005	11/14/2006	SabreMark Limited Partnership
SYNXIS	75/488,877	2,277,670	UNITED STATES	5/21/1998	9/14/1999	SabreMark Limited Partnership
TBIZ	76/527,280	3,163,036	UNITED STATES	6/30/2003	10/24/2006	Travelocity.com LP
THE POWER BEHIND YOU	78/830,473	3,274,693	UNITED STATES	3/6/2006	8/7/2007	SabreMark Limited Partnership
THE ROAMING GNOME	78/506,688	3,864,273	UNITED STATES	10/27/2004	10/19/2010	Travelocity.com LP
THE ROAMING GNOME (DESIGN)	78/909,464	3,701,762	UNITED STATES	6/15/2006	10/27/2009	Travelocity.com LP
THE WINDOW SEAT	78/957,708	3,447,053	UNITED STATES	8/22/2006	6/10/2008	Travelocity.com LP
TOTALPRICE	76/545,821	3,832,234	UNITED STATES	9/22/2003	08/10/2010	Travelocity.com LP
TRAMS	78/863,730	3,290,771	UNITED STATES	4/18/2006	9/11/2007	Sabre Inc.
TRAVEL FOR GOOD	78/957,508	3,440,790	UNITED STATES	8/22/2006	6/3/2008	Travelocity.com LP
TRAVEL UPDATE	75/009,291	2,093,791	UNITED STATES	10/23/1995	9/2/1997	Travelocity.com LP
TRAVELOCITY	75/232,339	2,254,700	UNITED STATES	1/28/1997	6/22/1999	Travelocity.com LP
TRAVELOCITY	75/561,050	2,466,132	UNITED STATES	9/29/1998	7/3/2001	Travelocity.com LP
TRAVELOCITY BUSINESS	76/526,030	3,159,355	UNITED STATES	6/30/2003	10/17/2006	Travelocity.com LP
TRAVELOCITY PARTNER NETWORK	76/544,702	2,987,848	UNITED STATES	9/15/2003	8/23/2005	Travelocity.com LP
TRIPCASE	77/717,679	3,905,013	UNITED STATES	4/20/2009	01/11/2011	SabreMark Limited Partnership
TRIPTAILOR	78/769,574	3,336,668	UNITED STATES	12/8/2005	11/13/2007	SabreMark Limited Partnership
TURBO SABRE	75/412,779	2,280,673	UNITED STATES	12/31/1997	9/28/1999	SabreMark Limited Partnership
VACATIONSTUDIO	77/110,506	3,513,240	UNITED STATES	2/19/2007	10/7/2008	SabreMark Limited Partnership
VIRTUALLY THERE	74/733,008	2,520,379	UNITED STATES	9/22/1995	12/18/2001	SabreMark Limited Partnership
VISTRIO	78/526,116	3,096,796	UNITED STATES	12/2/2004	5/23/2006	SabreMark Limited Partnership
WE BUILD YOUR BRANDS...NOT OURS	78/830,286	3,222,120	UNITED STATES	3/6/2006	3/27/2007	Travelocity.com LP
WEBVIEW	78/646,381	3,191,467	UNITED STATES	6/8/2005	1/2/2007	SabreMark Limited Partnership
WISEVISION	78/611,919	3,185,715	UNITED STATES	4/19/2005	12/19/2006	SabreMark Limited Partnership

MARK	SERIAL NO	REG NO	JURISDICTION	FILE DT	REG DT	OWNER
WORLD CHOICE TRAVEL	78/830,374	3,260,448	UNITED STATES	3/6/2006	7/10/2007	Travelocity.com LP
YOU'LL NEVER ROAM ALONE	76/606,253	3,152,510	UNITED STATES	8/9/2004	10/10/2006	Travelocity.com LP