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
Site59.com, LLC		05/09/2012	LIMITED LIABILITY COMPANY: 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: 2

Property Type	Number	Word Mark
Registration Number:	2628776	SITE 59
Registration Number:	2535497	SITE 59

OP $65.00 2628776

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

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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]

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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.
TRAVELOCITY HOLDINGS I, LLC
TRAVELOCITY HOLDINGS, INC.
TRAVELOCITY.COM LLC
TRAVELOCITY.COM LP

[Signature Page to Trademark Security Agreement]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: Patrick T. Giordano
Title: 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
AIRCREWS	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

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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

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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
SABRESCRIBE	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

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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