

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300960

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BANK OF AMERICA, N.A.		03/27/2014	NATIONAL BANKING ASSOCIATION: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRAVELOCITY.COM LP		
<b>Street Address:</b>	3150 Sabre Drive		
<b>City:</b>	Southlake		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76092		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3163036	TBIZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	650-839-5070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Kathy Tsai c/o Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	22913-0021001		
<b>NAME OF SUBMITTER:</b>	Mel E. Erickson		
<b>SIGNATURE:</b>	/Mel E. Erickson/		
<b>DATE SIGNED:</b>	04/10/2014		
<b>Total Attachments: 4</b>			
source=TBIZ release of secured interest from BoA#page1.tif			
source=TBIZ release of secured interest from BoA#page2.tif			
source=TBIZ release of secured interest from BoA#page3.tif			
source=TBIZ release of secured interest from BoA#page4.tif			

CH \$40.00 3163036

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This Release of Security Interest in Trademarks (this “Release”) is granted on this 27th day of March, 2014, by Bank of America, N.A. as Administrative Agent for the Secured Parties under the Trademark Security Agreement (as defined below), to Sabre Holdings Corporation (“Holdings”), Sabre GLOB Inc. (f/k/a Sabre Inc.) (the “Borrower”), and Travelocity.com LP (“Travelocity”, and together with Holdings, the Borrower and certain Subsidiaries of the Borrower, the “Grantors”). Capitalized terms used in this Release but not otherwise defined herein shall have the meanings specified in the Security Agreement (as defined below).

**WITNESSETH**

WHEREAS, the Administrative Agent and Grantors entered into that certain Amended and Restated Pledge and Security Agreement dated as of February 19, 2013 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), amending and restating the Pledge and Security Agreement dated as of March 30, 2007, among the Borrower, Holdings, certain subsidiaries of the Borrower and Deutsche Bank AG New York Branch as administrative agent for the secured parties (the “Former Administrative Agent”);

WHEREAS, Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Former Administrative Agent, entered into a Trademark Security Agreement, dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Amendment of Security Interest in Trademarks, dated as of February 19, 2013, among the Former Administrative Agent, the Administrative Agent, Holdings, the Borrower and certain Subsidiaries of the Borrower, the Administrative Agent assumed all rights, interest and obligations of the Former Administrative Agent, as administrative agent and secured party under the Trademark Security Agreement;

WHEREAS, pursuant to the Asset Sale and Purchase Agreement among Orbitz, LLC, Travelocity and the Borrower, dated as of February 19, 2014, Travelocity sold to Orbitz, LLC the registered trademarks listed on Schedule 1 (the “Trademarks”);

WHEREAS, pursuant to Section 6.14(c) of the Security Agreement, upon any disposition by any Grantor of any Collateral that is not prohibited by the Credit Agreement, the security interest of such Grantor in such Collateral shall be automatically released; and

WHEREAS, pursuant to Section 6.14(e) of the Security Agreement, the Administrative Agent shall execute and deliver to any Grantor, all documents that such Grantor shall reasonably request to evidence such release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the automatic release pursuant to the Security Agreement, the Administrative Agent hereby releases, cancels, relinquishes and discharges any and all security interests it has against the Trademarks. The Administrative Agent agrees to make (and authorizes the Grantor to make) filings with the United States Patent and Trademark Office and other necessary filings, in each case as reasonably requested by the

Grantors and at the expense of the Grantors, to evidence the release and termination of the Administrative Agent's security interests in the Trademarks.

This Release shall be retroactively effective as of June 18, 2013, the closing date of the sale of the Trademarks.

This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Release as of the day and year first above written.

**BANK OF AMERICA, N.A.**

as Administrative Agent for the Secured Parties

By *Sheri Starbuck*

Name: Sheri Starbuck

Title: Vice President

Schedule 1

Trademark

Registration Number

TBIZ

3,163,036