

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRAVELOCITY.COM LP		03/27/2014	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	One Independence Center, 101 N. Tyron Street		
City:	Charlotte		
State/Country:	SOUTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85888069	GO & SMELL THE ROSES	
Serial Number:	86046504	IGOUGO	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-839-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Kathy Tsai c/o Fish & Richardson P.C.		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	22913-0165001		
NAME OF SUBMITTER:	Mel E. Erickson		
SIGNATURE:	/Mel E. Erickson/		
DATE SIGNED:	04/10/2014		
Total Attachments: 5			
source=TrademarkSecurityAgreementSupplementNo1#page1.tif			
source=TrademarkSecurityAgreementSupplementNo1#page2.tif			
source=TrademarkSecurityAgreementSupplementNo1#page3.tif			
source=TrademarkSecurityAgreementSupplementNo1#page4.tif			

CH \$65.00 85888069

TRADEMARK

TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 1, dated as of March 27th, 2014 (“**Agreement**”), among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE GLBL INC. (f/k/a SABRE INC.) (the “**Borrower**”), TRAVELOCITY.COM LP and SABREMARK LIMITED PARTNERSHIP (each of the Borrower, Travelocity.com LP and SabreMark Limited Partnership, a “**Grantor**”, and collectively, the “**Grantors**”) and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties.

Reference is made to (A) the Amended and Restated Pledge and Security Agreement dated as of February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, and (B) the Trademark Security Agreement dated February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Amended and Restated Credit Agreement dated as of February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer, DEUTSCHE BANK AG NEW YORK BRANCH, as an L/C issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of Holdings and the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

This Agreement supplements the Trademark Security Agreement and is being entered into for the purpose of confirming and recording the grant of a security interest in the Intellectual Property described herein to the Administrative 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 or the Credit Agreement, as applicable. The rules of construction specified in Article I of the Credit Agreement 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 Secured Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative 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, except for any Excluded Assets (collectively, the “**Trademark Collateral**”):

(i) Trademarks of such Grantor listed on Schedule I attached hereto, including all extensions or renewals thereof, as well as all goodwill connected with the use of and symbolized thereby;

(ii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(iii) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing, or unfair competition claims regarding the same.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Secured 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 Administrative 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 Administrative 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 and Trademark Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement and the Trademark Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative 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 Grantors, in whole or in part, excluding any Excluded Assets, is set forth, collectively, in the Trademark Security Agreement and in Schedule I to this Agreement.

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

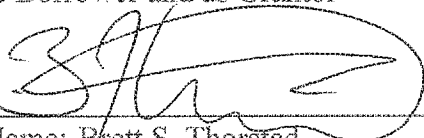
[Signatures on following page]

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: Brett S. Thorstad
Title: Assistant Corporate Secretary

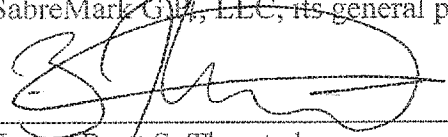
SABRE GLOBL INC.,
as the Borrower and as Grantor

By: 
Name: Brett S. Thorstad
Title: Assistant Corporate Secretary

TRAVELOCITY.COM LP,
as Grantor

By: Travelocity.com, LLC, its general partner
By: 
Name: Brett S. Thorstad
Title: Assistant Corporate Secretary

SABREMARK LIMITED PARTNERSHIP,
as Grantor

By: SabreMark GP, LLC, its general partner
By: 
Name: Brett S. Thorstad
Title: Assistant Corporate Secretary

Acknowledged and accepted.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Sheri Starbuck*
Name: Sheri Starbuck
Title: Vice President

Signature Page to Trademark Security Agreement Supplement

Schedule I to
Trademark Security Agreement Supplement No. 1

United States Trademarks, Service Marks and Trademark Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	REGISTRANT
FE FUSION	85/320,834		5/13/2011		Sabre GLBL Inc.
GO & SMELL THE ROSES	85/888,069		3/27/2013		Travelocity.com LP
IGOUGO (word mark)	86/046,504		08/23/2013		Travelocity.com LP
SABRE AIRCENTRE	86/069,306		09/19/2013		SabreMark Limited Partnership
SABRE AIRVISION	86/069,296		09/19/2013		SabreMark Limited Partnership
SABRE HOSPITALITY SOLUTIONS	85/977,901	4,377,783	5/18/2010	07/30/2013	SabreMark Limited Partnership
SABRE HOSPITALITY SOLUTIONS	85/041,827		5/18/2010		SabreMark Limited Partnership
TRIPFEED	85/743,555		10/2/2012		SabreMark Limited Partnership
TRIPTAG	86/059,868		09/09/2013		SabreMark Limited Partnership
TRUTRIP	86/018,944		07/24/2013		SabreMark Limited Partnership