

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANK OF AMERICA, N.A.		03/27/2014	NATIONAL ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	TRAVELOCITY.COM LP		
Street Address:	3150 Sabre Drive		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3260448	WORLD CHOICE TRAVEL	
Registration Number:	3222120	WE BUILD YOUR BRAND ... NOT OURS	
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:	22913-0044001, -0042001		
NAME OF SUBMITTER:	Mel E. Erickson		
SIGNATURE:	/Mel E. Erickson/		
DATE SIGNED:	04/10/2014		
Total Attachments: 4			
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TRADEMARK

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 February 28, 2014, 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

Signature Page to Trademark Lien Release

**TRADEMARK
REEL: 005257 FRAME: 0789**

Schedule 1

<u>Trademark</u>	<u>Registration Number</u>
WORLD CHOICE TRAVEL	3,260,448
WE BUILD YOUR BRAND ... NOT OURS	3,222,120