

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENARES WORLDWIDE RESERVATION SERVICES, LTD.		09/11/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	SABRE GLBL INC.		
Street Address:	3150 Sabre Drive, MD 8114		
City:	Southlake		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3577831	GENARES WORLDWIDE RESERVATION SERVICES	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-337-2528		
Email:	tmdoctc@fr.com		
Correspondent Name:	Nancy Ly		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	22914-0403001		
NAME OF SUBMITTER:	Mel Erickson		
SIGNATURE:	/Mel Erickson/		
DATE SIGNED:	10/23/2014		
Total Attachments: 5			
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Assignment") is made as of the 11th day of September, 2014 (the "Effective Date"), by and between **GENARES WORLDWIDE RESERVATION SERVICES, LTD.**, a Texas limited partnership (the "Grantor"), and **SABRE GLBL INC.**, a Delaware corporation ("Grantee").

WITNESSETH:

Grantor, Grantee and certain other persons are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "APA"). Capitalized terms not defined herein shall have the meaning ascribed to them in the APA.

For and in consideration of Grantee's (x) delivery to Grantor of the Purchase Price and (y) assumption of the Assumed Liabilities, and other good and valuable consideration to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor does by these presents hereby sell, grant, convey, bargain, assign, set over, transfer and deliver unto and vest in Grantee, its successors and assigns, all of Grantor's right, title and interest in and to the Purchased Assets.

TO HAVE AND TO HOLD all and singular the Purchased Assets are hereby sold, granted, conveyed, bargained, assigned, set over, transferred and delivered unto Grantee, its successors and assigns, forever.

For the avoidance of doubt, the foregoing includes, without limitation, the sale, assignment, and transfer to Grantee of all of Grantor's worldwide right, title and interest, including all common law rights in, to and under the service mark and trademark described on Exhibit A hereto (the "Intellectual Property Assets"), together with any goodwill of the Grantor's business symbolized by any of the Intellectual Property Assets, together with all rights and privileges granted and secured thereby, including the right to maintain and pursue enforceable rights in the Intellectual Property Assets, and to file any and all subsequent applications based on the Intellectual Property Assets including any and all divisions, continuations, substitutions, renewals, extensions and reissues thereof together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and to sue and recover for any past violation, said rights to be held and enjoyed by Grantee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Grantor if this assignment and sale had not been made.

In consideration of the conveyance of the Purchased Assets, Grantee, for the benefit of Grantor, its successors and assigns, hereby expressly assumes and agrees to perform, pay and discharge the Assumed Liabilities.

This Assignment is intended solely to evidence and affect the conveyance of legal title to the Purchased Assets to Grantee and the assumption by Grantee of the Assumed Liabilities, all pursuant to and in accordance with the terms and conditions of the APA. This Assignment is subject to the terms and conditions set forth in the APA, and nothing shall be deemed to modify or

expand (a) the representations, warranties, covenants and obligations of Grantor, the Partners or Grantee under the APA, (b) the conditions provided in the APA under which any party shall be liable for breaches of such warranties, representations, covenants and obligations, or (c) the limitations of the liability for such breaches under the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

This Assignment may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original, and all of such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

GRANTOR:

GENARES WORLDWIDE RESERVATION SERVICES, LTD., a Texas limited partnership

By: RM Corporation, its general partner

By: *Michael G. Wilkins*
Name: Michael G. Wilkins
Title: President

GRANTEE:

SABRE GBL INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

GRANTOR:

GENARES WORLDWIDE RESERVATION SERVICES, LTD., a Texas limited partnership

By: RM Corporation, its general partner

By: _____
Name: _____
Title: _____

GRANTEE:

SABRE GLOB INC.,
a Delaware corporation

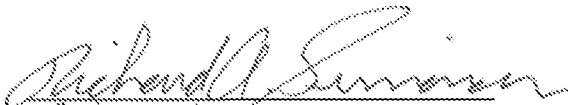
By: 
Name: Richard A. Simonson
Title: CFO

Exhibit A

Intellectual Property Assets

1. U.S. Service Mark Registration for "Genares Worldwide Reservation Services"; Reg No: 3,577,831
2. U.S. Copyright Registration No. TX6-359-845 for GenaRes Worldwide Reservations computer program