

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338022

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATION		02/02/2015	NATIONAL BANKING ASSOCIATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TRAVELOCITY.COM LP		
Street Address:	3150 Sabre Dr, MD 8114		
City:	SOUTHLAKE		
State/Country:	TEXAS		
Postal Code:	76092		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3163036	TBIZ	
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:	650-839-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Kathy Tsai		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	22913-0176001		
NAME OF SUBMITTER:	Mel E. Erickson		
SIGNATURE:	/Mel E. Erickson/		
DATE SIGNED:	04/13/2015		
Total Attachments: 3			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”) is granted on this 30th day of January, 2015, by Wells Fargo Bank, National Association as Collateral Agent for the Secured Parties under the Trademark Security Agreement (as defined below), to Sabre Holdings Corporation (“Holdings”), Sabre GBL 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).

W I T N E S S E T H

WHEREAS, the Collateral Agent and Grantors entered into that certain Pledge and Security Agreement dated as of May 9, 2012 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Collateral Agent, entered into a Trademark Security Agreement, dated as of May 9, 2012 (as amended, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the Asset Sale and Purchase Agreement between BCD Travel USA LLC and Travelocity, dated as of June 15, 2013, Travelocity sold to BCD Travel USA LLC the registered trademarks listed on Schedule 1 (the “Trademarks”);

WHEREAS, pursuant to Section 7.13(c) of the Security Agreement, upon any disposition by any Grantor of any Collateral that is not prohibited by the Indenture, the security interest of such Grantor in such Collateral shall be automatically released; and

WHEREAS, pursuant to Section 7.13(e) of the Security Agreement, the Collateral 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 Collateral Agent hereby releases, cancels, relinquishes and discharges any and all security interests it has against the Trademarks. The Collateral Agent agrees to make (and authorizes the Grantors 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 Collateral 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.

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent for the Secured Parties

By: 

Name: Patrick Giordano

Title: Vice President

Schedule 1

Trademark

Registration Number

TBIZ

3,163,036