TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338216

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SabreMark Limited Partnership		04/14/2015	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	750 N. Saint Paul Place
Internal Address:	Suite 1750, MAC T9263-170
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: CALIFORNIA

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2992516	ASSURED VANTAGE
Registration Number:	1608940	CREWPLAN
Registration Number:	1937349	CREWQUAL
Registration Number:	1670750	CREWTRAC
Registration Number:	1779360	DIRECT CONNECT
Registration Number:	1780617	DIRECT CONNECT
Registration Number:	4049275	FLICA.NET
Registration Number:	2942116	FLITETRAC
Registration Number:	3905012	GET A HANDLE ON YOUR TRAVEL
Registration Number:	3454345	HOTEL VISION
Registration Number:	3396096	MYFARES
Registration Number:	3246439	MYSABRE
Registration Number:	3219332	NETCHECK
Registration Number:	2766661	QIK
Registration Number:	1836581	SABER
Registration Number:	1219417	SABRE
Registration Number:	1817762	SABRE
Registration Number:	2732438	SABRE

CH $1265.00 2992516

Property Type	Number	Word Mark
Registration Number:	2675325	SABRE
Registration Number:	4536815	SABRE AIRCENTRE
Registration Number:	3046751	SABRE AIRLINE SOLUTIONS
Registration Number:	4536814	SABRE AIRVISION
Registration Number:	1838274	SABRE CRUISEDIRECTOR
Registration Number:	3184338	SABRE HOLDINGS
Registration Number:	3117840	SABRE HOLDINGS
Registration Number:	4377783	SABRE HOSPITALITY SOLUTIONS
Registration Number:	4684907	SABRE HOSPITALITY SOLUTIONS
Registration Number:	4071408	SABRE RED
Registration Number:	4679150	SABRE SCRIBE
Registration Number:	3088266	SABRE TRAVEL NETWORK
Registration Number:	1838273	SABRE TOURGUIDE
Registration Number:	1845422	SABRESCRIBE
Registration Number:	3169390	SABRESONIC
Registration Number:	3779611	SERVICE360°
Registration Number:	4681522	T
Registration Number:	4518442	TRIPCASE
Registration Number:	3905013	TRIPCASE
Registration Number:	4530905	TRIPCASE
Registration Number:	4522768	TRIPFEED
Registration Number:	4633517	TRUTRIP
Registration Number:	2280673	TURBO SABRE
Registration Number:	3513240	VACATIONSTUDIO
Registration Number:	2520379	VIRTUALLY THERE
Registration Number:	3096796	VISTRIO
Serial Number:	86198851	ASCEND
Serial Number:	86198878	ASCEND
Serial Number:	86198891	ASCEND
Serial Number:	86198906	ASCEND
Serial Number:	86198914	ASCEND
Serial Number:	86465763	FE FUSION

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name:	Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1:	330 N. Wabash Avenue
Address Line 2:	Suite 2800
Address Line 4:	Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049646-0261
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	04/14/2015

Total Attachments: 8
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Execution Version

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of April 14, 2015, among SABRE HOLDINGS CORPORATION ("**Holdings**"), SABRE GLBL INC. (the "**Company**"), the Subsidiary Guarantors (each of the foregoing, including the Company, a "**Grantor**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties (as defined below).

Reference is made to the Pledge and Security Agreement dated as of April 14, 2015 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Holdings, the Company, the Subsidiary Guarantors and Wells Fargo Bank, National Association as Collateral 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. The rules of construction specified in Article I of the Indenture 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 Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Collateral 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 (collectively, the "**Trademark Collateral**"); provided that no security interest shall attach to any such Trademark Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

> (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor, and (b) all goodwill connected with the use of and symbolized thereby.

It is the intent of the parties that this Agreement grants a security interest in the Trademark Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's 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 Collateral 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

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releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such satisfactory performance or payment, the Collateral 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. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 Company jointly and severally represent and warrant, as to themselves and the other Grantors, to the Collateral Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of Trademark registrations or applications registered or filed with the USPTO owned by the Grantor, in whole or in part, is set forth in Schedule I.

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

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[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: Christopher M. Nester
Title: Treasurer

SABRE GLBL INC.,
as the Company,

By: _____
Name: Christopher M. Nester
Title: Treasurer

AS SUBSIDIARY GUARANTORS:

GETTHERE L.P.

By: GetThere Inc., its General Partner

By: _____
Name: Christopher M. Nester
Title: Treasurer

SABREMARK LIMITED PARTNERSHIP

By: SabreMark G.P., LLC, its General Partner

By: _____
Name: Steven W. Milton
Title: Corporate Secretary

PRISM GROUP, INC.

By: _____
Name: Christopher M. Nester
Title: Treasurer

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: Christopher M. Nester
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SABREMARK LIMITED PARTNERSHIP

By: SabreMark G.P., LLC, its General Partner

By: _____
Name: Steven W. Milton
Title: Corporate Secretary

PRISM GROUP, INC.

By: _____
Name: Christopher M. Nester
Title: Treasurer

TRADEMARK
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WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: STEFAN VICTORY

Name: STEFAN VICTORY
Title: VICE PRESIDENT

Schedule I to
Trademark Security Agreement (Short-Form)

UNITED STATES Trademarks, Service Marks and Trademark Applications

	Title	Owner	(Application Number) / Patent Number	(Filing Date) / Issuance Date
1.	Meeting Site Selection Based On All-Inclusive Meeting Cost	GetThere L.P.	6324517	11/27/01
2.	System, Method And Computer Program Product For Data Conversion In A Computer Network	Sabre GLBL Inc.	6330617	12/11/01
3.	Intermediate Server Having Control Program For Storing Content Accessed During Browsing Sessions And Playback Program For Asynchronously Replaying Browsing Sessions	Sabre GLBL Inc.	6356934	03/12/02
4.	System For Corporate Travel Planning And Management	GetThere L.P.	6442526	08/27/02
5.	Apparatus And Method For Data Conversion And Load Balancing In A Computer Network	Sabre GLBL Inc.	6470394	10/22/02
6.	Methods And Apparatus For Accessing Information From Multiple Remote Sources	Sabre GLBL Inc.	6630942	10/07/03
7.	System, Method, And Article Of Manufacture For Propagating Transaction Processing Facility Based Data And For Providing The Propagated Data To A Variety Of Clients	Sabre GLBL Inc.	6714945	03/30/04
8.	System And Method Of Replicating Web-Sites	GetThere L.P.	6873957	03/29/05
9.	Method And Apparatus For Providing Personalized Relevant Information	TVL LP	6931399	08/16/05
10.	Apparatus And Method For Creating A Marketing Initiative	Sabre GLBL Inc.	6957189	10/18/05
11.	Methods And Apparatus For Predicting Airline Seat Availability	Sabre GLBL Inc.	6974079	12/13/05
12.	Method And System For Routing Mobile Vehicles And Scheduling Maintenance For Those Vehicles Related Application	Sabre GLBL Inc.	7006903	02/28/06
13.	System For Corporate Traveler Planning And Travel Management	GetThere L.P.	7050986	05/23/06
14.	System And Method For Coordinating Travel Itineraries	TVL LP	7050987	05/23/06
15.	Goal Oriented Travel Planning System	TVL LP	7082400	07/25/06
16.	System And Method For Grouping And Selling Products Or Services	Site59.com, LLC	7092892	08/15/06

	Title	Owner	(Application Number) / Patent Number	(Filing Date) / Issuance Date
17.	Goal Oriented Travel Planning System	TVL LP	7181410	02/20/07
18.	Methods And Systems For Routing Mobile Vehicles	Sabre GLBL Inc.	7228207	06/05/07
19.	Apparatus And Method For Creating A Marketing Initiative	Sabre GLBL Inc.	7240020	07/03/07
20.	Systems And Methods For Event Driven Baggage Management	Sabre GLBL Inc.	7243845	07/17/07
21.	Methods And Apparatus For Predicting Airline Seat Availability	Sabre GLBL Inc.	7311252	12/25/07
22.	Systems, Methods, And Computer Program Products For Storing And Retrieving Product Availability Information From A Storage Cache	TVL LP	7321863	01/22/08
23.	Global Reservations Transaction Management System and Method	Sabre GLBL Inc.	7328166	02/05/08
24.	Method And System For Developing Optimized Schedules	Sabre GLBL Inc.	7340405	03/04/08
25.	Methods And Apparatus For Accessing Information From Multiple Remote Sources	Sabre GLBL Inc.	7350150	03/25/08
26.	Demand Aggregation And Distribution System	TVL LP	7376611	05/20/08
27.	Demand Aggregation And Distribution System	TVL LP	7376617	05/20/08
28.	Interactive Calendar Interface For Defining And Displaying Date Ranges	GetThere L.P.	7379889	05/27/08
29.	System, Methods And Computer Program Products For Offering Products Based On Extrapolation Of Inputs	TVL LP	7395220	07/01/08
30.	Travel Management System Utilizing Multiple Computer Reservation Systems (CRSS)	GetThere L.P.	7493261	02/17/09
31.	System And Method For Accessing A Remote Server From An Intranet With A Single Sign-On	GetThere L.P.	7512799	03/31/09
32.	System, Method, And Computer Program Product For Comparing The Cost Of Driving An Owned Or Leased Vehicle To The Cost Various Transportation Options	TVL LP	7561963	07/14/09
33.	System, Methods, And Computer Program Products For Determining Rankings Of Product Providers Displayed Via A Product Source System	TVL LP	7580868	08/25/09
34.	System, Method And Computer Program Product For Searching And Retrieving Ranked Points Of Interest Within A Polygonal Area Of Interest	TVL LP	7715981	05/11/2010
35.	Methods And Apparatus For Determining Non-Obvious Savings In The Purchase Of Goods And Services	TVL LP	7742934	06/22/2010
36.	Systems, Methods And Computer Program Products For Retrieving And Parsing Data At Runtime	TVL LP	7861232	12/28/2010

	Title	Owner	(Application Number) / Patent Number	(Filing Date) / Issuance Date
37.	Systems And Methods For Event Driven Baggage Management	Sabre GLBL Inc.	7866554	01/11/2011
38.	Goal Oriented Travel Planning System	TVL LP	7877280	01/25/2011
39.	System And Method For Grouping And Selling Products Or Services	Site59.com, LLC	7885838	02/08/2011
40.	Information Aggregation And Synthesization System	TVL LP	7890652	02/15/2011
41.	Systems, Methods, And Computer Program Products For Storing And Retrieving Product Availability Information From A Storage Cache	TVL LP	7957988	06/07/2011
42.	Methods And Systems For Routing Mobile Vehicles	Sabre GLBL Inc.	8014908	09/06/2011
43.	System, Method, And Computer Program Product For Finding Web Services Using Example Queries	Sabre GLBL Inc.	8041727	10/18/2011
44.	Rule-Based Shopping	Sabre GLBL Inc.	8126783	02/28/2012
45.	Tokenized Data Security	Sabre GLBL Inc.	8595812	11/26/2013
46.	Event Driven Airport	Sabre GLBL Inc.	(11/851,828)	(09/07/2007)
47.	Post-Booking Travel Assistance And Organization	Sabre GLBL Inc.	(12/720,454)	(03/9/2010)
48.	Collaboration And Travel Ecosystem	GetThere L.P.	(12/890,483)	(09/24/2010)
49.	Tokenized Data Security	Sabre GLBL Inc.	8739262	5/27/2014
50.	Tokenized Data Security	Sabre GLBL Inc.	14/046,098	(10/04/2013)
51.	Method and Apparatus For Providing Services to Partners and Third Party Web Developers	Sabre GLBL Inc.	14/071,286	(11/04/2013)