

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361699

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Prism Group, Inc.		11/09/2015	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	750 N. Saint Paul Place		
<b>Internal Address:</b>	Suite 1750, MAC T9263-170		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3289340	AVION	
<b>Registration Number:</b>	3337665	PRISM	
<b>Registration Number:</b>	3270405	SALESSERVER	
<b>Registration Number:</b>	4130762	SIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	312-993-2622		
<b>Email:</b>	gayle.grocke@lw.com		
<b>Correspondent Name:</b>	Gayle D. Grocke c/o Latham & Watkins LLP		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	049646-0308		
<b>NAME OF SUBMITTER:</b>	Gayle D. Grocke		
<b>SIGNATURE:</b>	/gdg/		
<b>DATE SIGNED:</b>	11/09/2015		

CH \$115.00 3289340

**Total Attachments: 7**

source=3120782\_5(Sabre - IP - Trademark Short Form Security Agreement - New Offering#page1.tif

source=3120782\_5(Sabre - IP - Trademark Short Form Security Agreement - New Offering#page2.tif

source=3120782\_5(Sabre - IP - Trademark Short Form Security Agreement - New Offering#page3.tif

source=3120782\_5(Sabre - IP - Trademark Short Form Security Agreement - New Offering#page4.tif

source=3120782\_5(Sabre - IP - Trademark Short Form Security Agreement - New Offering#page5.tif

source=3120782\_5(Sabre - IP - Trademark Short Form Security Agreement - New Offering#page6.tif

source=3120782\_5(Sabre - IP - Trademark Short Form Security Agreement - New Offering#page7.tif

TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of November 9, 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 November 9, 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 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 GLOBL INC.,  
as the Company,

By:   
Name: Christopher M. Nester  
Title: Treasurer

AS SUBSIDIARY GUARANTORS:

GETTHERE L.P.

By: GetThere Inc., its General Partner

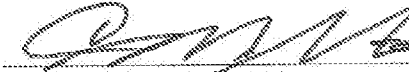
By:   
Name: Christopher M. Nester  
Title: Treasurer

SABREMARK LIMITED PARTNERSHIP

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

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

PRISM GROUP, INC.

By:   
Name: Christopher M. Nester  
Title: Treasurer

[Signature Page to Trademark Security Agreement Short Form]

TRADEMARK  
REEL: 005664 FRAME: 0019

**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**

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
1.	ASCEND	86/198,851	4,762,895	02/20/2014	06/30/2015	SabreMark Limited Partnership
2.	ASCEND	86/198,878	4,762,896	02/20/2014	06/30/2015	SabreMark Limited Partnership
3.	ASCEND	86/198,914	4,762,897	02/20/2014	06/30/2015	SabreMark Limited Partnership
4.	ASSURED VANTAGE	78/452,076	2,992,516	7/16/2004	9/6/2005	SabreMark Limited Partnership
5.	AVION	76/656,931	3,289,340	03/20/2006	09/11/2007	Prism Group, Inc.
6.	CLIENTBASE	75/026,314	2,308,150	12/1/1995	1/18/2000	Sabre GLBL Inc.
7.	CREWPLAN	73/838,450	1,608,940	11/13/1989	8/7/1990	SabreMark Limited Partnership
8.	CREWQUAL	74/619,784	1,937,349	1/10/1995	11/21/1995	SabreMark Limited Partnership
9.	CREWTRAC	74/050,600	1,670,750	4/19/1990	12/31/1991	SabreMark Limited Partnership
10.	DIRECT CONNECT	74/327,933	1,779,360	11/3/1992	6/29/1993	SabreMark Limited Partnership
11.	DIRECT CONNECT	74/327,927	1,780,617	11/3/1992	7/6/1993	SabreMark Limited Partnership
12.	FE FUSION	86/465,763	4,811,431	11/26/2014	09/15/2015	SabreMark Limited Partnership
13.	FLICA.NET	85/292,151	4,049,275	4/11/2011	11/1/2011	SabreMark Limited Partnership
14.	FLIGHT DIRECT (Stylized)	75/349,351	2,364,929	8/29/1997	7/4/2000	Sabre GLBL Inc.
15.	FLIGHT EXPLORER	76/208,693	2,594,101	2/12/2001	7/16/2002	Sabre GLBL Inc.
16.	FLIGHT SNAPSHOT	76/208,695	2,762,326	2/12/2001	9/9/2003	Sabre GLBL Inc.
17.	FLITETRAC	78/402,907	2,942,116	4/16/2004	4/19/2005	SabreMark Limited Partnership
18.	GENARES WORLDWIDE RESERVATION SERVICES	78/355,227	3,577,831	01/21/2004	02/17/2009	Sabre GLBL Inc.
19.	GET A HANDLE ON YOUR TRAVEL	77/717,668	3,905,012	4/20/2009	01/11/2011	SabreMark Limited Partnership
20.	GETTHERE	85/575,462	4,442,197	3/21/2012	12/03/2013	GetThere L.P.
21.	GETTHERE	76/031,263	2,661,317	4/21/2000	12/17/2002	GetThere L.P.
22.	GETTHERE	76/031,997	2,665,130	4/21/2000	12/24/2002	GetThere L.P.
23.	GETTHERE	75/721,706	2,559,447	6/2/1999	4/9/2002	GetThere L.P.
24.	GT (DESIGN)	85/575,456	4,337,255	3/21/2012	05/21/2013	GetThere L.P.

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
25.	HOTEL VISION	77/011,898	3,454,345	10/2/2006	6/24/2008	SabreMark Limited Partnership
26.	INSTASITE	86/538,708		02/18/2015		Sabre GLBL Inc.
27.	INTERNET TRAVEL NETWORK	75/147,847	2,857,113	8/9/1996	6/29/2004	GetThere L.P.
28.	MYFARES	78/767,555	3,396,096	12/6/2005	3/11/2008	SabreMark Limited Partnership
29.	MYSABRE	78/757,872	3,246,439	11/21/2005	5/29/2007	SabreMark Limited Partnership
30.	NETCHECK	77/009,406	3,219,332	9/28/2006	3/20/2007	SabreMark Limited Partnership
31.	PRISM	76/656,930	3,337,665	03/20/2006	11/20/2007	Prism Group, Inc.
32.	QIK	76/471,137	2,766,661	11/19/2002	9/23/2003	SabreMark Limited Partnership
33.	REZTRACK	78/946,046	3,249,594	8/7/2006	6/5/2007	Sabre GLBL Inc.
34.	SABER	73/744,594	1,836,581	8/8/1988	5/17/1994	SabreMark Limited Partnership
35.	SABRE	73/210,956	1,219,417	4/10/1979	12/7/1982	SabreMark Limited Partnership
36.	SABRE	74/215,811	1,817,762	10/24/1991	1/25/1994	SabreMark Limited Partnership
37.	SABRE	75/677,801	2,732,438	4/6/1999	7/1/2003	SabreMark Limited Partnership
38.	SABRE (Stylized)	75/669,363	2,675,325	3/26/1999	1/14/2003	SabreMark Limited Partnership
39.	SABRE AIRCENTRE	86/069,306	4,536,815	09/19/2013	05/27/2014	SabreMark Limited Partnership
40.	SABRE AIRLINE SOLUTIONS	78/219,946	3,046,751	2/27/2003	1/17/2006	SabreMark Limited Partnership
41.	SABRE AIRVISION	86/069,296	4,536,814	09/19/2013	05/27/2014	SabreMark Limited Partnership
42.	SABRE CRUISEDIRECTOR	74/418,048	1,838,274	7/29/1993	5/31/1994	SabreMark Limited Partnership
43.	SABRE HOLDINGS	78/220,349	3,184,338	2/28/2003	12/12/2006	SabreMark Limited Partnership
44.	SABRE HOLDINGS & Design	78/220,361	3,117,840	2/28/2003	7/18/2006	SabreMark Limited Partnership
45.	SABRE HOSPITALITY SOLUTIONS	85/977,901	4,377,783	5/18/2010	07/30/2013	SabreMark Limited Partnership
46.	SABRE HOSPITALITY SOLUTIONS	85/041,827	4,684,907	5/18/2010	02/10/2015	SabreMark Limited Partnership
47.	SABRE RED	85/050,532	4,071,408	5/28/2010	12/13/2011	SabreMark Limited Partnership
48.	SABRE SCRIBE	86/381,342	4,679,150	08/29/2014	01/27/2015	SabreMark Limited Partnership
49.	SABRE TRAVEL NETWORK	78/219,939	3,088,266	2/27/2003	5/2/2006	SabreMark Limited Partnership
50.	SABRE TOURGUIDE	74/418,046	1,838,273	7/29/1993	5/31/1994	SabreMark Limited Partnership
51.	SABRESCRIBE	74/408,813	1,845,422	7/6/1993	7/19/1994	SabreMark Limited Partnership
52.	SABRESONIC	78/348,412	3,169,390	1/6/2004	11/7/2006	SabreMark Limited Partnership



No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
53.	SALESSERVER	76/656,929	3,270,405	03/20/2006	07/24/2007	Prism Group, Inc.
54.	SERVICE360°	78/899,334	3,779,611	6/2/2006	04/20/2010	SabreMark Limited Partnership
55.	SIS	85/281,238	4,130,762	03/30/2011	04/24/2012	Prism Group, Inc.
56.	SYNXIS	75/488,877	2,277,670	5/21/1998	9/14/1999	Sabre GLBL Inc.
57.	T & BRIEFCASE DESIGN APP ICON	86/318,623	4,681,522	06/24/2014	02/03/2015	SabreMark Limited Partnership
58.	TRAMS	78/863,730	3,290,771	4/18/2006	9/11/2007	Sabre GLBL Inc.
59.	TRIPCASE	85/663,817	4,518,442	06/28/2012	04/22/2014	SabreMark Limited Partnership
60.	TRIPCASE	77/717,679	3,905,013	4/20/2009	01/11/2011	SabreMark Limited Partnership
61.	TRIPCASE & BRIEFCASE DESIGN	85/981,238	4,530,905	06/28/2012	05/13/2014	SabreMark Limited Partnership
62.	TRIPCASE & BRIEFCASE DESIGN	85/663,811	4,818,219	06/28/2012	09/22/2015	SabreMark Limited Partnership
63.	TRIPFEED	85/743,555	4,522,768	10/02/2012	04/29/2014	SabreMark Limited Partnership
64.	TRUTRIP	86/018,944	4,633,517	07/24/2013	11/04/2014	SabreMark Limited Partnership
65.	TURBO SABRE	75/412,779	2,280,673	12/31/1997	9/28/1999	SabreMark Limited Partnership
66.	VIRTUALLY THERE	74/733,008	2,520,379	9/22/1995	12/18/2001	SabreMark Limited Partnership
67.	VISTRIO	78/526,116	3,096,796	12/2/2004	5/23/2006	SabreMark Limited Partnership