

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Supplement No. 2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SabreMark Limited Partnership		11/09/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	One Independence Center, 101 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86198851	ASCEND	
Serial Number:	86198878	ASCEND	
Serial Number:	86198914	ASCEND	
Serial Number:	86465763	FE FUSION	
Serial Number:	86381342	SABRE SCRIBE	
Serial Number:	86318623	T	
Serial Number:	85663817	TRIPCASE	
Serial Number:	85981238	TRIPCASE	
Serial Number:	85663811	TRIPCASE	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207700		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1104031-0362-S216		

CH \$240.00 86198851

NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	11/10/2015
Total Attachments: 5 source=3122836_6(Sabre - IP - Second Supplement to Trademark Short Form Security#page1.tif source=3122836_6(Sabre - IP - Second Supplement to Trademark Short Form Security#page2.tif source=3122836_6(Sabre - IP - Second Supplement to Trademark Short Form Security#page3.tif source=3122836_6(Sabre - IP - Second Supplement to Trademark Short Form Security#page4.tif source=3122836_6(Sabre - IP - Second Supplement to Trademark Short Form Security#page5.tif	

TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2, dated as of November 9, 2015 (“**Agreement**”), among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE GLBL INC. (f/k/a SABRE INC.) (the “**Borrower**”) and SABREMARK LIMITED PARTNERSHIP (each of the Borrower and SabreMark Limited Partnership, a “**Grantor**”, and collectively, the “**Grantors**”) and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties.

Reference is made to (A) the Amended and Restated Pledge and Security Agreement dated as of February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, and (B) the Trademark Security Agreement dated February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Secured Parties’ agreements in respect of extensions of credit to the Borrower are set forth in the Amended and Restated Credit Agreement dated as of February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer, DEUTSCHE BANK AG NEW YORK BRANCH, as an L/C issuer, and each lender from time to time party thereto (collectively, the “**Lenders**” and individually, a “**Lender**”). Each of Holdings and the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit.

This Agreement supplements the Trademark Security Agreement and is being entered into for the purpose of confirming and recording the grant of a security interest in the Intellectual Property described herein to the Administrative 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 or the Credit Agreement, as applicable. The rules of construction specified in Article I of the Credit Agreement 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 Secured Obligations, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does grant to the Administrative 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, except for any Excluded Assets (collectively, the “**Trademark Collateral**”):

(i) Trademarks of such Grantor listed on Schedule I attached hereto, including all extensions or renewals thereof, as well as all goodwill connected with the use of and symbolized thereby;

(ii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto; and

(iii) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing, or unfair competition claims regarding the same.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Secured 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 Administrative 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 Administrative 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 and Trademark Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement and the Trademark Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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 Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantors, in whole or in part, excluding any Excluded Assets, is set forth, collectively, in the Trademark Security Agreement and in Schedule I to this Agreement.

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

[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 Borrower and as Grantor

By: 
Name: Christopher M. Nester
Title: Treasurer

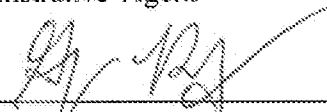
SABREMARK LIMITED PARTNERSHIP,
as Grantor

By: SabreMark G.P., LLC its general partner

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

Acknowledged and accepted.

BANK OF AMERICA, N.A., as
Administrative Agent

By: 
Name: **Gregory Roetting**
Title: **Vice President**

**Schedule I to
Trademark Security Agreement Supplement No. 1**

United States Trademarks, Service Marks and Trademark Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	REGISTRANT
ASCEND	86/198,851	4,762,895	02/20/2014	06/30/2015	SabreMark Limited Partnership
ASCEND	86/198,878	4,762,896	02/20/2014	06/30/2015	SabreMark Limited Partnership
ASCEND	86/198,914	4,762,897	02/20/2014	06/30/2015	SabreMark Limited Partnership
FE FUSION	86/465,763	4,811,431	11/26/2014	09/15/2015	SabreMark Limited Partnership
GENARES WORLDWIDE RESERVATION SERVICES	78/355,227	3,577,831	01/21/2004	02/17/2009	Sabre GLBL Inc.
INSTASITE	86/538,708		02/18/2015		Sabre GLBL Inc.
SABRE SCRIBE	86/381,342	4,679,150	08/29/2014	01/27/2015	SabreMark Limited Partnership
T & BRIEFCASE DESIGN APP ICON	86/318,623	4,681,522	06/24/2014	02/03/2015	SabreMark Limited Partnership
TRIPCASE	85/663,817	4,518,442	06/28/2012	04/22/2014	SabreMark Limited Partnership
TRIPCASE & BRIEFCASE DESIGN	85/981,238	4,530,905	06/28/2012	05/13/2014	SabreMark Limited Partnership
TRIPCASE & BRIEFCASE DESIGN	85/663,811	4,818,219	06/28/2012	09/22/2015	SabreMark Limited Partnership