

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386294

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SABRE HOLDINGS CORPORATION, as Holdings		06/01/2016	Corporation:
SABRE GLBL INC., as the Company		06/01/2016	Corporation:
INNLINK, LLC, as Subsidiary Guarantor		06/01/2016	Limited Liability Company:
NEXUS WORLD SERVICES, INC., as Subsidiary Guarantor		06/01/2016	Corporation:

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent
Street Address:	750 N. Saint Paul Place
Internal Address:	Ste 1750
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	74343584	INNLINK
Serial Number:	85584992	INNVITE
Serial Number:	76605995	RESMATRIX
Serial Number:	78842178	RESMATRIX
Serial Number:	85348504	HOTELWORX
Serial Number:	85348560	NEXUS RFP
Serial Number:	85348458	NEXUS TOTAL SALES MANAGEMENT FOR HOTELS
Serial Number:	85348576	RFPWORX

CORRESPONDENCE DATA

Fax Number: 2027875520

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.

OP \$215.00 74343584

Phone: 2027875523
Email: ilona@morriskamlay.com
Correspondent Name: Morris & Kamlay LLP
Address Line 1: 1150 18th St., NW
Address Line 4: Washington, D.C. 20036

NAME OF SUBMITTER: Ilona Wormack

SIGNATURE: /Ilona Wormack/

DATE SIGNED: 06/01/2016

Total Attachments: 5

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

TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2 (this “**Agreement**”), dated as of June 1, 2016, among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE GBL 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 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.

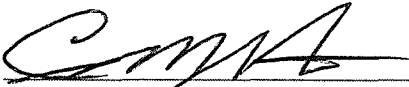
Section 6. Miscellaneous. The provisions of Article VII of the Security Agreement are hereby incorporated by reference.

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 GBL INC.,
as the Company


By: 
Name: Christopher M. Nester
Title: Treasurer

AS SUBSIDIARY GUARANTORS:

INNLINK, LLC


By: 
Name: Christopher M. Nester
Title: Treasurer

NEXUS WORLD SERVICES, INC.

By: 
Name: Christopher M. Nester
Title: Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: _____


Name: **JOHN C. STOHLMANN**
Title: **VICE PRESIDENT**

**Schedule I to
Trademark Security Agreement Supplement No. 2 (Short-Form)**

UNITED STATES Trademarks, Service Marks and Trademark Applications

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
1.	INNLINK, LLC	74/343,584	1,787,254	12/28/1992	8/10/1993	InnLink, LLC
2.	INNITE	85/584,992	4,333,760	3/30/2012	5/14/2013	InnLink, LLC
3.	RESMATRIX	76/605,995	3,220,415	8/5/2004	3/20/2007	InnLink, LLC
4.	RESMATRIX	78/842,178	3,201,762	3/21/2006	1/23/2007	InnLink, LLC
5.	HOTELWORX	85/348,504	4,101,822	6/16/2011	2/21/2012	Nexus World Services, Inc.
6.	NEXUS RFP	85/348,560	4,166,776	6/16/2011	7/3/2012	Nexus World Services, Inc.
7.	NEXUS TOTAL SALES MANAGEMENT HOTELS &	85/348,458	4,149,061	6/16/2011	5/29/2012	Nexus World Services, Inc.
8.	RFPWORX	85/348,576	4,101,826	6/16/2011	2/21/2012	Nexus World Services, Inc.