

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386296

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 Borrower	FORMERLY SABRE INC.	06/01/2016	Corporation:
INNLINK, LLC, as Grantor		06/01/2016	Limited Liability Company:
NEXUS WORLD SERVICES, INC., as Grantor		06/01/2016	Corporation:

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A, as Administrative Agent
Street Address:	101 N. Tryon Street
Internal Address:	NC1-001-05-45, One Independence Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	74343584	INNLINK
Serial Number:	85584992	INVITE
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.

Phone: 2027875523

TRADEMARK

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: 6

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 3
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 3, dated as of June 1, 2016 (“**Agreement**”), among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE GLBL INC. (f/k/a SABRE INC.) (the “**Borrower**”), INNLINK, LLC and NEXUS WORLD SERVICES, INC. (each of InnLink, LLC and Nexus World Services, Inc., 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.

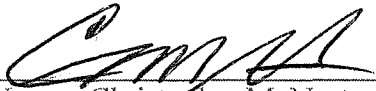
Section 5. Representations and Warranties. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting 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.

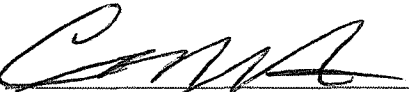
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

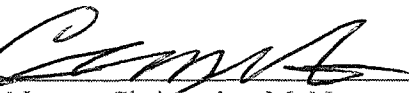
SABRE HOLDINGS CORPORATION,
as Holdings

By: 
Name: Christopher M. Nester
Title: Treasurer


SABRE GLBL INC.,
as the Borrower

By: 
Name: Christopher M. Nester
Title: Treasurer

INNLINK, LLC,
as Grantor

By: 
Name: Christopher M. Nester
Title: Treasurer

NEXUS WORLD SERVICES, INC.,
as Grantor

By: 
Name: Christopher M. Nester
Title: Treasurer

Acknowledged and accepted.

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

By: _____

Name:

Title:

Acknowledged and accepted:

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

By: Maurice Westin
Name: Maurice Westin
Title: Vice President

**Schedule I to
Trademark Security Agreement Supplement No. 3**

United States Trademarks, Service Marks and Trademark Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	REGISTRANT
INNLINK, LLC	74/343,584	1,787,254	12/28/1992	8/10/1993	InnLink, LLC
INNVITE	85/584,992	4,333,760	3/30/2012	5/14/2013	InnLink, LLC
RESMATRIX	76/605,995	3,220,415	8/5/2004	3/20/2007	InnLink, LLC
RESMATRIX	78/842,178	3,201,762	3/21/2006	1/23/2007	InnLink, LLC
HOTELWORX	85/348,504	4,101,822	6/16/2011	2/21/2012	Nexus World Services, Inc.
NEXUS RFP	85/348,560	4,166,776	6/16/2011	7/3/2012	Nexus World Services, Inc.
NEXUS TOTAL SALES MANAGEMENT HOTELS & Design	85/348,458	4,149,061	6/16/2011	5/29/2012	Nexus World Services, Inc.
RFPWORX	85/348,576	4,101,826	6/16/2011	2/21/2012	Nexus World Services, Inc.