

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM419236

| | | | |
|---|-------------------------------------|-----------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| SEQUENCE: | 1 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Deutsche Bank AG New York Branch | | 03/10/2017 | Aktiengesellschaft (Ag): |
| RECEIVING PARTY DATA | | | |
| Name: | Nexion, LLC | | |
| Street Address: | 6225 N. State Hwy 161, Ste. 450 | | |
| City: | Irving | | |
| State/Country: | TEXAS | | |
| Postal Code: | 75038 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3191467 | WEBVIEW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | misty.barnett@sabre.com | | |
| Correspondent Name: | Misty Barnett | | |
| Address Line 1: | 3150 Sabre Drive | | |
| Address Line 4: | Southlake, TEXAS 76092 | | |
| NAME OF SUBMITTER: | Misty Barnett | | |
| SIGNATURE: | /Misty Barnett/ | | |
| DATE SIGNED: | 03/10/2017 | | |
| Total Attachments: 4 | | | |
| source=Deutsche Trademark Lien Release#page1.tif | | | |
| source=Deutsche Trademark Lien Release#page2.tif | | | |
| source=Deutsche Trademark Lien Release#page3.tif | | | |
| source=Deutsche Trademark Lien Release#page4.tif | | | |

OP \$40.00 3191467

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this "Release") is granted on March 10, 2017, by Bank of America, N.A. as Administrative Agent for the Secured Parties under the Trademark Security Agreement (as defined below), to Sabre Holdings Corporation ("Holdings") and Sabre GLBL Inc. (f/k/a Sabre Inc.) (the "Borrower," together with Holdings and certain Subsidiaries of the Borrower, the "Grantors"). Capitalized terms used in this Release but not otherwise defined herein shall have the meanings specified in the Security Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Administrative Agent and Grantors entered into that certain Pledge and Security Agreement, dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, Holdings, certain subsidiaries of the Borrower and Deutsche Bank AG New York Branch as administrative agent for the secured parties (the "Administrative Agent");

WHEREAS, Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, entered into that certain Amended and Restated Trademark Security Agreement, dated March 6, 2009 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") which was recorded at the United States Patent and Trademark Office ("USPTO") at, without limitation, Reel 3947, Frame 0411;

WHEREAS, pursuant to the Agreement and Plan of Merger among the Borrower, Nexion, LLC, Nexion, Inc., and Tzell Holdings, LLC dated August 31, 2010, Sabremark Limited Partnership and the Borrower sold to Nexion, LLC the trademark listed on Schedule 1 (the "Trademark");

WHEREAS, pursuant to Section 6.14(c) of the Security Agreement, upon any disposition by any Grantor of any Collateral that is not prohibited by the Credit Agreement, the security interest granted by such Grantor in such Collateral shall be automatically released;

WHEREAS, the sale of the Trademark to Nexion, LLC was not a prohibited disposition and the security interest in the Trademark was automatically released; and

WHEREAS, pursuant to Section 6.14(e) of the Security Agreement, the Administrative Agent agreed to execute and deliver to any Grantor all documents that such Grantor shall reasonably request to evidence such release.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in furtherance of the automatic release pursuant to the Security Agreement, the Administrative Agent, without recourse and without any representation or warranty of any kind (either expressed or implied), hereby agrees that any and all security interests it has against the Trademark have released, canceled, relinquished and discharged. The Administrative Agent agrees to make (and authorizes the Grantors to make) filings with the USPTO and other necessary filings, in each case as reasonably requested by the Grantors and at

the expense of the Grantors, to evidence the release and termination of the Administrative Agent's security interests in the Trademark, without any recourse to and without any representation or warranty of any kind (either expressed or implied) by the Administrative Agent.


This Release evidences the release effective as of January 11, 2013, the closing date of the sale of the Trademark.

This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Administrative Agent has duly executed this Release as of the day and year first above written.

DEUTSCHE BANK AG NEW YORK BRANCH
as former Administrative Agent for the Secured Parties

By: 

Name: **Anca Trifan**
Title: **Managing Director**



Peter Cucchiara
Vice President

Schedule 1

| Mark | Jurisdiction | Filing Date | Application/Serial No. | Registration Date | Registration No. |
|---------|---------------|-------------|------------------------|-------------------|------------------|
| WEBVIEW | UNITED STATES | 06/08/2005 | 78/646,381 | 01/02/2007 | 3,191,467 |