

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572308

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|--------------------------------------|---|--------------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement Supplement No. 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Radixx Solutions International, Inc. | | 04/13/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo, National Association | | |
| Street Address: | 333 S Grand Ave - Floor 05 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90071-1504 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 19 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4505956 | ALL SYSTEMS. GO. | |
| Registration Number: | 4820682 | BOOKSECURE | |
| Registration Number: | 4793131 | BOOKSECURE.NET | |
| Registration Number: | 3340992 | RADIXX | |
| Registration Number: | 3340991 | RADIXX | |
| Registration Number: | 3465976 | RADIXX AIR ENTERPRISE | |
| Registration Number: | 3465975 | RADIXX AIR ENTERPRISE | |
| Registration Number: | 3394598 | RADIXX INTERNATIONAL | |
| Registration Number: | 3394589 | RADIXX INTERNATIONAL | |
| Serial Number: | 88621666 | RADIXX EZYCOMMERCE | |
| Serial Number: | 88621460 | RADIXX EZYCOMMERCE | |
| Serial Number: | 88621413 | RADIXX GO | |
| Serial Number: | 88621469 | RADIXX GO | |
| Serial Number: | 88621436 | RADIXX INSIGHT | |
| Serial Number: | 88621476 | RADIXX INSIGHT | |
| Serial Number: | 88632434 | RADIXX MODERN. EFFECTIVE. EFFICIENT. | |
| Serial Number: | 88632460 | RADIXX MODERN. EFFECTIVE. EFFICIENT. | |
| Serial Number: | 88621442 | RADIXX RES | |
| Serial Number: | 88621487 | RADIXX RES | |

CH \$490.00 4505956

TRADEMARK

CORRESPONDENCE DATA**Fax Number:**

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: 212-819-2655
Email: iprecordations@whitecase.com
Correspondent Name: Peter Giovine/White & Case LLP
Address Line 1: 1221 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

| | |
|--------------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 1103813-0118-BC15 |
|--------------------------------|-------------------|

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|---------------------------|---------------|
| NAME OF SUBMITTER: | Peter Giovine |
|---------------------------|---------------|

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| SIGNATURE: | /Peter Giovine/ |
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|---------------------|------------|
| DATE SIGNED: | 04/16/2020 |
|---------------------|------------|

Total Attachments: 6

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

TRADEMARK SECURITY AGREEMENT SUPPLEMENT NO. 2 (this “**Agreement**”), dated as of April 13, 2020, among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE GLBL INC. (the “**Company**”), the Subsidiary Guarantor (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 Grantor, 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.

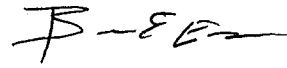
Section 6. Miscellaneous. The provisions of Article VII of the Security Agreement are hereby incorporated by reference.

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.

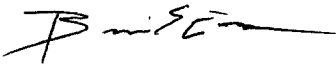
[Signatures on following page]

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

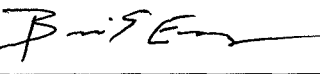
By: 
Name: Brian Evans
Title: Treasurer

SABRE GLBL INC.,
as the Company

By: 
Name: Brian Evans
Title: Treasurer

AS SUBSIDIARY GUARANTOR:

RADIXX SOLUTIONS INTERNATIONAL, INC.

By: 
Name: Brian Evans
Title: Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent

By: Tina D. Gonzalez
Name: Tina D. Gonzalez
Title: Vice President

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

UNITED STATES Trademarks, Service Marks and Trademark Applications

| <u>No.</u> | <u>MARK</u> | <u>SERIAL NO</u> | <u>REG NO</u> | <u>FILE DT</u> | <u>REG DT</u> | <u>OWNER</u> |
|------------|-----------------------|------------------|---------------|----------------|---------------|--------------------------------------|
| 1. | ALL SYSTEMS. GO. | 85585770 | 4505956 | 03/31/2012 | 04/01/2014 | Radixx Solutions International, Inc. |
| 2. | BOOKSECURE | 86330867 | 4820682 | 07/08/2014 | 09/29/2015 | Radixx Solutions International, Inc. |
| 3. | BOOKSECURE.NET | 86330930 | 4793131 | 07/08/2014 | 08/18/2015 | Radixx Solutions International, Inc. |
| 4. | RADIXX | 78542613 | 3340992 | 01/05/ 2005 | 11/20/2007 | Radixx Solutions International, Inc. |
| 5. | RADIXX | 78542608 | 3340991 | 01/05/2005 | 11/20/2007 | Radixx Solutions International, Inc. |
| 6. | RADIXX AIR ENTERPRISE | 77226689 | 3465976 | 07/11/2007 | 07/15/2008 | Radixx Solutions International, Inc. |
| 7. | RADIXX AIR ENTERPRISE | 77226663 | 3465975 | 07/11/ 2007 | 07/15/ 2008 | Radixx Solutions International, Inc. |
| 8. | RADIXX EZYCOMMERCE | 88/621,666 | | 09/18/2019 | | Radixx Solutions Internationsl, Inc. |
| 9. | RADIXX EZYCOMMERCE | 88/621,460 | | 09/18/2019 | | Radixx Solutions International, Inc. |
| 10. | RADIXX GO | 88/621,413 | | 09/18/2019 | | Radixx Solutions International, Inc. |

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| 11. | RADIXX GO | 88/621,469 | | 09/18/2019 | | Radixx Solutions International, Inc. |
| 12. | RADIXX INSIGHT | 88/621,436 | | 09/18/2019 | | Radixx Solutions International, Inc. |
| 13. | RADIXX INSIGHT | 88,621,476 | | 09/18/2019 | | Radixx Solutions International, Inc. |
| 14. | RADIXX INTERNATIONAL & Design | 77226700 | 3394598 | 01/11/2007 | 03/11/2008 | Radixx Solutions International, Inc. |
| 15. | RADIXX INTERNATIONAL & Design | 77226623 | 3394589 | 07/11/2007 | 03/11/ 2008 | Radixx Solutions International, Inc. |
| 16. | RADIXX MODERN.EFFECTIVE.EFFICIENT. (Stylized) | 88/632,434 | | 09/26/2019 | | Radixx Solutions International, Inc. |
| 17. | RADIXX MODERN.EFFECTIVE.EFFICIENT. (Stylized) | 88/632,460 | | 09/26/2019 | | Radixx Solutions International, Inc. |
| 18. | RADIXX RES | 88/621,442 | | 09/18/2019 | | Radixx Solutions International, Inc. |
| 19. | RADIXX RES | 88/621,487 | | 09/18/2019 | | Radixx Solutions International, Inc. |