TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SabreMark Limited Partnership		04/17/2020	Limited Partnership:

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Collateral Agent
Street Address:	600 Fourth Street South
Internal Address:	7th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 57

Property Type	Number	Word Mark
Registration Number:	4762895	ASCEND
Registration Number:	4762896	ASCEND
Registration Number:	4973616	ASCEND
Registration Number:	4973617	ASCEND
Registration Number:	4762897	ASCEND
Registration Number:	1608940	CREWPLAN
Registration Number:	1670750	CREWTRAC
Registration Number:	1779360	DIRECT CONNECT
Registration Number:	1780617	DIRECT CONNECT
Registration Number:	4811431	FE FUSION
Registration Number:	4049275	FLICA.NET
Registration Number:	2942116	FLITETRAC
Registration Number:	2766661	QIK
Registration Number:	1219417	SABRE
Registration Number:	1817762	SABRE
Registration Number:	2732438	SABRE
Registration Number:	5214691	SABRE
Registration Number:	5214694	SABRE

CH $1440.00 4762895

Property Type	Number	Word Mark
Registration Number:	5214764	SABRE
Registration Number:	5387201	SABRE
Registration Number:	5214766	SABRE
Registration Number:	5214765	SABRE
Registration Number:	5214767	SABRE
Registration Number:	5346780	SABRE
Registration Number:	5214690	SABRE
Registration Number:	5346781	SABRE
Registration Number:	5370549	SABRE
Registration Number:	5214692	SABRE
Registration Number:	5346782	SABRE
Registration Number:	5317625	SABRE
Registration Number:	2675325	SABRE
Registration Number:	5214693	SABRE
Registration Number:	4536815	SABRE AIRCENTRE
Registration Number:	3046751	SABRE AIRLINE SOLUTIONS
Registration Number:	4536814	SABRE AIRVISION
Registration Number:	4377783	SABRE HOSPITALITY SOLUTIONS
Registration Number:	4684907	SABRE HOSPITALITY SOLUTIONS
Registration Number:	5041999	SABRE INTELLIGENCE EXCHANGE
Registration Number:	4071408	SABRE RED
Registration Number:	4679150	SABRE SCRIBE
Registration Number:	3088266	SABRE TRAVEL NETWORK
Registration Number:	1845422	SABRESCRIBE
Registration Number:	3169390	SABRESONIC
Registration Number:	4681522	T
Registration Number:	4518442	TRIPCASE
Registration Number:	3905013	TRIPCASE
Registration Number:	4842306	TRIPCASE
Registration Number:	4937507	TRIPCASE
Registration Number:	4530905	TRIPCASE
Registration Number:	4818219	TRIPCASE
Registration Number:	5296951	
Registration Number:	4522768	TRIPFEED
Registration Number:	5383170	TRIPFEED
Registration Number:	5409891	TRIPFEED
Registration Number:	5409892	TRIPFEED
Registration Number:	5383171	TRIPFEED

Property Type	Number	Word Mark
Registration Number:	2520379	VIRTUALLY THERE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	042525-0199
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	04/17/2020

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of April 17, 2020, among SABRE HOLDINGS CORPORATION ("**Holdings**"), SABRE GLBL 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 17, 2020 (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]

TRADEMARK
REEL: 006918 FRAME: 0196

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: Brian S Evans
Name: Brian Evans
Title: Treasurer

SABRE GLBL INC.,
as the Company

By: Brian S Evans
Name: Brian Evans
Title: Treasurer

AS SUBSIDIARY GUARANTORS:

GETTHERE L.P.

By: GetThere Inc., its General Partner

By: Brian S Evans
Name: Brian Evans
Title: Treasurer

SABREMARK LIMITED PARTNERSHIP

By: SabreMark G.P., LLC, its General Partner

By: Brian S Evans
Name: Brian Evans
Title: Treasurer

NEXUS WORLD SERVICES, INC.

By: Brian S Evans
Name: Brian Evans
Title: Treasurer

INNLINK, LLC

By: Brian S Evans

Name: Brian Evans
Title: Treasurer

TRAVLYNX, LLC By:

Brian S Evans

Name: Brian Evans
Title: Treasurer

RADIXX SOLUTIONS INTERNATIONAL, INC.

By: Brian S Evans

Name: Brian Evans
Title: Treasurer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____

Name: Patrick Giordano
Title: Vice President

[Signature Page to Trademark Security Agreement Short Form]

Schedule I

UNITED STATES TRADEMARKS, SERVICE MARKS AND TRADEMARK APPLICATIONS

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
1.	ASCEND	86/198,851	4,762,895	02/20/2014	06/30/2015	SabreMark Limited Partnership
2.	ASCEND	86/198,878	4,762,896	02/20/2014	06/30/2015	SabreMark Limited Partnership
3.	ASCEND	86/198,891	4,973,616	02/20/2014	06/30/2015	SabreMark Limited Partnership
4.	ASCEND	86/198,906	4,973,617	02/20/2014	06/30/2015	SabreMark Limited Partnership
5.	ASCEND	86/198,914	4,762,897	02/20/2014	06/30/2015	SabreMark Limited Partnership
6.	CLIENTBASE	75/026,314	2,308,150	12/01/1995	01/18/2000	Sabre GLBL Inc.
7.	CREWPLAN	73/838,450	1,608,940	11/13/1989	08/07/1990	SabreMark Limited Partnership
8.	CREWTRAC	74/050,600	1,670,750	04/19/1990	12/31/1991	SabreMark Limited Partnership
9.	DIRECT CONNECT	74/327,933	1,779,360	11/03/1992	06/29/1993	SabreMark Limited Partnership
10.	DIRECT CONNECT	74/327,927	1,780,617	11/03/1992	07/06/1993	SabreMark Limited Partnership
11.	FE FUSION	86/465,763	4,811,431	11/26/2014	09/15/2015	SabreMark Limited Partnership
12.	FLICA.NET	85/292,151	4,049,275	04/11/2011	11/01/2011	SabreMark Limited Partnership
13.	FLIGHT DIRECT (Stylized)	75/349,351	2,364,929	08/29/1997	07/04/2000	Sabre GLBL Inc.

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
14.	FLIGHT EXPLORER	76/208,693	2,594,101	02/12/2001	07/16/2002	Sabre GLBL Inc.
15.	FLIGHT SNAPSHOT	76/208,695	2,762,326	02/12/2001	09/09/2003	Sabre GLBL Inc.
16.	FLITETRAC	78/402,907	2,942,116	04/16/2004	04/19/2005	SabreMark Limited Partnership
17.	GETTHERE	85/575,462	4,442,197	03/21/2012	12/03//2013	GetThere L.P.
18.	GETTHERE	76/031,263	2,661,317	04/21/2000	12/17/2002	GetThere L.P.
19.	GETTHERE	76/031,997	2,665,130	04/21/2000	12/24/2002	GetThere L.P.
20.	GETTHERE	75/721,706	2,559,447	06/02/1999	04/09/2002	GetThere L.P.
21.	GT (DESIGN)	85/575,456	4,337,255	3/21/2012	05/21/2013	GetThere L.P.
22.	HOTELINEX	76/295,327	2,624,465	08/03/2001	09/24/2002	Nexus World Services, Inc.
23.	HOTELWORX	85/348,504	4,101,822	06/16/2011	02/21/2012	Nexus World Services, Inc.
24.	INNLINK	74/343,584	1,787,254	12/28/1992	08/10/1993	InnLink, LLC
25.	INNVITE	85/584,992	4,333,760	12/28/1992	08/10/1993	InnLink, LLC
26.	INSTASITE	86/538,678	4,952,660	02/18/2015	05/03/2016	Sabre GLBL Inc.
27.	INSTASITE	86/538,708	4,826,516	02/18/2015	10/06/2015	Sabre GLBL Inc.
28.	INTELLIGENCE EXCHANGE	88/752,443		01/09/2020		Sabre GLBL Inc.
29.	INTERNET TRAVEL NETWORK & Design	75/147,847	2,857,113	08/9/1996	06/29/2004	GetThere L.P.
30.	NEXUS TOTAL SALES MANAGEMENT FOR HOTELS & Design	85/348,458	4,149,061	06/16/2011	05/29/2012	Nexus World Services, Inc.
31.	PASSPORT TO FREEDOM	88/689,599		11/12/2019		Sabre GLBL Inc.

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
32.	QIK	76/471,137	2,766,661	11/19/2002	09/23/2003	SabreMark Limited Partnership
33.	RFPWORX	85/348,576	4,101,826	06/16/2011	02/21/2012	InnLink, LLC
34.	SABRE	73/210,956	1,219,417	04/10/1979	12/07/1982	SabreMark Limited Partnership
35.	SABRE	74/215,811	1,817,762	10/24/1991	01/25/1994	SabreMark Limited Partnership
36.	SABRE	75/677,801	2,732,438	04/06/1999	07/01/2003	SabreMark Limited Partnership
37.	SABRE (Stylized)	86/771,698	5,214,691	09/29/2015	05/30/2017	SabreMark Limited Partnership
38.	SABRE (Stylized)	86/771,706	5,214,694	09/29/2015	05/30/2017	SabreMark Limited Partnership
39.	SABRE	86/828,651	5,214,764	11/23/2015	05/30/2017	SabreMark Limited Partnership
40.	SABRE	86/828,656	5,387,201	11/23/2015	01/23/2018	SabreMark Limited Partnership
41.	SABRE	86/828,657	5,214,766	11/23/2015	05/30/2017	SabreMark Limited Partnership
42.	SABRE	86/828,654	5,214,765	11/23/2015	05/30/2017	SabreMark Limited Partnership
43.	SABRE	86/828,659	5,214,767	11/23/2015	05/30/2017	SabreMark Limited Partnership
44.	SABRE (Stylized)	86/771,686	5,346,780	09/29/2015	11/28/2017	SabreMark Limited Partnership
45.	SABRE (Stylized)	86/771,691	5,214,690	09/29/2015	05/30/2017	SabreMark Limited Partnership

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
46.	SABRE (Stylized)	86/771,695	5,346,781	09/29/2015	11/28/2017	SabreMark Limited Partnership
47.	SABRE (Stylized)	86/771,700	5,370,549	09/29/2015	01/02/2018	SabreMark Limited Partnership
48.	SABRE (Stylized)	86/771,701	5,214,692	09/29/2015	05/30/2017	SabreMark Limited Partnership
49.	SABRE (Stylized)	86/771,705	5,346,782	09/29/2015	11/28/2017	SabreMark Limited Partnership
50.	SABRE (Stylized)	86/771,707	5,317,625	09/29/2015	10/24/2017	SabreMark Limited Partnership
51.	SABRE (Stylized)	75/669,363	2,675,325	03/26/1999	01/14/2003	SabreMark Limited Partnership
52.	SABRE (Stylized) with design	86/771,704	5,214,693	09/29/2015	05/30/2017	SabreMark Limited Partnership
53.	SABRE AIRCENTRE	86/069,306	4,536,815	09/19/2013	05/27/2014	SabreMark Limited Partnership
54.	SABRE AIRLINE SOLUTIONS	78/219,946	3,046,751	02/27/2003	01/17/2006	SabreMark Limited Partnership
55.	SABRE AIRVISION	86/069,296	4,536,814	09/19/2013	05/27/2014	SabreMark Limited Partnership
56.	SABRE HOSPITALITY SOLUTIONS	85/977,901	4,377,783	05/18/2010	07/30/2013	SabreMark Limited Partnership
57.	SABRE HOSPITALITY SOLUTIONS	85/041,827	4,684,907	05/18/2010	02/10/2015	SabreMark Limited Partnership
58.	SABRE INTELLIGENCE EXCHANGE	86/524,555	5,041,999	02/04/2015	07/30/2013	SabreMark Limited Partnership
59.	SABRE IX	88/752,692		01/09/2020		Sabre GLBL Inc.

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
60.	SABRE RED	85/050,532	4,071,408	05/28/2010	12/13/2011	SabreMark Limited Partnership
61.	SABRE SCRIBE	86/381,342	4,679,150	08/29/2014	01/27/2015	SabreMark Limited Partnership
62.	SABRE TECHNOLOGY EXCHANGE	88/689,693		11/12/2019		Sabre GLBL, Inc.
63.	SABRE TRAVEL NETWORK	78/219,939	3,088,266	02/27/2003	05/02/2006	SabreMark Limited Partnership
64.	SABRESCRIBE	74/408,813	1,845,422	07/06/1993	07/19/1994	SabreMark Limited Partnership
65.	SABRESONIC	78/348,412	3,169,390	01/06/2004	11/07/2006	SabreMark Limited Partnership
66.	STX	88/689,724		11/12/2019		Sabre GLBL Inc.
67.	SYNXIS	75/488,877	2,277,670	05/21/1998	09/14/1999	Sabre GLBL Inc.
68.	SYNXIS	87/018,087	5,100,010	04/28/2016	12/13/2016	Sabre GLBL Inc.
69.	T & BRIEFCASE DESIGN APP ICON	86/318,623	4,681,522	06/24/2014	02/03/2015	SabreMark Limited Partnership
70.	TRAMS	78/863,730	3,290,771	04/18/2006	09/11/2007	Sabre GLBL Inc.
71.	TRAVLYNX MAKE YOUR MARK	86/028,568	4,524,840	08/05/2013	05/06/2014	Travlynx, LLC
72.	TRIPCASE	85/663,817	4,518,442	06/28/2012	04/22/2014	SabreMark Limited Partnership
73.	TRIPCASE	77/717,679	3,905,013	04/20/2009	01/11/2011	SabreMark Limited Partnership
74.	TRIPCASE	86/343,980	4,842,306	07/22/2014	10/27/2015	SabreMark Limited Partnership

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
75.	TRIPCASE	86/344,502	4,937507	07/22/2014	04/12/2016	SabreMark Limited Partnership
76.	TRIPCASE & BRIEFCASE DESIGN	85/981,238	4,530,905	06/28/2012	05/13/2014	SabreMark Limited Partnership
77.	TRIPCASE & BRIEFCASE DESIGN	85/663,811	4,818,219	06/28/2012	09/22/2015	SabreMark Limited Partnership
78.	TRIPCASE APP ICON (BLACK & WHITE)	86/737,903	5,296,951	08/26/2015	09/26/2017	SabreMark Limited Partnership
79.	TRIPFEED	85/743,555	4,522,768	10/02/2012	04/29/2014	SabreMark Limited Partnership
80.	TRIPFEED	86/772,470	5,383,170	09/29/2015	04/29/2014	SabreMark Limited Partnership
81.	TRIPFEED	86/772,492	5,409,891	09/29/2015	02/27/2018	SabreMark Limited Partnership
82.	TRIPFEED	86/772,499	5,409,892	09/29/2015	02/27/2018	SabreMark Limited Partnership
83.	TRIPFEED	86/772,503	5,383,171	09/29/2015	01/23/2018	SabreMark Limited Partnership
84.	VIRTUALLY THERE	74/733,008	2,520,379	09/22/1995	12/18/2001	SabreMark Limited Partnership
85.	ALL SYSTEMS. GO.	85585770	4505956	03/31/2012	04/01/2014	Radixx Solutions International, Inc.
86.	BOOKSECURE	86330867	4820682	07/08/2014	09/29/2015	Radixx Solutions International, Inc.
87.	BOOKSECURE.NET	86330930	4793131	07/08/2014	08/18/2015	Radixx Solutions International, Inc.

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
88.	RADIXX	78542613	3340992	01/05/2005	11/20/2007	Radixx Solutions International, Inc.
89.	RADIXX	78542608	3340991	01/05/2005	11/20/2007	Radixx Solutions International, Inc.
90.	RADIXX AIR ENTERPRISE	77226689	3465976	07/11/2007	07/15/2008	Radixx Solutions International, Inc.
91.	RADIXX AIR ENTERPRISE	77226663	3465975	07/11/2007	07/15/2008	Radixx Solutions International, Inc.
92.	RADIXX EZYCOMMERCE	88/621,666		09/18/2019		Radixx Solutions International, Inc.
93.	RADIXX EZYCOMMERCE	88/621,460		09/18/2019		Radixx Solutions International, Inc.
94.	RADIXX GO	88/621,413		09/18/2019		Radixx Solutions International, Inc.
95.	RADIXX GO	88/621,469		09/18/2019		Radixx Solutions International, Inc.
96.	RADIXX INSIGHT	88/621,436		09/18/2019		Radixx Solutions International, Inc.
97.	RADIXX INSIGHT	88,621,476		09/18/2019		Radixx Solutions International, Inc.
98.	RADIXX INTERNATIONAL & Design	77226700	3394598	01/11/2007	03/11/2008	Radixx Solutions International, Inc.
99.	RADIXX INTERNATIONAL & Design	77226623	3394589	07/11/2007	03/11/ 2008	Radixx Solutions International, Inc.

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
100.	RADIXX MODERN.EFFECTIVE.EFFICIENT. (Stylized)	88/632,434		09/26/2019		Radixx Solutions International, Inc.
101.	RADIXX MODERN.EFFECTIVE.EFFICIENT. (Stylized)	88/632,460		09/26/2019		Radixx Solutions International, Inc.
102.	RADIXX RES	88/621,442		09/18/2019		Radixx Solutions International, Inc.
103.	RADIXX RES	88/621,487		09/18/2019		Radixx Solutions International, Inc.