

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM599252

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXUS WORLD SERVICES, INC.		08/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT		
Street Address:	750 N. SAINT PAUL PLACE		
Internal Address:	SUITE 1750, MAC T9263-170		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2624465	HOTELINEX	
Registration Number:	4101822	HOTELWORX	
Registration Number:	4149061	NEXUS TOTAL SALES MANAGEMENT FOR HOTELS	
Registration Number:	4101826	RFPWORX	
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>			
Phone:	202 454 2850		
Email:	docket@butzel.com		
Correspondent Name:	Butzel Long		
Address Line 1:	1909 K St., Suite 500		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	000160069		
NAME OF SUBMITTER:	RL Barlow III		
SIGNATURE:	/Trey Barlow/		
DATE SIGNED:	09/24/2020		

OP \$115.00 2624465

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of August 27, 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 August 27, 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.

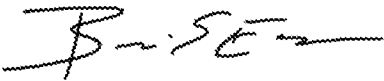
Section 6. Miscellaneous. The provisions of Article VII of the Security Agreement are hereby incorporated by reference.

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.

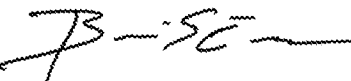
[Signatures on following page]

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

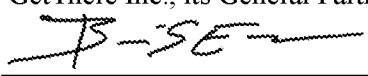
By: 
Name: Brian Evans
Title: Treasurer

SABRE GLBL INC.,
as the Company

By: 
Name: Brian Evans
Title: Treasurer

AS SUBSIDIARY GUARANTORS:

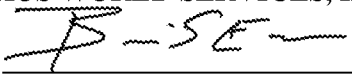
GETTHERE L.P.

By: GetThere Inc., its General Partner
By: 
Name: Brian Evans
Title: Treasurer

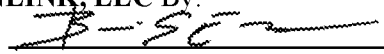
SABREMARK LIMITED PARTNERSHIP

By: SabreMark G.P., LLC, its General Partner
By: _____
Name: Steven W. Milton
Title: Corporate Secretary

NEXUS WORLD SERVICES, INC.

By: 
Name: Brian Evans
Title: Treasurer

INNLINK, LLC By:


Name: Brian Evans
Title: Treasurer

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 GUARANTORS:

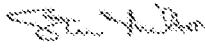
GETTHERE L.P.

By: GetThere Inc., its General Partner

By: _____
Name: Brian Evans
Title: Treasurer

SABREMARK LIMITED PARTNERSHIP

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

By:  _____
Name: Steven W. Milton
Title: Corporate Secretary

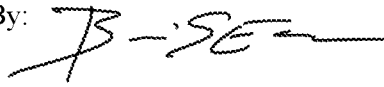
NEXUS WORLD SERVICES, INC.

By: _____
Name: Brian Evans
Title: Treasurer

INNLINK, LLC By:

Name: Brian Evans
Title: Treasurer

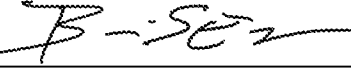
TRAVLYNX, LLC

By: 

Name: Brian Evans

Title: Treasurer

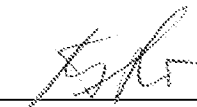
RADIXX SOLUTIONS INTERNATIONAL, INC.

By: 

Name: Brian Evans

Title: Treasurer

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Collateral Agent**

By:  _____
Name: Patrick Giordano
Title: Vice President

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.
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.

[Schedule I to Trademark Security Agreement Short Form]

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
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.	INSTASITE	86/538,678	4,952,660	02/18/2015	05/03/2016	Sabre GBLB Inc.
26.	INSTASITE	86/538,708	4,826,516	02/18/2015	10/06/2015	Sabre GBLB Inc.
27.	INTELLIGENCE EXCHANGE	88/752,443		01/09/2020		Sabre GBLB Inc.
28.	INTERNET TRAVEL NETWORK & Design	75/147,847	2,857,113	08/9/1996	06/29/2004	GetThere L.P.
29.	NEXUS TOTAL SALES MANAGEMENT FOR HOTELS & Design	85/348,458	4,149,061	06/16/2011	05/29/2012	Nexus World Services, Inc.
30.	PASSPORT TO FREEDOM	88/689,599		11/12/2019		Sabre GBLB Inc.
31.	QIK	76/471,137	2,766,661	11/19/2002	09/23/2003	SabreMark Limited Partnership
32.	RFPWORX	85/348,576	4,101,826	06/16/2011	02/21/2012	Nexus World Services, Inc.
33.	SABRE	73/210,956	1,219,417	04/10/1979	12/07/1982	SabreMark Limited Partnership
34.	SABRE	74/215,811	1,817,762	10/24/1991	01/25/1994	SabreMark Limited Partnership
35.	SABRE	75/677,801	2,732,438	04/06/1999	07/01/2003	SabreMark Limited Partnership
36.	SABRE (Stylized)	86/771,698	5,214,691	09/29/2015	05/30/2017	SabreMark Limited Partnership
37.	SABRE (Stylized)	86/771,706	5,214,694	09/29/2015	05/30/2017	SabreMark Limited Partnership
38.	SABRE	86/828,651	5,214,764	11/23/2015	05/30/2017	SabreMark Limited Partnership
39.	SABRE	86/828,656	5,387,201	11/23/2015	01/23/2018	SabreMark Limited Partnership

[Schedule I to Trademark Security Agreement Short Form]

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
40.	SABRE	86/828,657	5,214,766	11/23/2015	05/30/2017	SabreMark Limited Partnership
41.	SABRE	86/828,654	5,214,765	11/23/2015	05/30/2017	SabreMark Limited Partnership
42.	SABRE	86/828,659	5,214,767	11/23/2015	05/30/2017	SabreMark Limited Partnership
43.	SABRE (Stylized)	86/771,686	5,346,780	09/29/2015	11/28/2017	SabreMark Limited Partnership
44.	SABRE (Stylized)	86/771,691	5,214,690	09/29/2015	05/30/2017	SabreMark Limited Partnership
45.	SABRE (Stylized)	86/771,695	5,346,781	09/29/2015	11/28/2017	SabreMark Limited Partnership
46.	SABRE (Stylized)	86/771,700	5,370,549	09/29/2015	01/02/2018	SabreMark Limited Partnership
47.	SABRE (Stylized)	86/771,701	5,214,692	09/29/2015	05/30/2017	SabreMark Limited Partnership
48.	SABRE (Stylized)	86/771,705	5,346,782	09/29/2015	11/28/2017	SabreMark Limited Partnership
49.	SABRE (Stylized)	86/771,707	5,317,625	09/29/2015	10/24/2017	SabreMark Limited Partnership
50.	SABRE (Stylized)	75/669,363	2,675,325	03/26/1999	01/14/2003	SabreMark Limited Partnership
51.	SABRE (Stylized) with design	86/771,704	5,214,693	09/29/2015	05/30/2017	SabreMark Limited Partnership
52.	SABRE AIRCENTRE	86/069,306	4,536,815	09/19/2013	05/27/2014	SabreMark Limited Partnership
53.	SABRE AIRLINE SOLUTIONS	78/219,946	3,046,751	02/27/2003	01/17/2006	SabreMark Limited Partnership
54.	SABRE AIRVISION	86/069,296	4,536,814	09/19/2013	05/27/2014	SabreMark Limited Partnership
55.	SABRE HOSPITALITY SOLUTIONS	85/977,901	4,377,783	05/18/2010	07/30/2013	SabreMark Limited Partnership
56.	SABRE HOSPITALITY SOLUTIONS	85/041,827	4,684,907	05/18/2010	02/10/2015	SabreMark Limited Partnership
57.	SABRE INTELLIGENCE EXCHANGE	86/524,555	5,041,999	02/04/2015	09/13/2016	SabreMark Limited Partnership
58.	SABRE RED	85/050,532	4,071,408	05/28/2010	12/13/2011	SabreMark Limited Partnership

[Schedule I to Trademark Security Agreement Short Form]

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
59.	SABRE SCRIBE	86/381,342	4,679,150	08/29/2014	01/27/2015	SabreMark Limited Partnership
60.	SABRE TECHNOLOGY EXCHANGE	88/689,693		11/12/2019		Sabre GBLB Inc.
61.	SABRE TRAVEL NETWORK	78/219,939	3,088,266	02/27/2003	05/02/2006	SabreMark Limited Partnership
62.	SABRESCRIBE	74/408,813	1,845,422	07/06/1993	07/19/1994	SabreMark Limited Partnership
63.	SABRESONIC	78/348,412	3,169,390	01/06/2004	11/07/2006	SabreMark Limited Partnership
64.	STX	88/689,724		11/12/2019		Sabre GBLB Inc.
65.	SYNXIS	75/488,877	2,277,670	05/21/1998	09/14/1999	Sabre GBLB Inc.
66.	SYNXIS	87/018,087	5,100,010	04/28/2016	12/13/2016	Sabre GBLB Inc.
67.	T & BRIEFCASE DESIGN APP ICON	86/318,623	4,681,522	06/24/2014	02/03/2015	SabreMark Limited Partnership
68.	TRAMS	78/863,730	3,290,771	04/18/2006	09/11/2007	Sabre GBLB Inc.
69.	TRAVLYNX MAKE YOUR MARK	86/028,568	4,524,840	08/05/2013	05/06/2014	Travlynx, LLC
70.	TRIPCASE	85/663,817	4,518,442	06/28/2012	04/22/2014	SabreMark Limited Partnership
71.	TRIPCASE	77/717,679	3,905,013	04/20/2009	01/11/2011	SabreMark Limited Partnership
72.	TRIPCASE	86/343,980	4,842,306	07/22/2014	10/27/2015	SabreMark Limited Partnership
73.	TRIPCASE	86/344,502	4,937,507	07/22/2014	04/12/2016	SabreMark Limited Partnership
74.	TRIPCASE & BRIEFCASE DESIGN	85/981,238	4,530,905	06/28/2012	05/13/2014	SabreMark Limited Partnership
75.	TRIPCASE & BRIEFCASE DESIGN	85/663,811	4,818,219	06/28/2012	09/22/2015	SabreMark Limited Partnership
76.	TRIPCASE APP ICON (BLACK & WHITE)	86/737,903	5,296,951	08/26/2015	09/26/2017	SabreMark Limited Partnership
77.	TRIPFEED	85/743,555	4,522,768	10/02/2012	04/29/2014	SabreMark Limited Partnership
78.	TRIPFEED	86/772,470	5,383,170	09/29/2015	01/23/2018	SabreMark Limited Partnership

[Schedule I to Trademark Security Agreement Short Form]

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
79.	TRIPFEED	86/772,492	5,409,891	09/29/2015	02/27/2018	SabreMark Limited Partnership
80.	TRIPFEED	86/772,499	5,409,892	09/29/2015	02/27/2018	SabreMark Limited Partnership
81.	TRIPFEED	86/772,503	5,383,171	09/29/2015	01/23/2018	SabreMark Limited Partnership
82.	VIRTUALLY THERE	74/733,008	2,520,379	09/22/1995	12/18/2001	SabreMark Limited Partnership
83.	ALL SYSTEMS. GO.	85/585,770	4,505,956	03/31/2012	04/01/2014	Radixx Solutions International, Inc.
84.	BOOKSECURE	86/330,867	4,820,682	07/08/2014	09/29/2015	Radixx Solutions International, Inc.
85.	BOOKSECURE.NET	86/330,930	4,793,131	07/08/2014	08/18/2015	Radixx Solutions International, Inc.
86.	RADIXX	78/542,613	3,340,992	01/05/2005	11/20/2007	Radixx Solutions International, Inc.
87.	RADIXX	78/542,608	3,340,991	01/05/2005	11/20/2007	Radixx Solutions International, Inc.
88.	RADIXX AIR ENTERPRISE	77/226,689	3,465,976	07/11/2007	07/15/2008	Radixx Solutions International, Inc.
89.	RADIXX AIR ENTERPRISE	77/226,663	3,465,975	07/11/2007	07/15/2008	Radixx Solutions International, Inc.
90.	RADIXX EZYCOMMERCE	88/621,460	6,029,071	09/18/2019	04/07/2020	Radixx Solutions International, Inc.
91.	RADIXX EZYCOMMERCE	88/903,136		05/06/2020		Radixx Solutions International, Inc.
92.	RADIXX GO	88/621,413	6,128,341	09/18/2019	08/18/2020	Radixx Solutions International, Inc.
93.	RADIXX GO	88/621,469	6,029,072	09/18/2019	04/07/2020	Radixx Solutions International, Inc.
94.	RADIXX GO	88/903,189		05/06/2020		Radixx Solutions International, Inc.
95.	RADIXX INSIGHT	88/621,476	6,029,073	09/18/2019	04/07/2020	Radixx Solutions International, Inc.

[Schedule I to Trademark Security Agreement Short Form]

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
96.	RADIXX INSIGHT	88/903,166		05/06/2020		Radixx Solutions International, Inc.
97.	RADIXX INTERNATIONAL & Design	77/226,700	3,394,598	01/11/2007	03/11/2008	Radixx Solutions International, Inc.
98.	RADIXX INTERNATIONAL & Design	77/226,623	3,394,589	07/11/2007	03/11/2008	Radixx Solutions International, Inc.
99.	RADIXX RES	88/903,183		05/06/2020		Radixx Solutions International, Inc.

[Schedule I to Trademark Security Agreement Short Form]