

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM772164

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SabreMark Limited Partnership		12/06/2022	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Computershare Trust Company, N.A., as Collateral Agent
Street Address:	600 S. 4th Street
Internal Address:	7th Floor
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55415
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Serial Number:	86198891	ASCEND
Serial Number:	86198906	ASCEND
Serial Number:	74327933	DIRECT CONNECT
Serial Number:	74327927	DIRECT CONNECT
Serial Number:	78402907	FLITETRAC
Serial Number:	86344502	TRIPCASE
Serial Number:	85981238	TRIPCASE
Serial Number:	86737903	
Serial Number:	86772470	TRIPFEED
Serial Number:	86772492	TRIPFEED
Serial Number:	86772499	TRIPFEED
Serial Number:	86772503	TRIPFEED
Serial Number:	76471137	QIK
Serial Number:	73210956	SABRE
Serial Number:	74215811	SABRE
Serial Number:	75677801	SABRE
Serial Number:	86828651	SABRE
Serial Number:	86828656	SABRE

CH \$1140.00 86198891

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86828657	SABRE
Serial Number:	86828654	SABRE
Serial Number:	86828659	SABRE
Serial Number:	86771698	SABRE
Serial Number:	86771706	SABRE
Serial Number:	86771686	SABRE
Serial Number:	86771691	SABRE
Serial Number:	86771695	SABRE
Serial Number:	86771700	SABRE
Serial Number:	86771701	SABRE
Serial Number:	86771705	SABRE
Serial Number:	86771707	SABRE
Serial Number:	75669363	SABRE
Serial Number:	86771704	SABRE
Serial Number:	86069306	SABRE AIRCENTRE
Serial Number:	78219946	SABRE AIRLINE SOLUTIONS
Serial Number:	86069296	SABRE AIRVISION
Serial Number:	85977901	SABRE HOSPITALITY SOLUTIONS
Serial Number:	85041827	SABRE HOSPITALITY SOLUTIONS
Serial Number:	86524555	SABRE INTELLIGENCE EXCHANGE
Serial Number:	85050532	SABRE RED
Serial Number:	78219939	SABRE TRAVEL NETWORK
Serial Number:	74408813	SABRESUBSCRIBE
Serial Number:	78348412	SABRESONIC
Serial Number:	85663817	TRIPCASE
Serial Number:	77717679	TRIPCASE
Serial Number:	86343980	TRIPCASE

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: 12129061216
Email: angela.amaru@lw.com
Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 1271 Avenue of the Americas
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	049268-0363
NAME OF SUBMITTER:	Angela M Amaru

SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	12/06/2022
Total Attachments: 8 source=Sabre - Trademark Short Form Security Agreement (Executed)#page1.tif source=Sabre - Trademark Short Form Security Agreement (Executed)#page2.tif source=Sabre - Trademark Short Form Security Agreement (Executed)#page3.tif source=Sabre - Trademark Short Form Security Agreement (Executed)#page4.tif source=Sabre - Trademark Short Form Security Agreement (Executed)#page5.tif source=Sabre - Trademark Short Form Security Agreement (Executed)#page6.tif source=Sabre - Trademark Short Form Security Agreement (Executed)#page7.tif source=Sabre - Trademark Short Form Security Agreement (Executed)#page8.tif	

TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of December 6, 2022, among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE GLBL INC. (the “**Company**”), the Subsidiary Guarantors (each of the foregoing, including the Company, a “**Grantor**”) and COMPUTERSHARE TRUST COMPANY, N.A., as Collateral Agent for the Secured Parties (as defined below).

Reference is made to the Pledge and Security Agreement dated as of December 6, 2022 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Company, the Subsidiary Guarantors and Computershare Trust Company, N.A. 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 with respect to any Trademark applications filed in the USPTO on the basis of such Grantor’s “intent-to-use” such Trademark, unless and until an amendment to such application or an acceptable evidence of use of such Trademark has been filed with the USPTO pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), as applicable, to the extent that granting a lien in or assigning such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration that issues therefrom:

(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, without limitation, those registrations and registration applications in the USPTO referred to on Schedule I hereto 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

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. 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.

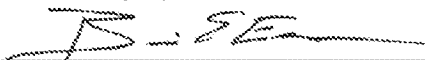
[Signatures on following page]

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

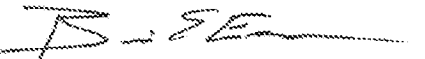
SABRE GLBL INC.,
as the Company

By: 
Name: Brian Evans
Title: Treasurer

AS SUBSIDIARY GUARANTORS: GETTHERE


L.P.

By: GetThere Inc., its General Partner

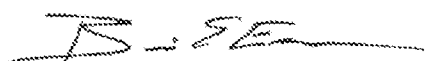
By: 
Name: Brian Evans
Title: Treasurer

SABREMARK LIMITED PARTNERSHIP

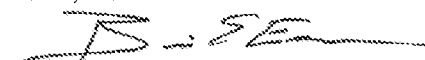
By: SabreMark G.P., LLC, its General Partner By:


Name: Steven W. Milton
Title: Corporate Secretary

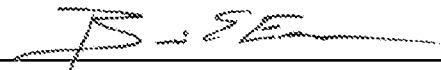
NEXUS WORLD SERVICES, INC.

By: 
Name: Brian Evans
Title: Treasurer

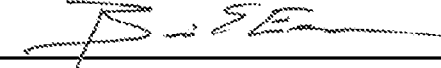
INNLINK, LLC

By: 
Name: Brian Evans
Title : Treasurer

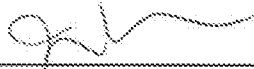
TRAVLYNX, LLC

By: 
Name: Brian Evans
Title: Treasurer

RADIXX SOLUTIONS INTERNATIONAL, INC.

By: 
Name: Brian Evans
Title: Treasurer

COMPUTERSHARE TRUST COMPANY, N.A., as
Collateral Agent

By: 
Name: Jessica Williams
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	86/198,891	4,973,616	02/20/2014	06/30/2015	SabreMark Limited Partnership
2.	ASCEND	86198906	4973617	02/20/2014	06/07/2016	SabreMark Limited Partnership
3.	DIRECT CONNECT	74/327,933	1,779,360	11/03/1992	06/29/1993	SabreMark Limited Partnership
4.	DIRECT CONNECT	74/327,927	1,780,617	11/03/1992	07/06/1993	SabreMark Limited Partnership
5.	FLIGHT SNAPSHOT	76/208,695	2,762,326	02/12/2001	09/09/2003	Sabre GBLB Inc.
6.	FLITETRAC	78/402,907	2,942,116	04/16/2004	04/19/2005	SabreMark Limited Partnership
7.	GETTHERE	85/575,462	4,442,197	03/21/2012	12/03//2013	GetThere L.P.
8.	GETTHERE	76/031,263	2,661,317	04/21/2000	12/17/2002	GetThere L.P.
9.	GETTHERE	76/031,997	2,665,130	04/21/2000	12/24/2002	GetThere L.P.
10.	GETTHERE	75/721,706	2,559,447	06/02/1999	04/09/2002	GetThere L.P.
11.	GT (DESIGN)	85/575,456	4,337,255	3/21/2012	05/21/2013	GetThere L.P.
12.	HOTELINEX	76/295,327	2,624,465	08/03/2001	09/24/2002	NEXUS WORLD SERVICES, INC.
13.	INNLINK	74/343,584	1,787,254	12/28/1992	08/10/1993	InnLink, LLC
14.	INTELLIGENCE EXCHANGE	88/752,443	6,708,740	01/09/2020	04/19/2022	Sabre GBLB Inc.
15.	INTERNET TRAVEL NETWORK	75/147,847	2,857,113	08/9/1996	06/29/2004	GetThere L.P.
16.	NEXUS TOTAL SALES MANAGEMENT FOR HOTELS & Design	85/348,458	4,149,061	06/16/2011	05/29/2012	NEXUS WORLD SERVICES, INC.
17.	PASSPORT TO FREEDOM	88/689,599	6,214,501	11/12/2019	12/08/2020	Sabre GBLB Inc.
18.	QIK	76/471,137	2,766,661	11/19/2002	09/23/2003	SabreMark Limited Partnership
19.	RADIXX	78542613	3340992	01/05/ 2005	11/20/2007	Radixx Solutions International, Inc.
20.	RADIXX	78542608	3340991	01/05/2005	11/20/2007	Radixx Solutions International, Inc.
21.	RADIXX AIR ENTERPRISE	77226689	3465976	07/11/2007	07/15/2008	Radixx Solutions International, Inc.
22.	RADIXX AIR ENTERPRISE	77226663	3465975	07/11/ 2007	07/15/ 2008	Radixx Solutions International, Inc.
23.	RADIXX EZYCOMMERCE	88/903136,	6,264,540	05/06/2020	02/09/2021	Radixx Solutions Internationl, Inc.
24.	RADIXX EZYCOMMERCE	88/621,460	6,029,071	09/18/2019	04/07/2020	Radixx Solutions International, Inc.
25.	RADIXX GO	88/621,413	6,128,341	09/18/2019	8/18/2020	Radixx Solutions International, Inc.
26.	RADIXX GO	88/621,469	6,02,9072	09/18/2019	4/07/2020	Radixx Solutions International, Inc.

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
27.	RADIXX GO	88/903,189	6,264,543	05/06/2020	02/09/2021	Radixx Solutions International, Inc.
28.	RADIXX INSIGHT	88/903166	6,264,541	05/06/2020	02/09/2021	Radixx Solutions International, Inc.
29.	RADIXX INSIGHT	88,621,476	6,029,073	09/18/2019	04/07/2020	Radixx Solutions International, Inc.
30.	RADIXX INTERNATIONAL &	77226700	3394598	01/11/2007	03/11/2008	Radixx Solutions International, Inc.
31.	RADIXX INTERNATIONAL &	77226623	3394589	07/11/2007	03/11/2008	Radixx Solutions International, Inc.
32.	RADIXX RES	88/903,183	6,264,542	05/06/2020	02/09/2021	Radixx Solutions International, 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	86/828,651	5,214,764	11/23/2015	05/30/2017	SabreMark Limited Partnership
37.	SABRE	86/828,656	5,387,201	11/23/2015	01/23/2018	SabreMark Limited Partnership
38.	SABRE	86/828,657	5,214,766	11/23/2015	05/30/2017	SabreMark Limited Partnership
39.	SABRE	86/828,654	5,214,765	11/23/2015	05/30/2017	SabreMark Limited Partnership
40.	SABRE	86/828,659	5,214,767	11/23/2015	05/30/2017	SabreMark Limited Partnership
41.	SABRE (Stylized)	86/771,698	5,214,691	09/29/2015	05/30/2017	SabreMark Limited Partnership
42.	SABRE (Stylized)	86/771,706	5,214,694	09/29/2015	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

No.	MARK	SERIAL NO	REG NO	FILE DT	REG DT	OWNER
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	07/30/2013	SabreMark Limited Partnership
58.	SABRE RED	85/050,532	4,071,408	05/28/2010	12/13/2011	SabreMark Limited Partnership
59.	SABRE TECHNOLOGY EXCHANGE	88/689,693	6,214,502	11/12/2019	12/08/2020	Sabre GLBL Inc.
60.	SABRE TRAVEL NETWORK	78/219,939	3,088,266	02/27/2003	05/02/2006	SabreMark Limited Partnership
61.	SABRESUBSCRIBE	74/408,813	1,845,422	07/06/1993	07/19/1994	SabreMark Limited Partnership
62.	SABRESONIC	78/348,412	3,169,390	01/06/2004	11/07/2006	SabreMark Limited Partnership
63.	STX	88/689,724	6,145,727	11/12/2019	09/08/2020	Sabre GLBL Inc.
64.	SYNXIS	75/488,877	2,277,670	05/21/1998	09/14/1999	Sabre GLBL Inc.
65.	SYNXIS	87/018,087	5,100,010	04/28/2016	12/13/2016	Sabre GLBL Inc.
66.	TRIPCASE	85/663,817	4,518,442	06/28/2012	04/22/2014	SabreMark Limited Partnership
67.	TRIPCASE	77/717,679	3,905,013	04/20/2009	01/11/2011	SabreMark Limited Partnership
68.	TRIPCASE	86/343,980	4,842,306	07/22/2014	10/27/2015	SabreMark Limited Partnership
69.	TRIPCASE	86/344,502	4,937,507	07/22/2014	04/12/2016	SabreMark Limited Partnership
70.	TRIPCASE & BRIEFCASE DESIGN	85/981,238	4,530,905	06/28/2012	05/13/2014	SabreMark Limited Partnership
71.	TRIPCASE APP ICON (BLACK & WHITE)	86/737,903	5,296,951	08/26/2015	09/26/2017	SabreMark Limited Partnership
72.	TRIPFEED	86/772,470	5,383,170	09/29/2015	04/29/2014	SabreMark Limited Partnership
73.	TRIPFEED	86/772,492	5,409,891	09/29/2015	02/27/2018	SabreMark Limited Partnership
74.	TRIPFEED	86/772,499	5,409,892	09/29/2015	02/27/2018	SabreMark Limited Partnership
75.	TRIPFEED	86/772,503	5,383,171	09/29/2015	01/23/2018	SabreMark Limited Partnership