

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Site59.com, LLC	03/30/2007
RECEIVING PARTY DATA	
Name:	Deutsche Bank AG New York Branch, as Administrative Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7092892
Application Number:	11424956
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2128198200
Email:	FCutajar@whitecase.com
Correspondent Name:	White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patent Department
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1104031-0362
NAME OF SUBMITTER:	Frances B. Cutajar
Total Attachments: 6	
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PATENT SECURITY AGREEMENT
(SHORT-FORM)

PATENT SECURITY AGREEMENT, dated as of March 30, 2007, among SABRE HOLDINGS CORPORATION ("Holdings"), SABRE, INC. (the "Borrower"), certain Subsidiaries of the Borrower from time to time party hereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent for the Secured Parties (as defined below).

Reference is made to the Pledge and Security Agreement dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent. The Secured Parties' agreements in respect of extensions of credit to the Borrower are set forth in the Credit Agreement dated as of March 30, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent, Swing Line Lender, and Revolving L/C Issuer, and each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender"). Each of Holdings and the Subsidiaries party hereto is an affiliate of the Borrower and will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. 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 Credit Agreement 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 Administrative 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 "Patent Collateral"):

All letters Patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters Patent of the United States or the equivalent thereof in any other country in or to which any Grantor now or hereafter has any right, title or interest therein, including registrations, recordings and pending applications in the USPTO or any similar offices in any other country, and all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Patent Security 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 Administrative 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 Patent Collateral acquired under this

Agreement. Additionally, upon such satisfactory performance or payment, the Administrative 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 Patent Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent 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.

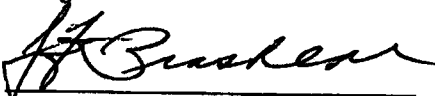
Section 5. Representations and Warranties. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Patent Collateral consisting of U.S. Patent registrations or applications owned by the Grantor, in whole or in part, is set forth in Schedule I.

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

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

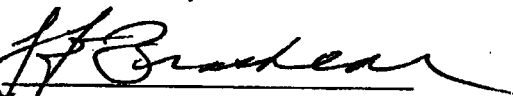
SABRE HOLDINGS CORPORATION,
as Holdings

By: 
Name: _____
Title: Authorized Signatory

SABRE INC.,
as the Borrower,

By: 
Name: _____
Title: Authorized Signatory

**EACH OF THE CREDIT PARTIES LISTED ON
ANNEX A HERETO,**

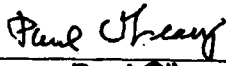
By: 
Name: _____
Title: Authorized Signatory

**DEUTSCHE BANK AG NEW YORK
BRANCH,**
as Administrative Agent

By: _____
Name: _____
Title: Authorized Signatory

Signature Page for
Patent Security Agreement (Short-Form)

**DEUTSCHE BANK AG NEW YORK
BRANCH,
as Administrative Agent**

By: 
Name: **Paul O'Leary**
Title: **Vice President**

By: 
Name: **Marcus M. Markington**
Title: **Director**

Signature Page for
Patent Security Agreement (Short-Form)

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Annex A

List of Borrower Subsidiaries that are Credit Parties

1. AllMeetings Inc.
2. All State Tours, Inc.
3. GetThere Inc.
4. GetThere L.P.
5. Nexion, Inc.
6. Sabre International Newco, Inc.
7. Sabre Investments, Inc.
8. SabreMark G.P., LLC
9. SabreMark Limited Partnership
10. Site59.com, LLC
11. SST Finance, Inc.
12. SST Holding, Inc.
13. TRAMS, Inc.
14. Travelocity Holdings I, LLC
15. Travelocity Holdings, Inc.
16. Travelocity.com Inc.
17. Travelocity.com LP

SCHEDULE I

Site59.com, LLC

Patent	App./Patent No.	Filing/Issue Date
system and method for grouping and selling products or services	7,092,892	8/15/06
system and method for grouping and selling products or services	11/424,956	6/19/06