

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
Travelocity.com LP	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: 37

Property Type	Number
Patent Number:	7082400
Patent Number:	7181410
Patent Number:	7321863
Patent Number:	7395220
Patent Number:	5995943
Patent Number:	5901287
Patent Number:	6208975
Patent Number:	6931399
Patent Number:	5893093
Patent Number:	6202065
Application Number:	10771798
Application Number:	11224164
Application Number:	11314860
Application Number:	11258483
Application Number:	11198255

PATENT

500674214

REEL: 021669 FRAME: 0673

OP \$1480.00 7082400

Application Number:	09698077
Application Number:	10367001
Application Number:	11457248
Application Number:	09276825
Application Number:	11232064
Application Number:	11235536
Application Number:	09990779
Application Number:	11236016
Application Number:	11130521
Application Number:	09471012
Application Number:	09275887
Application Number:	10981375
Application Number:	09429603
Application Number:	09482032
Application Number:	09519459
Application Number:	29246384
Application Number:	60788529
Application Number:	60863669
Application Number:	11148088
Application Number:	11088289
Application Number:	11236419
Application Number:	11100035

CORRESPONDENCE DATA

Fax Number: (212)354-8113
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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: 7
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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.

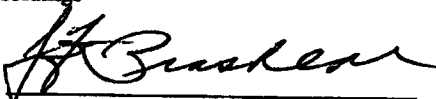
Section 5. Representations and Warranties. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Patent Collateral consisting of 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.

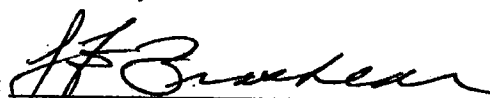
[Signatures on following page]

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

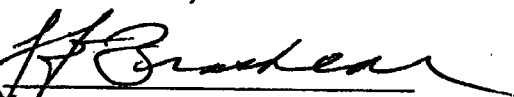
SABRE HOLDINGS CORPORATION,
as Holdings

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,**

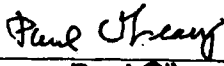
By: 
Name: _____
Title: Authorized Signatory

**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)

**PATENT
REEL: 021669 FRAME: 0679**

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

Travelocity.com LP

Patent	App./Patent No.	Filing/Issue Date
process to graphically display travel information on a map in electronic form	10/771,798	2/4/04
system, method, and computer program product for detecting and resolving pricing errors for products listed in an inventory system	11/224,164	9/12/05
system, method, and computer program product for reducing the burden on an inventory system by assembling a suggested themed travel itinerary in response to minimal user input	11/314,860	12/21/05
system, method, and computer program product for reducing the burden on an inventory system by retrieving, translating, and displaying attributes information corresponding to travel itineraries listed in the inventory system	11/258,483	10/25/05
systems, methods, and computer program products for relieving usage overloads in computer inventory systems by detecting and relaying pricing changes to a user	11/198,255	08/05/05
methods and system for information search and retrieval	09/698,077	10/30/00
information search and retrieval with geographical coordinates	5,893,093	4/6/99
information search and retrieval with geographical coordinates	6,202,065	3/13/01
methods and system for information search and retrieval	10/367,001	2/14/03
goal oriented travel planning system	7,082,400	7/25/06
goal oriented travel planning system	11/457,248	7/13/06
goal oriented travel planning system	7,181,410	2/20/07
event based system for coordinating travel itineraries	09/276,825	3/26/99
systems, methods, and computer program products for storing and retrieving product availability information from a storage cache	7,321,863	01/22/08
systems, methods, and computer program products for determining rankings of product providers displayed via a product source system	11/232,064	9/21/05
systems, methods and computer program products for retrieving and parsing data at runtime	11/235,536	9/26/05
system and method for processing travel data in a relational database	09/990,779	11/14/01
system, method and computer program product for searching and retrieving ranked points of interest within a polygonal area of interest	11/236,016	9/27/05
systems, methods, and computer program products for optimizing communications with selected product providers and users by identifying trends in transactions between product providers and users	11/130,521	5/17/05
offline system and method for determining non-obvious savings in the purchase of goods and services	09/471,012	12/23/99
methods and apparatus for determining non-obvious savings in the purchase of goods and services	09/275,887	03/25/99
system, methods and computer program products for offering products based on extrapolation of inputs	7,395,220	07/01/08
devices, systems, and methods for providing remaining seat availability information in a booking class	10/981,375	11/03/04
information aggregation and synthesization system	5,995,943	11/30/99
method and system for delivering targeted information related to a confirmed purchase	09/429,603	10/29/99
information aggregation and synthesization system	09/482,032	1/13/00
information aggregation and synthesization system	09/519,459	3/6/00
information aggregation and synthesization system	5,901,287	5/4/99
information aggregation and synthesization system	6,208,975	3/27/01
user interface for a display screen	29/246,384	4/5/06
system, method, and computer program product for reducing the burden on an inventory system by assembling a suggested themed travel itinerary in response to minimal user input	60/788,529	3/31/06
systems, methods, and computer program products for retrieving predicted weather conditions corresponding to selected travel itineraries stored in an inventory system	60/863,669	10/31/06
method and apparatus for providing personalized relevant information	6,931,399	8/15/05
method and apparatus for providing personalized relevant information	11/148,088	6/8/05
system, method, and computer program product for reducing the burden on inventory system	11/088,289	3/24/05

by displaying product availability information for a range of parameters related to a product		
system and method for coordinating travel itineraries	11/236,419	9/27/05
system, method, and computer program product for reconciling financial data from multiple sources	11/100,035	4/6/05