

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT SUPPLEMENT NO. 2		
CONVEYING PARTY DATA			
Name			Execution Date
SABRE GLBL INC. (F/K/A SABRE INC.)			11/09/2015
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT FOR THE SECURED PARTIES		
Street Address:	ONE INDEPENDENCE CENTER, 101 N. TRYON STREET		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Patent Number:	7016859		
Application Number:	14705391		
Application Number:	14807510		
CORRESPONDENCE DATA			
Fax Number:	(213)452-2329		
<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>			
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Correspondent Name:	JUSTINE LU/WHITE & CASE LLP		
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NAME OF SUBMITTER:	JUSTINE LU		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	11/10/2015		
Total Attachments: 5			
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PATENT SECURITY AGREEMENT SUPPLEMENT NO. 2
(SHORT-FORM)

PATENT SECURITY AGREEMENT SUPPLEMENT NO. 2, dated as of November 9, 2015 (“**Agreement**”), among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE GLBL INC. (f/k/a SABRE INC.) (the “**Borrower**”) and TVL LP (each of the Borrower and TVL LP, a “**Grantor**”, and collectively, the “**Grantors**”) and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties.

Reference is made to (A) the Amended and Restated Pledge and Security Agreement dated as of February 19, 2013 (as amended, restated, 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, and (B) the Patent Security Agreement dated February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Patent 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 Amended and Restated Credit Agreement dated as of February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, BANK OF AMERICA, N.A., as Administrative Agent, Swing Line Lender, and an L/C Issuer, DEUTSCHE BANK AG NEW YORK BRANCH, as an 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.

This Agreement supplements the Patent Security Agreement and is being entered into for the purpose of confirming and recording the grant of a security interest in the Intellectual Property described herein to the Administrative 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 or the Credit Agreement, as applicable. 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 Secured 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, except for any Excluded Assets (collectively, the “**Patent Collateral**”):

(i) Patents of such Grantor listed on Schedule I attached hereto, including all reissues, continuations, divisions, continuations-in-part, renewals, improvements or extensions thereof;

(ii) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter and/or

payable with respect thereto; and

(iii) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing, or unfair competition claims regarding the same.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Grantor's Secured 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 and Patent 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 and the Patent 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 Grantors, in whole or in part, excluding any Excluded Assets, is set forth, collectively, in the Patent Security Agreement and in Schedule I to this Agreement.

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: Christopher M. Nester
Title: Treasurer

SABRE GLBL INC.

By: 
Name: Christopher M. Nester
Title: Treasurer

Acknowledged and accepted.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

Gregory Roetting
Vice President

[Signature Page to Patent Security Agreement Supplement]

Schedule I to
Patent Security Agreement Supplement No. 2

UNITED STATES PATENT REGISTRATIONS AND APPLICATIONS

<u>Title</u>	<u>Registrant</u>	<u>(Application Number)/ Patent Number</u>	<u>(Filing Date)/ Issuance Date</u>
System for generating graphics in response to a database search	TVL LP	6002853	12/14/1999
System and Method For Managing Purchasing Contracts	Sabre GLBL Inc.	7016859	03/21/2006
Method, Apparatus, And Computer Program Product For Reservations, Inventory Control, Shopping, And Booking With Attribute Based Pricing	Sabre GLBL Inc.	14/705,391	(05/06/2015)
Method, Apparatus, and Computer Program Product For Determining Taxes and Fees For a Travel Itinerary	Sabre GLBL Inc.	14/807,510	(07/23/2015)