

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6066902

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
TVL LP	04/17/2020

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT
Street Address:	600 FOURTH STREET SOUTH
Internal Address:	7TH FLOOR
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55479

PROPERTY NUMBERS Total: 14

Property Type	Number
Patent Number:	6931399
Patent Number:	7050987
Patent Number:	7082400
Patent Number:	7321863
Patent Number:	7376617
Patent Number:	7561963
Patent Number:	7580868
Patent Number:	7715981
Patent Number:	7742934
Patent Number:	7861232
Patent Number:	7877280
Patent Number:	7885838
Patent Number:	7890652
Patent Number:	7957988

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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.

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Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU
Address Line 1: 885 THIRD AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 042525-0199

NAME OF SUBMITTER: ANGELA M. AMARU

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 04/17/2020

Total Attachments: 7

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PATENT SECURITY AGREEMENT
(SHORT-FORM)

PATENT SECURITY AGREEMENT (this “**Agreement**”), dated as of April 17, 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 April 17, 2020 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Holdings, the Borrower, 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 “**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 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 Patent 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 Patent 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 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 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 Patent Collateral consisting of Patent registrations or applications registered or filed with the USPTO owned by the Grantor, in whole or in part, is collectively 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: *Brian S Evans*
Name: Brian Evans
Title: Treasurer

SABRE GBL INC.,
as the Company

By: *Brian S Evans*
Name: Brian Evans
Title: Treasurer

AS SUBSIDIARY GUARANTORS:

GETTHERE L.P.

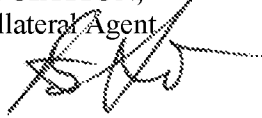
By: GetThere Inc., its General Partner
By: *Brian S Evans*
Name: Brian Evans
Title: Treasurer

TVL LP

By: TVL LLC, its General Partner
By: *Brian S Evans*
Name: Brian Evans
Title: Treasurer

[Signature Page to Patent Security Agreement Short Form]

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



By: _____

Name: Patrick Giordano

Title: Vice President

[Signature Page to Patent Security Agreement Short Form]

Schedule I

Short Particulars of U.S. Patent Collateral

	Title	Owner	(Application Number) / Patent Number	(Filing Date) / Issuance Date
1.	System And Method Of Replicating Web-Sites	GetThere L.P.	6873957	03/29/2005
2.	Method And Apparatus For Providing Personalized Relevant Information	TVL LP	6931399	08/16/2005
3.	Methods And Apparatus For Predicting Airline Seat Availability	Sabre GLBL Inc.	6974079	12/13/2005
4.	Method And System For Routing Mobile Vehicles And Scheduling Maintenance For Those Vehicles Related Application	Sabre GLBL Inc.	7006903	02/28/2006
5.	System and Method For Managing Purchasing Contracts	Sabre GLBL Inc.	7016859	03/21/2006
6.	System And Method For Coordinating Travel Itineraries	TVL LP	7050987	05/23/2006
7.	Goal Oriented Travel Planning System	TVL LP	7082400	07/25/2006
8.	Methods And Systems For Routing Mobile Vehicles	Sabre GLBL Inc.	7228207	06/05/2007
9.	Systems And Methods For Event Driven Baggage Management	Sabre GLBL Inc.	7243845	07/17/2007
10.	Methods And Apparatus For Predicting Airline Seat Availability	Sabre GLBL Inc.	7311252	12/25/2007
11.	Systems, Methods, And Computer Program Products For Storing And Retrieving Product Availability Information From A Storage Cache	TVL LP	7321863	01/22/2008
12.	Method And System For Developing Optimized Schedules	Sabre GLBL Inc.	7340405	03/04/2008
13.	Demand Aggregation And Distribution System	TVL LP	7376617	05/20/2008
14.	Interactive Calendar Interface For Defining And Displaying Date Ranges	GetThere L.P.	7379889	05/27/2008
15.	Travel Management System Utilizing Multiple Computer Reservation Systems (CRSS)	GetThere L.P.	7493261	02/17/2009
16.	System And Method For Accessing A Remote Server From An Intranet With A Single Sign-On	GetThere L.P.	7512799	03/31/2009
17.	System, Method, And Computer Program Product For Comparing The Cost Of Driving An Owned Or Leased Vehicle To The Cost Various Transportation Options	TVL LP	7561963	07/14/2009

	Title	Owner	(Application Number) /Patent Number	(Filing Date)/ Issuance Date
18.	System, Methods, And Computer Program Products For Determining Rankings Of Product Providers Displayed Via A Product Source System	TVL LP	7580868	08/25/2009
19.	System, Method And Computer Program Product For Searching And Retrieving Ranked Points Of Interest Within A Polygonal Area Of Interest	TVL LP	7715981	05/11/2010
20.	Methods And Apparatus For Determining Non-Obvious Savings In The Purchase Of Goods And Services	TVL LP	7742934	06/22/2010
21.	Systems, Methods And Computer Program Products For Retrieving And Parsing Data At Runtime	TVL LP	7861232	12/28/2010
22.	Systems And Methods For Event Driven Baggage Management	Sabre GLOB Inc.	7866554	01/11/2011
23.	Goal Oriented Travel Planning System	TVL LP	7877280	01/25/2011
24.	System And Method For Grouping And Selling Products Or Services	TVL LP	7885838	02/08/2011
25.	Information Aggregation And Synthesization System	TVL LP	7890652	02/15/2011
26.	Systems, Methods, And Computer Program Products For Storing And Retrieving Product Availability Information From A Storage Cache	TVL LP	7957988	06/07/2011
27.	Methods And Systems For Routing Mobile Vehicles	Sabre GLOB Inc.	8014908	09/06/2011
28.	System, Method, And Computer Program Product For Finding Web Services Using Example Queries	Sabre GLOB Inc.	8041727	10/18/2011
29.	Rule-Based Shopping	Sabre GLOB Inc.	8126783	02/28/2012
30.	Tokenized Data Security	Sabre GLOB Inc.	8595812	11/26/2013
31.	Tokenized Data Security	Sabre GLOB Inc.	8739262	05/27/2014
32.	Post-Booking Travel Assistance And Organization	Sabre GLOB Inc.	10,204,317	02/12/2019
33.	Tokenized Data Security	Sabre GLOB Inc.	10,262,128	04/16/2019
34.	Event Driven Airport	Sabre GLOB Inc.	11/851,828	09/07/2007
35.	Method, Apparatus, And Computer Program Product For Reservations, Inventory Control, Shopping, And Booking With Attribute Based Pricing	Sabre GLOB Inc.	14/705,391	05/06/2015
36.	Method, Apparatus, and Computer Program Product For Determining Taxes and Fees For a Travel Itinerary	Sabre GLOB Inc.	14/807,510	07/23/2015
37.	Computerized Travel Itinerary Recommendation Tool and Method	Sabre GLOB Inc.	16/219,174	12/13/2018

[Schedule I to Patent Security Agreement Short Form]

	Title	Owner	(Application Number) /Patent Number	(Filing Date) / Issuance Date
38.	Computerized Travel Itinerary Recommendation Tool and Method Using Contextual Information	Sabre GLOB Inc.	16/219,234	12/13/2018
39.	System with Seat Map Cache	Sabre GLOB Inc.	16/220,437	12/14/2018
40.	System with adaptive ancillary services offering	Sabre GLOB Inc.	16/503,844	07/05/2019
41.	Data query system with improved response time	Sabre GLOB Inc.	16/689,682	11/20/2019

[Schedule I to Patent Security Agreement Short Form]