

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sabre Holdings Corporation, Sabre Inc., certain Subsidiaries of Sabre Inc.		03/10/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	100 Plaza One		
Internal Address:	GTO - Investment Banking Operations		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07311		
Entity Type:	Administrative Agent for the secured parties:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77248740	FAREWATCHER PLUS	
Serial Number:	77184714	LIVE EVERY MINUTE	
CORRESPONDENCE DATA			
Fax Number:	(212)225-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.225.2574		
Email:	ddennis@cgsh.com		
Correspondent Name:	Deanna S. Dennis		
Address Line 1:	One Liberty Plaza		
Address Line 2:	Cleary Gottlieb Steen & Hamilton LLP		
Address Line 4:	New York, NEW YORK 10006		
ATTORNEY DOCKET NUMBER:	28478-381		
NAME OF SUBMITTER:	Deanna S. Dennis		

OP \$65.00 77248740

Signature:	/Deanna S. Dennis/
Date:	03/17/2008
Total Attachments: 6 source=TrademarkSecurityAgreement#page1.tif source=TrademarkSecurityAgreement#page2.tif source=TrademarkSecurityAgreement#page3.tif source=TrademarkSecurityAgreement#page4.tif source=TrademarkSecurityAgreement#page5.tif source=TrademarkSecurityAgreement#page6.tif	

**TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)**

TRADEMARK SECURITY AGREEMENT, dated as of March 10, 2008, 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 “**Trademark Collateral**”):

- (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 registrations and registration applications in the USPTO 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.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Trademark 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 Trademark 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 Trademark 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 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. 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 Trademark Collateral consisting of U.S. Trademark 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.

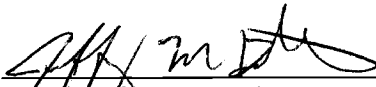
SABRE HOLDINGS CORPORATION,
as Holdings

By: 
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

SABRE INC.,
as the Borrower,

By: 
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

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

By: 
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: _____
Name:
Title:

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: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

SABRE INC.,
as the Borrower,

By: _____
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

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

By: _____
Name: Jeffrey M. Dalton
Title: Assistant Corporate Secretary

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: Paul O'Leary
Name: **Paul O'Leary**
Title: **Director**

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

Signature Page for
Trademark Security Agreement

TRADEMARK
REEL: 003741 FRAME: 0191

Annex A

List of Borrower Subsidiaries that are Credit Parties

1. Travelocity.com LP

**Schedule I to
Trademark Security Agreement Supplement**

UNITED STATES Trademarks, Service Marks and Trademark Applications

Grantor	Trademark or Service Mark	Date Granted	Registration No. and Jurisdiction

Grantor	Trademark or Service Mark Application	Date Filed	Application No. and Jurisdiction
Travelocity.com LP	FAREWATCHER PLUS	8/7/2007	United States 77/248,740
Travelocity.com LP	LIVE EVERY MINUTE	5/18/2007	United States 77/184,714