

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
All-Hotels Limited		03/06/2009	COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Administrative Agent: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2516395	ALL-HOTELS	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8200		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart		
Address Line 1:	White & Case LLP		
Address Line 2:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1104031-0362		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		
Date:	03/06/2009		

CH \$40.00 2516395

**Total Attachments: 9**

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AMENDED AND RESTATED  
TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 6, 2009, among SABRE HOLDINGS CORPORATION ("Holdings"), SABRE INC. (the "Borrower"), certain Subsidiaries of the Borrower whose signatures appear at the end of this Agreement (each of the foregoing, including the Borrower, a "Grantor"), and DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent for the Secured Parties.

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. Reference is also made to the Trademark Security Agreement dated as of March 30, 2007, and the Trademark Security Agreement dated as of March 10, 2008, each of which is between Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and DEUTSCHE BANK AG NEW YORK BRANCH, as Administrative Agent for the Secured Parties (as defined therein) (the "2007 Short Form Trademark Security Agreement" and the "2008 Short Form Trademark Security Agreement," respectively). 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 of each such Grantor 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"); provided that no security interest shall attach to any such Trademark Collateral if and for so long as the grant of such security interest would result in the abandonment, invalidation, unenforceability or termination of such Trademark Collateral; and provided further that such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation, unenforceability or termination shall be remedied:

- (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 (including those

trademarks set forth in Schedule I hereto), 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.

It is the intent of the parties that this Agreement grants a security interest in the Trademark Collateral and is not intended to be, and shall not be deemed to be, an assignment of the Trademark Collateral.

Section 3. Termination. This Agreement is made to secure the satisfactory performance and payment of the Obligations. This Agreement and the security interests 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 material 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.

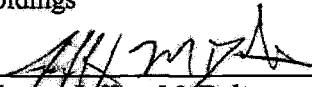
Section 6. Miscellaneous. The provisions of Article VI of the Security Agreement are hereby incorporated by reference.

Section 7. Entire Agreement. This Agreement, along with the Security Agreement, sets forth the entire understanding of the parties with respect to the Trademark Collateral, and supersedes both the 2007 Short Form Trademark Security Agreement and the 2008 Short Form Trademark Security Agreement with respect thereto. Except as expressly provided herein, the Security Agreement is not modified or otherwise affected hereby and remains in full force and effect.

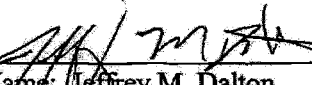
[Signatures on following page]

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

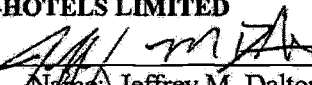
**SABRE HOLDINGS CORPORATION,**  
as Holdings

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

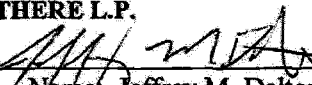
**SABRE INC.,**  
as the Borrower,

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

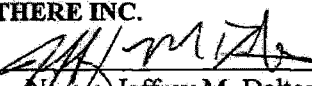
**ALL-HOTELS LIMITED**

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

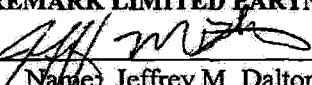
**GETTHERE L.P.**

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

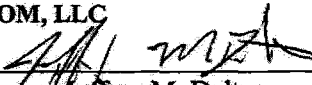
**GETTHERE INC.**

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

**SABREMARK LIMITED PARTNERSHIP**

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

**SITE59.COM, LLC**

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

**TRAMS, INC.**

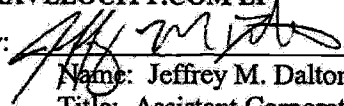
By:   
Name: Jeffrey M. Dalton  
Title: Assistant Corporate Secretary

Signature Page to the Amended and Restated Trademark Security Agreement

**TRADEMARK**  
**REEL: 003947 FRAME: 0742**

**TRAVELCITY.COM LP**

By: \_\_\_\_\_

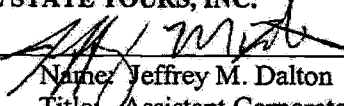


Name: Jeffrey M. Dalton

Title: Assistant Corporate Secretary

**ALL STATE TOURS, INC.**

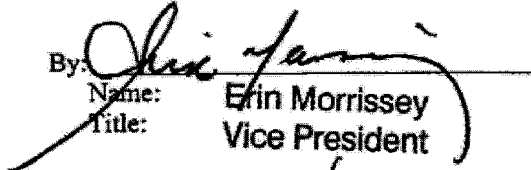
By: \_\_\_\_\_



Name: Jeffrey M. Dalton

Title: Assistant Corporate Secretary

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

By:   
Name: Erin Morrissey  
Title: Vice President

  
Evelyn Thierry  
Vice President

Signature Page to the Amended and  
Restated Trademark Security Agreement

**Schedule I to  
Amended and Restated Trademark Security  
Agreement (Short-Form)**

**UNITED STATES Trademarks, Service Marks and Trademark Applications**

Mark	Serial Number	Registration Number	Date Filed	Registration Date	Grantor
AGENT59	78/098,576	2,837,205	12/16/2001	4/27/2004	Site59.com, LLC
AIRCREWS	76/069,358	2,802,729	6/13/2000	1/6/2004	SabreMark Limited Partnership
AIRMAX	75/374,004	2,793,367	10/16/1997	12/16/2003	SabreMark Limited Partnership
AIRSERV	76/069,921	2,705,891	6/14/2000	4/15/2003	SabreMark Limited Partnership
ALL-HOTELS	76/129,524	2,614,143	9/15/2000	9/3/2002	SabreMark Limited Partnership
ALL-HOTELS & Design	75/873,557	2,516,395	12/16/1999	12/11/2001	All-Hotels Limited
ALLSTATE TICKETING SHOW TOURS	74/281,513	1,810,525	6/4/1992	12/14/1993	All State Tours, Inc.
ASSURED VANTAGE	78/452,076	2,992,516	7/16/2004	9/6/2005	SabreMark Limited Partnership
CAR VISION	78/585,556	3,144,516	3/11/2005	9/19/2006	SabreMark Limited Partnership
CLIENTBASE	75/026,314	2,308,150	12/1/1995	1/18/2000	TRAMS, Inc.
CREWCLASS	78/526,573	3,057,439	12/3/2004	2/7/2006	SabreMark Limited Partnership
CREWPLAN	73/838,450	1,608,940	11/13/1989	8/7/1990	SabreMark Limited Partnership
CREWQUAL	74/619,784	1,937,349	1/10/1995	11/21/1995	SabreMark Limited Partnership
CREWTRAC	74/050,600	1,670,750	4/19/1990	12/31/1991	SabreMark Limited Partnership
DIRECT CONNECT	74/327,933	1,779,360	11/3/1992	6/29/1993	SabreMark Limited Partnership
DIRECT CONNECT	74/327,927	1,780,617	11/3/1992	7/6/1993	SabreMark Limited Partnership
DREAM MAPS	76/123,759	2,611,673	9/6/2000	8/27/2002	Travelocity.com LP
DREAM MAPS	77/556,132		8/26/2008		Travelocity.com LP
EMERGO	76/158,524	2,672,877	11/2/2000	1/7/2003	SabreMark Limited Partnership
EXPERIENCEFINDER	77/082,724		1/14/2007		Travelocity.com LP
FAREFINDER	75/304,398	2,156,928	6/9/1997	5/12/1998	Travelocity.com LP
FAREWATCHER	78/467,778	3,004,252	8/16/2004	10/4/2005	Travelocity.com LP
FAREWATCHER PLUS	77/533,396		7/29/2008		Travelocity.com LP
FLIGHT NAVIGATOR	78/504,599		10/22/2004		Travelocity.com LP
FLIGHTFINDER	75/377,897	2,207,770	10/23/1997	12/1/1998	SabreMark Limited Partnership
FLITETRAC	78/402,907	2,942,116	4/16/2004	4/19/2005	SabreMark Limited Partnership
G Design	77/537,163		8/1/2008		GetThere L.P.
GET GOING	78/668,718	3,106,810	7/12/2005	6/20/2006	Travelocity.com LP
GETTHERE	76/031,263	2,661,317	4/21/2000	12/17/2002	GetThere L.P.
GETTHERE	76/031,997	2,665,130	4/21/2000	12/24/2002	GetThere L.P.



Mark	Serial Number	Registration Number	Date Filed	Registration Date	Grantor
GETTHERE	75/721,706	2,559,447	6/2/1999	4/9/2002	GetThere L.P.
GO POINTS	78/628,037	3,164,806	5/11/2005	10/31/2006	Travelocity.com LP
HOTEL VISION	77/011,898	3,454,345	10/2/2006	6/24/2008	SabreMark Limited Partnership
HUBX	76/341,780	2,685,837	11/27/2001	2/11/2003	Sabre, Inc.
I GO U GO	78/489,480	3,235,827	9/24/2004	5/1/2007	Travelocity.com LP
IGOUGO & Design	78/681,872	3,148,129	7/29/2005	9/26/2006	Travelocity.com LP
INTELLI-DECK	76/412,953	2,711,153	5/21/2002	4/29/2003	Travelocity.com LP
INTERNET TRAVEL NETWORK & Design	75/147,848	2,914,033	8/9/1996	12/28/2004	GetThere Inc.
INTERNET TRAVEL NETWORK & Design	75/147,847	2,857,113	8/9/1996	6/29/2004	GetThere Inc.
INTERNETVIEW	78/644,345	3,095,517	6/6/2005	5/23/2006	SabreMark Limited Partnership
JURNI	78/297,703	3,030,176	9/9/2003	12/13/2005	SabreMark Limited Partnership
JURNI CRUISE	78/646,259	3,097,953	6/8/2005	5/30/2006	SabreMark Limited Partnership
JURNI NETWORK	78/304,294	2,990,436	9/23/2003	8/30/2005	SabreMark Limited Partnership
KEEP MOVING	75/766,981	2,640,103	8/3/1999	10/22/2002	SabreMark Limited Partnership
LET THE STARS BE YOUR GUIDE	77/451,716		4/18/2008		Travelocity.com LP
LITEVISION	75/816,339	2,663,730	10/6/1999	12/17/2002	SabreMark Limited Partnership
LIVE EVERY MINUTE	77/184,714		5/18/2007		Travelocity.com LP
LOCAL SECRETS, BIG FINDS	76/500,900	2,977,274	3/26/2003	7/26/2005	Travelocity.com LP Travelocity.com, Inc. Travelocity Holdings, Inc.
MAGNIFY	76/412,810	2,796,834	5/24/2002	12/23/2003	SabreMark Limited Partnership
MEET ME IN	78/732,298	3,157,685	10/13/2005	10/17/2006	Travelocity.com LP
MEET ME IN Logo	78/752,037	3,158,040	11/11/2005	10/17/2006	Travelocity.com LP
MYFARES	78/767,555	3,396,096	12/6/2005	3/11/2008	SabreMark Limited Partnership
MYSABRE	78/757,872	3,246,439	11/21/2005	5/29/2007	SabreMark Limited Partnership
NETCHECK	77/009,406	3,219,332	9/28/2006	3/20/2007	SabreMark Limited Partnership
NEXION	76/012,492	2,521,203	3/28/2000	12/18/2001	SabreMark Limited Partnership
PLANET	76/340,170	2,594,364	11/19/2001	7/16/2002	SabreMark Limited Partnership
PREVIEW TRAVEL	75/119,672	2,171,709	6/17/1996	7/7/1998	Travelocity.com LP
PREVIEW TRAVEL & Design	75/326,170	2,137,566	7/17/1997	2/17/1998	Travelocity.com LP
QIK	76/471,137	2,766,661	11/19/2002	9/23/2003	SabreMark Limited Partnership
RED CARPET	76/066,078	2,526,112	6/8/2000	1/1/2002	Site59.com, LLC
REDX	78/648,447	3,202,891	6/10/2005	1/23/2007	Sabre, Inc.
SABER	73/744,594	1,836,581	8/8/1988	5/17/1994	SabreMark Limited Partnership
SABRE	73/210,956	1,219,417	4/10/1979	12/7/1982	SabreMark Limited Partnership

Mark	Serial Number	Registration Number	Date Filed	Registration Date	Grantor
SABRE	74/215,811	1,817,762	10/24/1991	1/25/1994	SabreMark Limited Partnership
SABRE	75/677,801	2,732,438	4/6/1999	7/1/2003	SabreMark Limited Partnership
SABRE (Stylized)	75/669,363	2,675,325	3/26/1999	1/14/2003	SabreMark Limited Partnership
SABRE AIRLINE SOLUTIONS	78/219,946	3,046,751	2/27/2003	1/17/2006	SabreMark Limited Partnership
SABRE BUSINESS TRAVEL SOLUTIONS	75/344,683	2,236,521	8/21/1997	4/6/1999	SabreMark Limited Partnership
SABRE CRUISEDIRECTOR	74/418,048	1,838,274	7/29/1993	5/31/1994	SabreMark Limited Partnership
SABRE HOLDINGS	78/220,349	3,184,338	2/28/2003	12/12/2006	SabreMark Limited Partnership
SABRE HOLDINGS & Design	78/220,361	3,117,840	2/28/2003	7/18/2006	SabreMark Limited Partnership
SABRE TOURGUIDE	74/418,046	1,838,273	7/29/1993	5/31/1994	SabreMark Limited Partnership
SABRE TRAVEL NETWORK	78/219,939	3,088,266	2/27/2003	5/2/2006	SabreMark Limited Partnership
SABRE TRAVELBASE	74/404174	1,868,066	6/21/1993	12/20/1994	SabreMark Limited Partnership
SABRESCRIBE	74/408,813	1,845,422	7/6/1993	7/19/1994	SabreMark Limited Partnership
SABRESONIC	78/348,412	3,169,390	1/6/2004	11/7/2006	SabreMark Limited Partnership
SERVICE360°	78/899,334		6/2/2006		SabreMark Limited Partnership
SITE 59	75/881,489	2,628,776	12/28/1999	10/1/2002	Site59.com, LLC
SITE 59	75/881,488	2,535,497	12/28/1999	2/5/2002	Site59.com, LLC.
SITE59.COM	75/881,486	2,782,203	12/28/1999	11/11/2003	Site59.com, LLC.
SITE59.COM	75/881,487	2,795,165	12/28/1999	12/16/2003	Site59.com, LLC.
SLOTMANAGER	78/899,486	3,222,874	6/2/2006	3/27/2007	SabreMark Limited Partnership
SMARTFLOW	78/492,933	3,175,034	10/1/2004	11/21/2006	SabreMark Limited Partnership
Stars Design	78/343,492	3,146,246	12/19/2003	9/19/2006	Travelocity.com LP
STREAMLINE	78/435,601	3,110,241	6/15/2004	6/27/2006	SabreMark Limited Partnership
SURROUND	78/620,701	3,170,773	5/2/2005	11/14/2006	SabreMark Limited Partnership
SYNXIS	75/488,877	2,277,670	5/21/1998	9/14/1999	Sabre, Inc.
SYNXIS (Stylized)	75/488,878	2,275,857	5/21/1998	9/7/1999	Sabre, Inc.
SYNXIS AGENT	76/176,615	2,606,924	12/6/2000	8/13/2002	Sabre, Inc.
TBIZ	76/527,280	3,163,036	6/30/2003	10/24/2006	Travelocity.com LP
THE POWER BEHIND YOU	78/830,473	3,274,693	3/6/2006	8/7/2007	SabreMark Limited Partnership
THE ROAMING GNOME	78/506,688		10/27/2004		Travelocity.com LP
The Roaming Gnome Design	78/909,464		6/15/2006		Travelocity.com LP
THE WINDOW SEAT	78/957,708	3,447,053	8/22/2006	6/10/2008	Travelocity.com LP
TOTALPRICE	76/545,821		9/22/2003		Travelocity.com LP
TOTALTRIP (Child)	76/978,310	3,402,324	6/30/2003	3/25/2008	Travelocity.com LP

Mark	Serial Number	Registration Number	Date Filed	Registration Date	Grantor
TRAMS	78/863,730	3,290,771	4/18/2006	9/11/2007	TRAMS, Inc.
TRANSVISION	75/864,721	2,759,247	12/6/1999	9/2/2003	SabreMark Limited Partnership
TRAVEL FOR GOOD	78/957,508	3,440,790	8/22/2006	6/3/2008	Travelocity.com LP
TRAVEL PACE	78/849,204		3/29/2006		SabreMark Limited Partnership
TRAVEL UPDATE	75/009,291	2,093,791	10/23/1995	9/2/1997	Travelocity.com LP
TRAVELBASE	76/347,131	2,642,637	12/11/2001	10/29/2002	SabreMark Limited Partnership
TRAVELOCITY	75/232,339	2,254,700	1/28/1997	6/22/1999	Travelocity.com LP
TRAVELOCITY BUSINESS	76/526,030	3,159,355	6/30/2003	10/17/2006	Travelocity.com LP
TRAVELOCITY PARTNER NETWORK	76/544,702	2,987,848	9/15/2003	8/23/2005	Travelocity.com LP
TRAVELOCITY.COM	75/561,050	2,466,132	9/29/1998	7/3/2001	Travelocity.com LP
TRIPNOTES	77/537,198		8/1/2008		Travelocity.com LP
TRIPTAILOR	78/769,574	3,336,668	12/8/2005	11/13/2007	SabreMark Limited Partnership
TURBO SABRE	75/412,779	2,280,673	12/31/1997	9/28/1999	SabreMark Limited Partnership
VACATIONSTUDIO	77/110,506	3,513,240	2/19/2007	10/7/2008	SabreMark Limited Partnership
VIRTUALLY THERE	75/549,811	2,787,783	9/8/1998	12/2/2003	SabreMark Limited Partnership
VIRTUALLY THERE	74/733,008	2,520,379	9/22/1995	12/18/2001	SabreMark Limited Partnership
VISTRIO	78/526,116	3,096,796	12/2/2004	5/23/2006	SabreMark Limited Partnership
WE BUILD YOUR BRANDS...NOT OURS	78/830,286	3,222,120	3/6/2006	3/27/2007	Travelocity.com LP
WEBVIEW	78/646,381	3,191,467	6/8/2005	1/2/2007	SabreMark Limited Partnership
WISEVISION	78/611,919	3,185,715	4/19/2005	12/19/2006	SabreMark Limited Partnership
WORLD CHOICE TRAVEL	78/830,374	3,260,448	3/6/2006	7/10/2007	Travelocity.com LP
X-CENTRIC	76/366,640	2,668,794	2/4/2002	12/31/2002	Sabre, Inc.
X-CHANGE	76/372,950	2,726,671	2/20/2002	6/17/2003	Sabre, Inc.
X-PLAIN	76/372,953	2,690,464	2/20/2002	2/25/2003	Sabre, Inc.
X-SITE	76/372,951	2,739,723	2/20/2002	7/22/2003	Sabre, Inc.
X-TEND	76/366,639	2,654,294	2/1/2002	11/26/2002	Sabre, Inc.
X-VIBE	76/372,952	2,688,331	2/20/2002	2/18/2003	Sabre, Inc.
YOU'LL NEVER ROAM ALONE	76/606,253	3,152,510	8/9/2004	10/10/2006	Travelocity.com LP