

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Trademark Security Agreement			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Sabre Holdings Corporation		02/19/2013	CORPORATION: DELAWARE
	Sabre, Inc.		02/19/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	Bank of America, N.A.			
Street Address:	One Independence Center, 101 N. Tryon Street, NC1-001-05-45			
City:	Charlotte			
State/Country:	NORTH CAROLINA			
Postal Code:	28255-0001			
Entity Type:	Bank: UNITED STATES			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	4049275	FLICA.NET	
CORRESPONDENCE DATA				
Fax Number:	6502138158			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	6502130300			
Email:	iprecordations@whitecase.com			
Correspondent Name:	White & Case LLP / Christina Ishihara			
Address Line 1:	3000 El Camino Real, Bldg 5, 9th Floor			
Address Line 4:	Palo Alto, CALIFORNIA 94306			
ATTORNEY DOCKET NUMBER:	11040			
NAME OF SUBMITTER:	Christina Ishihara			
Signature:	/Christina Ishihara/			

Date:

02/19/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of February 19, 2013, among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE, INC. (the “**Borrower**”), certain Subsidiaries of the Borrower from time to time party hereto and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (as defined below).

Reference is made to 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. 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. 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 “**Trademark Collateral**”):

- (i) (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;

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

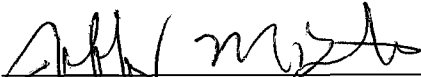
Section 5. Representations and Warranties. Holdings and the Borrower jointly and severally represent and warrant, as to themselves and the other Grantors, to the Administrative Agent and the Secured Parties, that a true and correct list of all of the existing material Trademark Collateral consisting of U.S. Trademark registrations or applications owned by the Grantor, in whole or in part, excluding any Excluded Assets, 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: Authorized Signatory

SABRE INC.,
as Borrower

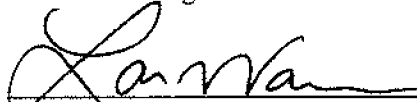
By: 
Name: Jeffrey M. Dalton
Title: Authorized Signatory

**EACH OF THE GUARANTORS LISTED ON
ANNEX A HERETO**

By: 
Name: Jeffrey M. Dalton
Title: Authorized Signatory

Acknowledged and accepted.

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

By: 
Name: _____
Title: **Laura Warner**
Director

Annex A

List of Borrower Subsidiaries that are Credit Parties

1. GetThere Inc.
2. GetThere L.P.
3. lastminute.com Holdings, Inc.
4. lastminute.com LLC
5. Sabre International Newco, Inc.
6. Sabre Investments, Inc.
7. SabreMark G.P., LLC
8. SabreMark Limited Partnership
9. Site59.com, LLC
10. SST Finance, Inc.
11. SST Holding, Inc.
12. Travelocity Holdings I, LLC
13. Travelocity Holdings, Inc.
14. Travelocity.com LLC
15. Travelocity.com LP
16. TVL Common, Inc.

**Schedule I to
Trademark Security Agreement
Supplement**

United States Trademarks, Service Marks and Trademark Applications

MARK	SERIAL NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	REGISTRANT
FLICANT	85/292,151	4,049,275	04/11/11	11/01/11	SabreMark Limited Partnership