

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338205

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sabre Holdings Corporation		04/14/2015	CORPORATION: DELAWARE
Sabre GLBL Inc.	FORMERLY Sabre Inc.	04/14/2015	CORPORATION: DELAWARE
Prism Group, Inc.		04/14/2015	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	One Independence Center, 101 N. Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4130762	SIS	
<b>Registration Number:</b>	3289340	AVION	
<b>Registration Number:</b>	3337665	PRISM	
<b>Registration Number:</b>	3270405	SALESSERVER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502138158		
<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>			
<b>Phone:</b>	6502130300		
<b>Email:</b>	iprecordations@whitecase.com		
<b>Correspondent Name:</b>	White & Case LLP / Christina Ishihara		
<b>Address Line 1:</b>	3000 El Camino Real, Bldg 5, 9th Floor		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>ATTORNEY DOCKET NUMBER:</b>	1104031-0362		
<b>NAME OF SUBMITTER:</b>	Christina Ishihara		
<b>SIGNATURE:</b>	/Christina Ishihara/		
<b>DATE SIGNED:</b>	04/14/2015		

CH \$115.00 4130762

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT  
(SHORT-FORM)

TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2015 (“**Agreement**”), among SABRE HOLDINGS CORPORATION (“**Holdings**”), SABRE GLBL INC. (f/k/a SABRE INC.) (the “**Borrower**”) and PRISM GROUP, INC. (the “**Grantor**”) and BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties.

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, and (B) the Amendment of Security Interest in Trademarks, dated February 19, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), among Holdings, the Borrower, certain Subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, which was recorded at the United States Patent and Trademark Office at, without limitation, Reel 4963, Frame 0288. 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 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, the 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) Trademarks of such Grantor listed on Schedule I attached hereto, including all extensions or renewals thereof, as well as 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 Agreement and the security interest granted hereby shall terminate with respect to all of the 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 the 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 the 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 and Trademark 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 Trademark Security Agreement. The 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 Grantor, 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 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: Steven W. Milton  
Title: Corporate Secretary

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

By:   
Name: Steven W. Milton  
Title: Corporate Secretary

**PRISM GROUP, INC.,**  
as Grantor

By:   
Name: Steven W. Milton  
Title: Corporate Secretary

[Signature Page to Trademark Security Agreement]

Acknowledged and accepted.

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

By: *Sheri Starbuck*  
Name:  
Title: **Sheri Starbuck**  
**Vice President**

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005497 FRAME: 0701**

**Schedule I to  
Trademark Security Agreement**

**United States Trademarks, Service Marks and Trademark Applications**

MARK	APPLICATION NUMBER	REGISTRATION NUMBER	FILING DATE	REGISTRATION DATE	REGISTRANT
SIS	85/281,238	4,130,762	03/30/2011	04/24/2012	PRISM Group, Inc.
AVION	76/656,931	3,289,340	03/20/2006	09/11/2007	PRISM Group, Inc.
PRISM	76/656,930	3,337,665	03/20/2006	11/20/2007	PRISM Group, Inc.
SALESSERVER	76/656,929	3,270,405	03/20/2006	07/24/2007	PRISM Group, Inc.