

09-24-2001



101852550

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission Document ID # (Non-Recordation)

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Change of Name

Other **GRANT OF TRADEMARK SECURITY INTEREST**

Effective Date
August 29, 2001

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

09/21/2001 LWELLER 00000193 75663644

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
450.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the First Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

213-246-6746

Name

Lesley Freeman

Address (line 1)

O'Melveny & Myers LLP

Address (line 2)

1999 Avenue of the Stars, Suite 700

Address (line 3)

Los Angeles, California 90067

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/669644

76/022529

76/051658

2224550

2196850

2294348

75/669643

76/051656

2163045

2196375

2299736

75/912381

76/051657

2194494

2297881

2476200

Number of Properties

Enter the total number of properties involved.

#

19

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

490.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

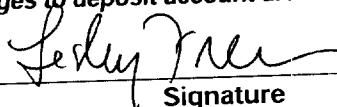
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lesley Freeman

Name of Person Signing



Signature

08/31/2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date:
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from the Assignment).

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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2435818	<input type="text"/>	<input type="text"/>
1928039	<input type="text"/>	<input type="text"/>
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, LODGENET ENTERTAINMENT CORPORATION, a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of August 29, 2001 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Canadian Imperial Bank of Commerce, acting through one or more of its agencies, branches or affiliates, as administrative agent ("**Administrative Agent**"), Bear Stearns Corporate Lending Inc., as syndication agent, U.S. Bank National Association and Fleet National Bank, as co-documentation agents, CIBC World Markets Corp. and Bear, Stearns & Co. Inc., as co-lead arrangers and bookrunners and CIBC, Inc., as swing line lender, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into (in such capacity, collectively, "**Hedge Providers**"); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 29, 2001 (as amended, supplemented, restated or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located as security for the Secured Obligations (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that

have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **“Trademark Registrations”**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **“Trademark Rights”**), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the **“Associated Goodwill”**); and

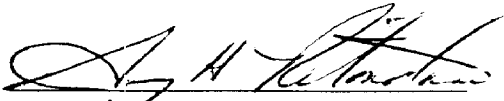
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **“proceeds”** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party (other than to the extent that any such term would be rendered ineffective pursuant to the UCC or any other applicable law (including the Bankruptcy Code) or principles of equity) (collectively, the **“Non-Assignable Agreements”**); provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; and, provided, further, that the term **“Non-Assignable Agreements”** shall in no event include the accounts or payment intangibles payable with respect to any such license, contract or agreement, and such accounts and payment intangibles shall be expressly included within the definition of **“Trademark Collateral”** hereunder.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of August, 2001.

**LODGENET ENTERTAINMENT
CORPORATION**

By: 
Name: GARY H. RITONDARO
Title: CHIEF FINANCIAL OFFICER

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

See attached

GRANT OF TRADEMARK SECURITY INTERESTS

TRADEMARK
REEL: 002371 FRAME: 0390

LODGENET ENTERTAINMENT CORPORATION

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

K & L File No.	Mark	Appln. No.	Filing Date	Reg. No.	Reg. Date	Status
L294.22-0005	RESNET COMMUNICATIONS	75/072,868	03/14/96	2,224,550	02/16/99	Registered
L294.22-0006	LODGENET ENTERTAINMENT & Des.	74/669,535	05/03/95	2,163,045	06/09/98	Registered
L294.22-0007	LODGENET ENTERTAINMENT & Des.	74/669,533	05/03/95	2,194,494	10/13/98	Registered
L294.22-0008	LODGENET	74/669,534	05/03/95	2,196,850	10/20/98	Registered
L294.22-0009	B-I,AN	75/190,568	10/31/96	2,196,375	10/13/98	Registered
L294.22-0013	LOGO in Class 38	75/540,290	08/21/98	2,297,881	12/7/99	Registered
L294.22-0018	LOGO in Class 41	75/540,285	08/21/98	2,294,348	11/23/99	Registered
L294.22-0019	LOGO in Class 42	75/544,079	08/28/98	2,299,736	12/14/99	Registered
L294.22-0020	ONLINE BY LODGENET	75/567,169	10/9/98	2,476,200	8/7/01	Awaiting Certificate of Registration
L294.22-0021	LODGENET in Class 42	75/590,992	11/18/98	2,306,099	1/4/00	Registered
L294.22-0022	GUESTPORT	75/669,644	3/29/99			Statement of Use/Ext of Time to file due 9/14/01
L294.22-0023	GUESTPORT	75/669,643	3/29/99			Statement of Use/Ext of Time to file due 9/21/01
L294.22-0025	EVERY GUEST, EVERY ROOM, ALL THE TIME.	75/683/305	4/15/99	2,435,818	3/13/01	Registered
L294.22-0027	ALREADY CONNECTED	75/912,381	2/7/00			Statement of Use/Ext. of Time to file due 10/3/01
L294.22-0028	MY STAY, MY WAY.	76/022,529	4/11/00			Statement of Use/Ext of Time to file due 10/17/01

LODGNET ENTERTAINMENT CORPORATION

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

L294.22-0029	WHERE TO FIND WHAT YOU WANT WHEN YOU WANT IT!			1,928,036	10/17/95	Registered
L294.22-0030	WHAT YOU WANT WHEN YOU WANT IT!	76/051,656	5/18/00			Office Action received; response filed
L294.22-0031	WHAT YOU WANT WHEN YOU WANT IT!	76/051,657	5/18/00			Office Action received; response filed
L294.22-0032	WHAT YOU WANT WHEN YOU WANT IT!	76/051658	5/18/00			Office Action received; response filed

James L. Young
KINNEY & LANGRISH
August 15, 2001