FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-24-2001

101852550

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

09/10/01

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- Effective Date: August 29, 2001
- [ ] Change of Name
- [X] Other: GRANT OF TRADEMARK SECURITY INTEREST

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: LodgeNet Entertainment Corporation

Execution Date (Month Day Year): 08/29/01

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other:

[X] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Canadian Imperial Bank of Commerce, as Administrative Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 425 Lexington Avenue

Address (line 2):

Address (line 3): New York (City) New York (State/Country) 10017 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: Financial institution

[ ] 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 LNUELLER 00000193 75669644

01 FC:481 40.00 OP
02 FC:482 450.00 OP

FOR OFFICE USE ONLY

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

CC1:529959.1

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)

[X] 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 [X] 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 [X]

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

Lesley Freeman
Signature

08/31/2001
Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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)		
			2306099		
			2435818		
			1928039		

CC1:529959.1

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

LODGNET 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-LAN**	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 & LANGE
August 15, 2001

RECORDED: 09/10/2001