

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TravelCLICK		10/21/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	135 S. LASALLE STREET
City:	Chciago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Association:

Name:	LaSalle Business Credit, LLC
Also Known As:	AKA A Division of ABN AMRO Bank N.V., Canada Branch
Street Address:	79 Wellington Street West, Suite 1500
Internal Address:	Maritime Life Tower, P.O. Box 114 T-D Centre
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5K 1G8
Entity Type:	LIMITED LIABILITY COMPANY: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	75568777	TRAVELCLICK
Serial Number:	76472356	RATEVIEW BY TRAVELCLICK
Serial Number:	76472354	RATEVIEW BY TRAVELCLICK
Serial Number:	76472352	RATEVIEW
Serial Number:	76472357	RATEVIEW

CORRESPONDENCE DATA

900037278

**TRADEMARK
 REEL: 003204 FRAME: 0897**

CH \$140.00 75568777

Fax Number: (312)521-2875
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-521-2775
Email: asacharoff@muchshelist.com
Correspondent Name: Much Shelist Freed Denenberg Ament & Rub
Address Line 1: 191 N Wacker Drive, Suite 1800
Address Line 2: Adam K Sacharoff
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	5320702.0002
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Adam K Sacharoff
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Signature:	/aks/
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Date:	12/06/2005
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Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October __, 2005, by TRAVELCLICK, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION ("U.S. Lender") and LASALLE BUSINESS CREDIT, a division of ABN AMRO BANK N.V., Canadian Branch ("Canadian Lender", and collectively with U.S. Lender, the "Lenders").

RECITALS

A. The Grantor has entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the U.S. Lender, pursuant to which U.S. Lender has agreed to make loans to, and issue letters of credit for the account of, Grantor.

B. The Grantor has also entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Canadian Lender securing Grantor's Continuing Unconditional Guaranty (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") of certain financial accommodations made by the Canadian Lender to Grantor's affiliate, TravelCLICK Canada Company.

C. Pursuant to the Loan Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Lenders.

D. Pursuant to the terms of the Loan Agreement and the Security Agreement, Grantor has granted to the Lenders a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement and the Guaranty.

The Grantor does hereby grant to the Lenders a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to the Lenders pursuant to the Loan Agreement and the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lenders with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement and the Security Agreement.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TRAVELCLICK, INC.

By: Scott E Smith
Title: CFO

STATE OF Illinois)
) ss
COUNTY OF Cook)

On this 21st day of October, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Patricia Noeldner
Notary Public

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Title: _____

LASALLE BUSINESS CREDIT, a division of
ABN AMRO BANK, N.V., Canadian Branch

By: _____
Title: _____

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TRAVELCLICK, INC.

By: _____
Title: _____

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: Amie Keogh
Title: AVP

LASALLE BUSINESS CREDIT, a division of
ABN AMRO BANK N.V., Canadian Branch

By: _____
Title: _____

*Signature Page to Trademark Security
Agreement*

**TRADEMARK
REEL: 003204 FRAME: 0902**

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

TRAVELCLICK, INC.


By: _____
Title: _____


Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION

By: _____
Title: _____

LASALLE BUSINESS CREDIT, a division of
ABN AMRO BANK N.V., Canadian Branch

By:  _____
Title: **James Br...**
Vice President

 _____
Title: **Darcy Mack**
First Vice President

*Signature Page to Trademark Security
Agreement*

**TRADEMARK
REEL: 003204 FRAME: 0903**

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
TravelCLICK	75568777		2365798	10/14/1998	7/11/2000
RateView by TravelCLICK	76472356			12/5/2002	
RateView by TravelCLICK	76472354			12/5/2002	
RateView	76472352			12/5/2002	
RateView	76472357			12/5/2002	
iHotelier	75919921		2622409	2/15/2000	7/17/2002
iHotelier	75979909		2641203	2/15/2000	10/22/2002
iManager	76252903		2993572	5/7/2001	9/13/2005
RevMax	76165177		2807687	11/15/2000	1/27/2004