

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
HOMEAWAY, INC.	FORMERLY WVR GROUP, INC. and CEH HOLDINGS, INC.	06/22/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. TRIMBLE ROAD		
Internal Address:	MC 4770		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Michigan Banking Corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78767639	HOMEAWAY LIVE THE DESTINATION	
Serial Number:	78729144	TRIP HOMES	
Serial Number:	78673141	TRIPHOMES	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1181 HOMEAWAY		
NAME OF SUBMITTER:	Erin O'Brien		

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Signature:	/Erin O'Brien/
Date:	09/08/2006
Total Attachments: 5 source=Homeaway IPSA#page1.tif source=Homeaway IPSA#page2.tif source=Homeaway IPSA#page3.tif source=Homeaway IPSA#page4.tif source=Homeaway IPSA#page5.tif	

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement is entered into as of June 22, 2006 by and between COMERICA BANK ("Bank ") and HOMEAWAY, INC. (f/k/a WVR Group, Inc. and CEH Holdings, Inc.), a Delaware corporation ("Grantor ").

RECITALS

A. Bank and Grantor are parties to that certain Intellectual Property Security Agreement, dated as of February 15, 2005, as amended from time to time (the "Original Agreement"). Borrower and Bank wish to amend and restate the terms of the Original Agreement in accordance with the terms hereof.

B. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans ") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of February 15, 2005, as may subsequently be amended from time to time, including that certain First Amendment to Loan and Security Agreement dated as of April 12, 2005, that certain unilateral consent letter dated July 1, 2005, that certain Second Amendment to Loan and Security Agreement dated as of August 25, 2005, that certain Third Amendment to Loan and Security Agreement dated as of December 29, 2005, that certain Fourth Amendment to Loan and Security Agreement dated as of January 6, 2006 and that certain Fifth Amendment to Loan and Security Agreement dated as of June 22, 2006 (the "Loan Agreement "); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Except as otherwise set forth herein, this Agreement is intended to and does completely amend and restate, without novation, the Original Agreement. All security interests granted under the Original Agreement are hereby confirmed and ratified and shall continue to secure all Obligations under the Loan Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3801 S. Capital of TX Hwy, Ste. 150
Austin, TX 78704

Attn: Chief Executive Officer

HOMEAWAY, INC

By:

Title:

James Z. Helant
Secretary

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131
Attn: Manager

COMERICA BANK

By:

Title:

Steph P. Butler
AUP

EXHIBIT A

Copyrights

	<u>Description</u>	Registration <u>Number</u>	<u>Registration Date</u>
	None.		

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Homeaway live the destination (and design)	78-767639	12/6/2005
Trip Homes (and design)	78-729144	10/7/2005
Triphomes (block letters)	78-673141	7/19/2005