

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
StayOnline, Inc.		02/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LodgeNet StayOnline, Inc.		
Street Address:	3900 West Innovation Street		
City:	Sioux Falls		
State/Country:	SOUTH DAKOTA		
Postal Code:	57107-7002		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2665968	STAYONLINE	
CORRESPONDENCE DATA			
Fax Number:	(612)335-1657		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6123351448		
Email:	eric.paulsrud@leonard.com		
Correspondent Name:	Eric D. Paulsrud		
Address Line 1:	150 South 5th Street		
Address Line 2:	Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	12814.00062		
NAME OF SUBMITTER:	Eric D. Paulsrud		
Signature:	/Eric D. Paulsrud/		
Date:	02/02/2007		

OP \$40.00 2665968

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (the "Assignment") is made as of February 1, 2007, by and between StayOnline, Inc., a Delaware corporation ("Assignor"), and LodgeNet StayOnline, Inc., a Delaware corporation ("Assignee"). Reference is made to that certain Asset Purchase Agreement, dated as of November 14, 2006 (the "Purchase Agreement"), by and between Assignor and Assignee (as assignee of LodgeNet Entertainment Corporation). Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

Assignor is the owner of the service mark "StayOnline", Registration No. 2665968 (hereinafter the "Mark"), and by this Assignment, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee and its successors and permitted assigns, to have and to hold free and clear of all encumbrances including any and all liens and security interests, all of Assignor's right, title and interest in and to the Mark, including all the common law rights therein, all the trademark registrations for the Mark, and all the goodwill of the business attached to and symbolized by the Mark and the registration therefor.

Assignor covenants with Assignee that Assignor will take all such further actions, execute and deliver all such further documents, and do all other acts and things as Assignee may reasonably request, at Buyer's expense, for the purpose of carrying out the intent of this Assignment, including, but not limited to, execution of all oaths, assignments, powers of attorney and other papers related thereto; provided, however, that Buyer's expense under this paragraph shall not exceed an aggregate Ten Thousand Dollars (\$10,000), and any and all expenses in excess of an aggregate Ten Thousand Dollars (\$10,000) shall be borne by Seller.

Assignor hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record Assignee as the owner of the Mark.

This Assignment will be binding on Assignor and its successors and permitted assigns, and will inure to the benefit of Assignee and its successors and permitted assigns. Nothing contained in this Assignment will be deemed to amend, supplement or modify any of the rights or obligations of Assignee or Assignor under the Purchase Agreement.

This Assignment will be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflict of laws rule or principle that might result in the application of the laws of another jurisdiction.

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Executed as of the date first written above.

ASSIGNOR:

STAYONLINE, INC.

By: 

Antonio DiMilia, *President and
Chief Executive Officer*

ASSIGNEE:

LODGENET STAYONLINE, INC.

By: 

James G. Naro, *Secretary*

[Signature Page to Assignment of Trademark]