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
LodgeNet Entertainment Corporation		04/04/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending Inc.
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2196850	LODGENET
Registration Number:	2297881	
Registration Number:	2294348	
Registration Number:	2299736	
Registration Number:	2476200	ONLINE BY LODGENET
Registration Number:	2306099	LODGENET
Registration Number:	2681619	MY STAY. MY WAY.
Registration Number:	2936834	SIGNETURE TV
Registration Number:	2942948	POWERSTATION
Registration Number:	2957984	SIGNETURE PC
Registration Number:	3099790	SIGNETURE HDTV
Registration Number:	3141942	ENTERTAINMENT2GO
Registration Number:	2665968	STAYONLINE

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Serial Number:	76628266	POWERPLAY
Serial Number:	77063748	LODGENET RX
Serial Number:	77063360	EASY HD
Serial Number:	77080279	LAUNCHPAD
Registration Number:	2343942	@HOTEL
Registration Number:	2692462	INSTANT MEDIA NETWORK
Registration Number:	2786625	MINIMATE
Registration Number:	2930512	MINIMATE
Registration Number:	2854238	MUSIC ONCOMMAND
Registration Number:	2147019	OCV
Registration Number:	2349986	OCX
Registration Number:	2488539	OCX
Registration Number:	2245482	ON COMMAND
Registration Number:	1597838	ON COMMAND VIDEO
Registration Number:	2085475	ON COMMAND VIDEO
Registration Number:	2795666	ROOMMATE
Registration Number:	2525750	SCREEN GENIE
Registration Number:	1277396	SPECTRAVISION
Registration Number:	2971061	SPEEDBROWSE
Registration Number:	2715325	TURN ON SOMETHING GOOD

CORRESPONDENCE DATA

Fax Number: (949)451-4220

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 949-451-3800

Email: dsegal@gibsondunn.com

Correspondent Name: David A. Segal

Address Line 1: 4 Park Plaza, 15th Floor

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	05139-00320
NAME OF SUBMITTER:	David A. Segal
Signature:	/david a. segal/
Date:	04/04/2007

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement dated as of April 4, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement") among LodgeNet Entertainment Corporation, a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower signatory hereto (such subsidiaries, together with the Borrower, the "Grantors"), and Bear Stearns Corporate Lending Inc., as Administrative Agent for the Secured Parties (together with successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, each Grantor is party to a Guarantee and Collateral Agreement dated as of April 4, 2007 (the "Collateral Agreement") among the Grantors, the subsidiaries of the Borrower from time to time party thereto, and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meanings given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. In order to secure its Obligations, each Grantor hereby assigns and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks"), (ii) all extensions or renewals of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses"); and

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. **Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York**

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LODGENET ENTERTAINMENT CORPORATION

By: _____
Name: Scott C. Petersen
Title: President

LODGENET STAYONLINE INC. Authorized Officer
ASCENT ENTERTAINMENT GROUP, INC.
ON COMMAND CORPORATION
ON COMMAND DEVELOPMENT CORPORATION
EQUIPMENT OCV, INC.
PUERTO RICO VIDEO ENTERTAINMENT CORPORATION
VIRGIN ISLANDS VIDEO ENTERTAINMENT CORPORATION
ONCO-HTV, INC.
ON COMMAND VIDEO CORPORATION
SPECTRADYNE INTERNATIONAL, INC.
HOTEL DIGITAL NETWORK, INC. Chairman of the Boar

By: _____
Name: Scott C. Petersen
Title: President of each company, except as noted above

Accepted and Agreed:

BEAR STEARNS CORPORATE LENDING INC.,
as Administrative Agent

By:_____
Name:
Title:

VICTOR BULZACCHELLI
VICE PRESIDENT

Signature Page to Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

LodgeNet U.S. Trademark Registrations and Applications:

Company	Mark	Reg. No.	Reg. Date
LodgeNet Entertainment Corporation	**LODGENET**	2,196,850	10/20/98
LodgeNet Entertainment Corporation	**LOGO** in Class 38	2,297,881	12/7/99
LodgeNet Entertainment Corporation	**LOGO** in Class 41	2,294,348	11/23/99
LodgeNet Entertainment Corporation	**LOGO** in Class 42	2,299,736	12/14/99
LodgeNet Entertainment Corporation	**ONLINE BY LODGENET**	2,476,200	8/7/01
LodgeNet Entertainment Corporation	**LODGENET** in Class 42	2,306,099	1/4/00
LodgeNet Entertainment Corporation	**MY STAY. MY WAY.**	2,681,619	1/28/03
LodgeNet Entertainment Corporation	**SIGNETURE TV**	2,936,834	3/29/05
LodgeNet Entertainment Corporation	**POWERSTATION**	2,942,948	4/19/05
LodgeNet Entertainment Corporation	**SIGNETURE PC**	2,957,984	5/31/05
LodgeNet Entertainment Corporation	**SIGNETURE HDTV**	3,099,790	6/6/06
LodgeNet Entertainment Corporation	**ENTERTAINMENT2GO & Design**	3,141,942	9/12/06
LodgeNet StayOnline, Inc.	**STAYONLINE**	2,665,968	12/24/02

Company	Mark	Application. No.	Filing Date
LodgeNet Entertainment Corporation	**POWERPLAY**	76/628,266	1/18/05
LodgeNet Entertainment Corporation	**LODGENET RX**	77/063,748	12/13/06
LodgeNet Entertainment Corporation	**EASY HD**	77/063,360	12/13/06
LodgeNet Entertainment Corporation	**LAUNCHPAD**	77/080,279	1/10/07

LodgeNet Entertainment Corporation Foreign Trademark Registration and Applications:

Company	Country	Mark	Reg. No.	Reg. Date
LodgeNet Entertainment Corporation	**JAPAN**	**LODGENET**	4111963	02/06/98
LodgeNet Entertainment Corporation	**KOREA**	**LODGENET**	42417	06/01/98
LodgeNet Entertainment Corporation	**CANADA**	**LODGENET**	525,796	3/27/00
LodgeNet Entertainment Corporation	**COSTA RICA**	**LODGENET**	104,251	10/23/97
LodgeNet Entertainment Corporation	**PANAMA**	**LODGENET**	85646	2/5/97
LodgeNet Entertainment Corporation	**VENEZUELA**	**LODGENET**	S-7137	1/23/98
LodgeNet Entertainment Corporation	**EL SALVADOR**	**LODGENET**	00197	04/17/98
LodgeNet Entertainment Corporation	**GUATEMALA**	**LODGENET**	98,120	10/13/99
LodgeNet Entertainment Corporation	**HONDURAS**	**LODGENET**	4472	10/15/97
LodgeNet Entertainment Corporation	**NICARAGUA**	**LODGENET**	35.913 C.C.	11/27/97
LodgeNet Entertainment Corporation	**DOMINICAN REP.**	**LODGENET**	88,352	02/15/97
LodgeNet Entertainment Corporation	**CANADA**	**B-LAN**	499,511	08/27/98
LodgeNet Entertainment Corporation	**COLOMBIA**	**LODGENET**	201,187	9/18/97
LodgeNet Entertainment Corporation	**PERU**	**LODGENET**	13889	03/09/98
LodgeNet Entertainment Corporation	**INDONESIA**	**LODGENET**	436884	4/15/98
LodgeNet Entertainment Corporation	**MALAYSIA**	**LODGENET**	97/21481	12/12/97
LodgeNet Entertainment Corporation	**PHILIPPINES**	**LODGENET**	126829	9/30/02
LodgeNet Entertainment Corporation	**ARGENTINA**	**LODGENET**	1786193	5/4/00
LodgeNet Entertainment Corporation	**MEXICO**	**LODGENET**	642,977	2/1/99
LodgeNet Entertainment Corporation	**ISRAEL**	**LODGENET**	134098	9/4/01

Company	Country	Mark	Application No.	Filing Date
LodgeNet Entertainment Corporation	**BRAZIL**	**LODGENET**	819633534	10/30/96
LodgeNet Entertainment Corporation	**URUGUAY**	**LODGENET**	367,406	12/9/05

On Command U.S. Trademark Registrations:

Company	Mark	Reg. No.	Reg. Date
On Command Corporation	@HOTEL	2343942	18-Apr-2000
Hotel Digital Network, Inc. d/b/a Digital Media Network	INSTANT MEDIA NETWORK	2692462	04-Mar-2003
On Command Video Corporation	MINIMATE	2786625	25-Nov-2003
On Command Video Corporation	MINIMATE	2930512	08-Mar-2005
On Command Corporation	MUSIC ONCOMMAND	2854238	15-Jun-2004
On Command Corporation	OCV	2147019	31-Mar-1998
On Command Corporation	OCX	2349986	16-May-2000
On Command Corporation	OCX	2488539	11-Sep-2001
On Command Corporation	ON COMMAND	2245482	18-May-1999
On Command Corporation	ON COMMAND VIDEO	1597838	22-May-1990
On Command Corporation	ON COMMAND VIDEO	2085475	05-Aug-1997
On Command Corporation	ROOMMATE	2795666	16-Dec-2003
On Command Corporation	SCREEN GENIE	2525750	01-Jan-2002
On Command Corporation	SPECTRAVISION	1277396	08-May-1984
Hotel Digital Network, Inc.	SPEEDBROWSE	3971061	19-Jul-2005
On Command Corporation	TURN ON SOMETHING GOOD	2715325	13-May-2003

On Command Foreign Trademark Registrations:

Owner	Country	Mark	Reg. No.	Reg. Date
On Command Corporation	Argentina	ON COMMAND	1871873	20-May-2002
On Command Corporation	Argentina	ON COMMAND	1860749	13-Feb-2002
On Command Corporation	Argentina	ON COMMAND & Double Diamond Logo	1855684	17-Dec-2001
On Command Corporation	Argentina	ON COMMAND & Double Diamond Logo	1871881	20-May-2002
On Command Video Corporation	Austria	ON COMMAND VIDEO & Design	152182	20-Apr-1994
On Command Corporation	Australia	SPECTRA-MATE	A563818	14-May-1993
On Command Corporation	Australia	SPECTRAVISION	A372333	03-Mar-1982

Owner	Country	Mark	Reg. No.	Reg. Date
On Command Video Corporation	Benelux	SPECTRAVISION & Design	363467	31-Jan-1980
On Command Video Corporation	Canada	DIGITAL GUEST CHOICE	482431	11-Sep-1997
On Command Video Corporation	Canada	GUEST THEATER	486763	11-Dec-1997
On Command Video Corporation	Canada	ON COMMAND VIDEO	423539	25-Feb-1994
On Command Video Corporation	Canada	SPECTRAVISION	282778	26-Aug-1983
On Command Video Corporation	Canada	SPECTRAVISION LIVE!	492375	06-Apr-1998
On Command Video Corporation	Canada	SPECTRAVISION OF CANADA & Design	475293	28-Apr-1997
On Command Video Corporation	Canada	SPECTRAVISION THE CONFERENCE ROOM	474967	21-Apr-1997
On Command Corporation	China	SPECTRAVISION	553558	30-May-1991
On Command Corporation	France	SPECTRAVISION	1712739	23-Feb-1982
On Command Corporation	United Kingdom	ON COMMAND	1429285	12-Jun-1990
Spectradyne International, Inc.	United Kingdom	SPECTRAVISION	1428878	07-Jun-1990
Spectradyne International, Inc.	United Kingdom	SPECTRAVISION & Design	1127741	29-Jan-1980
On Command Video Corporation	Hong Kong	ON COMMAND VIDEO	B05225	03-Nov-1993
Spectradyne International, Inc.	Hong Kong	SPECTRAVISION	B8985/95	27-Oct-1995
Spectradyne International, Inc.	Hong Kong	SPECTRAVISION	B10206/95	07-Dec-1995
On Command Corporation	Japan	ON COMMAND VIDEO	4314577	10-Sep-1999
On Command Corporation	Korea, Republic of	SPECTRAVISION	12657	05 Nov-1990
On Command Corporation	Korea, Republic of	SPECTRAVISION	216371	04-Jul-1991
On Command Corporation	Mexico	ON COMMAND	579546	29-Jun-1998
On Command Corporation	Mexico	ON COMMAND	579545	29-Jun-1998
On Command Corporation	Mexico	ON COMMAND & Double Diamond Logo	572064	27-Feb-1998
On Command Corporation	Mexico	ON COMMAND & Double Diamond Logo	570761	25-Feb-1998
On Command Corporation	Mexico	SPECTRADYNE	443665	07-Oct-1993
On Command Corporation	Mexico	SPECTRAVISION	463579	16-Jun-1994
Spectradyne International, Inc.	Malaysia	SPECTRA-MATE	91006754	22-Apr-1995
Spectradyne International, Inc.	Malaysia	SPECTRAVISION	91001332	02-Mar-1991
On Command Video Corporation	New Zealand	ON COMMAND VIDEO	B231598	12-Mar-1997
Spectradyne International, Inc.	Singapore	SPECTRAVISION	B2393/91	01-Mar-1991
On Command Corporation	Thailand	SPECTRAVISION	118314	22-Oct-1991

Owner	Country	Mark	Reg. No.	Reg. Date
On Command Corporation	Thailand	SPECTRAVISION	BOR12213	23-Apr-2001
Spectradyne International, Inc.	Taiwan	SPECTRAVISION	504369	01-Nov-1990
On Command Corporation	Taiwan	SPECTRAVISION	513615	01-Feb-1991
On Command Corporation	Taiwan	SPECTRAVISION	47503	16-Oct-1990
On Command Corporation	Taiwan	SPECTRAVISION	523748	16-May-1991

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