

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		04/04/2007	Financial Institution:

RECEIVING PARTY DATA

Name:	LodgeNet Entertainment Corporation
Street Address:	3900 West Innovation Street
City:	Sioux Falls
State/Country:	SOUTH DAKOTA
Postal Code:	57107
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

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	SIGNATURE TV
Registration Number:	2942948	POWERSTATION
Registration Number:	2957984	SIGNATURE PC
Registration Number:	3099790	SIGNATURE HDTV
Registration Number:	3141942	ENTERTAINMENT2GO
Registration Number:	2665968	STAYONLINE

CH \$440.00 2196850

Serial Number:	76628266	POWERPLAY
Serial Number:	77063748	LODGENET RX
Serial Number:	77063360	EASY HD
Serial Number:	77080279	LAUNCHPAD

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: 4

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of April 4, 2007, from Canadian Imperial Bank of Commerce, as Secured Party and Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), with a business address at 300 Madison Avenue, New York, New York 10017, to LodgeNet Entertainment Corporation, a Delaware corporation ("LodgeNet"), and LodgeNet StayOnline, Inc., a Delaware corporation ("LSO", and collectively, the "Company"), with a business address at 3900 West Innovation Street, Sioux Falls, SD 57107-7002.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement among LodgeNet Entertainment Corporation and the Grantors named therein dated as of August 29, 2001, in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Company to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Trademark Security Agreement dated as of August 29, 2001, executed by LodgeNet (the "LodgeNet Trademark Security Agreement"), LodgeNet, by reference to the Collateral Agreement, reaffirmed its grant of a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of February 1, 2007, executed by LSO (the "LSO Trademark Security Agreement"), LSO, by reference to the Collateral Agreement, reaffirmed its grant of a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the LodgeNet Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 10, 2001, at Reel 2371 and Frame 0384; and

WHEREAS, the LSO Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 2, 2007, at Reel 3474 and Frame 0554; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of LodgeNet's and LSO's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A

hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement, the LodgeNet Trademark Security Agreement and the LSO Trademark Security Agreement.

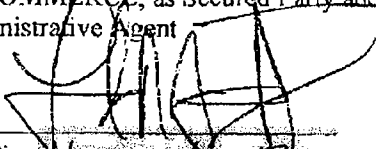
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and be void.

3. Further Assurances. Upon request by the Company and at the Company's cost and expense, the Agent hereby agrees to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

CANADIAN IMPERIAL BANK
OF COMMERCE, as Secured Party and
Administrative Agent

By: 
Name: Leonardo Hernandez
Title: Executive Director

Schedule A

U.S. Trademarks

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	SIGNATURE TV	2,936,834	3/29/05
LodgeNet Entertainment Corporation	POWERSTATION	2,942,948	4/19/05
LodgeNet Entertainment Corporation	SIGNATURE PC	2,957,984	5/31/05
LodgeNet Entertainment Corporation	SIGNATURE 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