

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
FARECAST, INC.		08/31/2007	CORPORATION: WASHINGTON

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: 7

Property Type	Number	Word Mark
Serial Number:	77038861	FARE GUARD
Serial Number:	77008036	FARE LOCK
Serial Number:	78808417	KNOW WHEN TO BUY
Serial Number:	78681989	FARECAST
Serial Number:	78681987	FARECAST
Serial Number:	78681994	FARECAST
Serial Number:	78681992	FARECAST

CORRESPONDENCE DATA

Fax Number: (858)550-6420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 858-550-6403
 Email: erin.obrien@cooley.com
 Correspondent Name: Erin O'Brien
 Address Line 1: c/o Cooley Godward Kronish LLP

CH \$190.00 77038861

Address Line 2: 4401 Eastgate Mall
Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1181 FARECAST
NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	09/12/2007

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 31, 2007, by and between COMERICA BANK ("Bank") and FARECAST, INC., a Washington corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein are used as defined in the Loan Agreement.

B. 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 Bank and Grantor, 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 Exhibits 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.

[Remainder of Page Intentionally Left Blank]

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

Address of Grantor:

Farecast, Inc.
200 West Thomas Street, Suite 300
Seattle, WA 98119
Attn: _____
Fax: () _____

GRANTOR:

FARECAST, INC.

By: _____

Title: _____

Address of Bank:

Comerica Bank
m/c 4770
75 E. Trimble Road
San Jose, CA 95131
Attn: Manager
Fax: (408) 556-5091

BANK:

COMERICA BANK

By:  _____

Title: Corporate Banking Officer

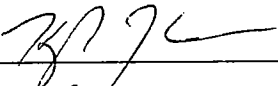
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Farecast, Inc.
200 West Thomas Street, Suite 300
Seattle, WA 98119
Attn: Andy Fursic
Fax: (206) 529-0901

GRANTOR:

FARECAST, INC.

By: 
Title: CEO

Address of Bank:

Comerica Bank
m/c 4770
75 E. Trimble Road
San Jose, CA 95131
Attn: Manager
Fax: (408) 556-5091

BANK:

COMERICA BANK

By: _____
Title: _____

EXHIBIT A

United States Copyrights

None.

Foreign Copyrights

None.

EXHIBIT B

United States Patents

Title	App. No.	Filing Date	Patent No.	Granted Date
Method and system for aggregating, standardizing and presenting purchase information from shoppers and sellers to facilitate comparison shopping and purchases	11/109209	4/18/2005	n/a	n/a
Performance Predictive Pricing Based on Historical Data	10/811,077	3/24/2006	7,010,494	3/7/2006
Performance Predictive Pricing Based on Historical Data	11,352,420	2/10/2006	n/a	n/a
Performance Predictive Pricing Based on Historical Data	11/772,523	7/2/2007	n/a	n/a
Travel-Related Prediction System	11/675,499	2/15/2007	n/a	n/a
System and Method of Protecting Prices	11/599,607	11/13/2006	n/a	n/a
Travel Information Fare History Graph	11/675,617	2/15/2007	n/a	n/a
Travel Information Interval Grid	11/675,619	2/15/2007	n/a	n/a
Travel Information Rate Map	11/675,594	2/15/2007	n/a	n/a
Travel Information Future Fare Graph	11/675,589	2/15/2007	n/a	n/a
Travel Information Departure Date/Duration Grid	11/675,585	2/15/2007	n/a	n/a
Hotel Price History Graph	60/890,175	2/15/2007	n/a	n/a
Deal Identification System	60/906,929	3/13/2007	n/a	n/a

[Exhibit B continued on following page]

Foreign Patents

Title	App. No.	Filing Date	Patent No.	Granted Date	Jurisdiction
Performance Predictive Pricing Based on Historical Data	2,519,693	3/26/2004	n/a	n/a	Canada
Performance Predictive Pricing Based on Historical Data	04758495.8	3/26/2004	n/a	n/a	European Patent Convention
Performance Predictive Pricing Based on Historical Data	US04/09498	3/26/2004	n/a	n/a	Patent Cooperation Treaty
Travel Information Fare History Graph	US07/62332	2/16/2007	n/a	n/a	Patent Cooperation Treaty

EXHIBIT C

United States Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
FARE GUARD	77/038861	11/7/2006	n/a	n/a
FARE LOCK	77/008036	9/26/2006	n/a	n/a
KNOW WHEN TO BUY	78/808417	2/6/2006	n/a	n/a
FARECAST	78/681989	7/29/2005	n/a	n/a
FARECAST	78/681987	7/29/2005	n/a	n/a
FARECAST	78/681994	7/29/2005	n/a	n/a
FARECAST	78/681992	7/29/2005	n/a	n/a

Foreign Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Jurisdiction
FARE GUARD	1,346,288	5/4/2007	n/a	n/a	Canada
FARE GUARD	005878293	5/7/2007	n/a	n/a	Community Trademark
FARECAST	1,287,784	1/27/2006	n/a	n/a	Canada
FARECAST	004866497	1/30/2006	004866497	5/22/2007	Community Trademark
KNOW WHEN TO BUY	1,311,189	7/31/2006	n/a	n/a	Canada