

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Interval Holdings, Inc.		08/19/2008	CORPORATION: DELAWARE
ResortQuest Real Estate of Hawaii, LLC		08/19/2008	LIMITED LIABILITY COMPANY: HAWAII
RESORTQUEST HAWAII, LLC		08/19/2008	LIMITED LIABILITY COMPANY: HAWAII

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association as Collateral Agent
<b>Street Address:</b>	201 South College Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 29**

Property Type	Number	Word Mark
Registration Number:	2546090	THE QUALITY VACATION EXCHANGE NETWORK
Registration Number:	2406560	RESORT SOLUTIONS
Registration Number:	2392442	RESORT DEVELOPER.COM
Registration Number:	3086194	LEISURE TIME PASSPORT
Registration Number:	2440153	INTERVAL WORLD
Registration Number:	2681078	INTERVAL WORLD
Registration Number:	2073254	INTERVAL TRAVEL
Registration Number:	2825938	INTERVAL OPTIONS
Registration Number:	1477164	INTERVAL INTERNATIONAL
Registration Number:	2832843	INTERVAL GOLD
Registration Number:	2766649	GO INTERVAL TRAVEL

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Registration Number:	1469989	
Registration Number:	1843239	INTERVAL INTERNATIONAL FIVE STAR AWARD
Registration Number:	3424116	LIVEITUP
Registration Number:	3420010	LIVEITUP
Registration Number:	3415726	LIVEITUP MAKE LIFE A VACATION
Registration Number:	3263656	VACATION OWNERSHIP INVESTMENT CONFERENCE
Registration Number:	2139687	CONDO DIRECT
Serial Number:	77247605	VACATIONSOURCE.COM
Serial Number:	77247608	VACATIONSOURCE.COM
Serial Number:	77248678	VACATIONSOURCE.COM
Registration Number:	2842722	BREAKFAST ON THE BEACH
Registration Number:	3208696	A PERFECT PLACE TO STAY. OUR HAWAII. YOUR WAY.
Registration Number:	3200783	
Serial Number:	77394120	INTERVAL INTERNATIONAL PREMIER RESORT
Serial Number:	77394111	INTERVAL INTERNATIONAL PREMIER RESORT
Serial Number:	77394039	INTERVAL INTERNATIONAL SELECT RESORT
Serial Number:	77394006	INTERVAL INTERNATIONAL SELECT RESORT
Serial Number:	78779415	HAWAII 5-O

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	691364
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	08/19/2008

Total Attachments: 9  
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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Interval Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware corporation
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 08/19/2008

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal

Address: as Collateral Agent

Street Address: 201 South College Street

City: Charlotte State: NC Zip: 28288

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James P. Murphy

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: \_\_\_\_\_

**29**

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

James P. Murphy  
Name of Person Signing

  
Signature

August 19, 2008  
Date

Total number of pages including cover sheet, attachments, and document: **9**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

ADDITIONAL NAMES OF CONVEYING PARTY (S) (In connection with Item 1 of  
Trademark Recordation Form Cover Sheet):

ResortQuest Real Estate of Hawaii, LLC , a Hawaii limited liability company  
RESORTQUEST HAWAII, LLC, a Hawaii limited liability company.

**GRANT OF SECURITY INTEREST IN  
TRADEMARKS**

**Trademark Security Agreement**, dated as of August 19, 2008, by INTERVAL INTERNATIONAL, INC., RESORTQUEST HAWAII, LLC and RESORTQUEST REAL ESTATE OF HAWAII, INC. (individually, a "Grantor", and, collectively, the "Grantors"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

**WITNESSETH:**

WHEREAS, the Grantors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the holders of the Obligations, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the holders of the Obligations a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (collectively, the "Applicable Collateral"):

- (a) Trademarks of such Grantor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Collateral Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the release of the Lien provided for in the Security Agreement (as set forth in the Security Agreement and/or the Credit Agreement, as the case may be) with respect to all or any portion of the Applicable Collateral (including in connection with the Disposition thereof), the Collateral Agent shall execute, acknowledge, and deliver

to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in all or such portion of the Applicable Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[SIGNATURE PAGE FOLLOWS]

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.

Very truly yours,

INTERVAL INTERNATIONAL, INC.

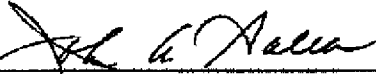
By:   
Name: Craig M. Nash  
Title: Chief Executive Officer

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

TRADEMARK  
REEL: 003837 FRAME: 0582



RESORTQUEST HAWAII, LLC  
RESORTQUEST REAL ESTATE OF  
HAWAII, LLC

By:   
Name: John A. Galea  
Title: Manager

[TRADEMARK SECURITY AGREEMENT SIGNATURE PAGE]

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION  
as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

  
**Marc Birenbaum**  
**Director**

*[Signature Page to the Trademark Security Agreement]*

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND**  
**TRADEMARK APPLICATIONS**

**Trademark Registrations:**

Owner	Registration Number	Trademark
Interval International, Inc.	2546090	THE QUALITY VACATION EXCHANGE NETWORK
Interval International, Inc.	2406560	RESORT SOLUTIONS
Interval International, Inc.	2392442	RESORT DEVELOPER.COM
Interval International, Inc.	3086194	LEISURE TIME PASSPORT
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Interval International, Inc.	1477164	INTERVAL INTERNATIONAL
Interval International, Inc.	2832843	INTERVAL GOLD
Interval International, Inc.	2766649	GO INTERVAL TRAVEL
Interval International, Inc.	1469989	Earth Logo with Stars
Interval International, Inc.	1843239	INTERVAL INTERNATIONAL FIVE STAR AWARD
Interval International, Inc.	3424116	LIVEITUP
Interval International, Inc.	3420010	LIVEITUP
Interval International, Inc.	3415726	LIVEITUP MAKE LIFE A VACATION
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Interval International, Inc.	2139687	CONDO DIRECT
Interval International, Inc.	77/247605	Vacationsource.com logo
Interval International, Inc.	77/247608	Vacationsource.com logo
Interval International, Inc.	77/248678	Vacationsource.com logo
ResortQuest Hawaii, LLC	2842722	BREAKFAST ON THE BEACH
ResortQuest Hawaii, LLC	3208696	A Perfect Place to Stay. Our Hawaii. Your Way.
ResortQuest Hawaii, LLC	3200783	Girl Logo

**Trademark Applications:**

<b>Owner</b>	<b>Application Number</b>	<b>Trademark</b>
Interval International, Inc.	77/394120	INTERVAL INTERNATIONAL PREMIER RESORT
Interval International, Inc.	77/394111	INTERVAL INTERNATIONAL PREMIER RESORT
Interval International, Inc.	77/394039	INTERVAL INTERNATIONAL SELECT RESORT
Interval International, Inc.	77/394006	INTERVAL INTERNATIONAL SELECT RESORT
ResortQuest Hawaii, LLC	78/779,415	Hawaii 5-0