

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Escapia, Inc.		01/14/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HomeAway, Inc.		
<b>Street Address:</b>	3801 Capital of Texas Highway South, Suite 150		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78704		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77201438	CLEARSTAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)493-6811		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	650-496-7543		
<b>Email:</b>	nbouch@wsgr.com		
<b>Correspondent Name:</b>	WSGR, Attn: Nancy Bouch, Sr. Paralegal		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 2:</b>	FH 2-1 P10		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	31706.000		
<b>NAME OF SUBMITTER:</b>	Nancy Bouch		
<b>Signature:</b>	/s/Nancy Bouch		
<b>Date:</b>	01/16/2009		

CH \$40.00 77201438

**Total Attachments: 6**

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**GRANT OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of January 14, 2009, is executed by Escapia, Inc., a Delaware corporation (together with its successors and assigns, the "Debtor"), in favor of HomeAway, Inc., a Delaware corporation (together with its successors and assigns, the "Secured Party").

A. Reference is made to that certain Security Agreement, dated as of January 14, 2009 (the "Security Agreement"), by and between Debtor and Secured Party.

B. Debtor owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule A annexed hereto as part hereof (collectively, the "Patents");

C. Debtor has adopted, used and is using the trademarks, more particularly described on Schedule B annexed hereto as part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks");

D. Debtor owns the copyrights registered in the United States Copyright Office, more particularly described on Schedule C annexed hereto as part hereof (collectively, the "Copyrights");

E. Schedule A, Schedule B and Schedule C hereof constitute a complete list, as of the date hereof, of registrations or applications for registrations of Patents, and Trademarks and Copyrights in or to which Debtor has any right, title, interest, claim or demand. After the date of the Security Agreement, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, Debtor shall provide written notice to Secured Party, in accordance with the provisions of the Security Agreement, of any addition or change which is necessary to be made to Schedule A, Schedule B, and/or Schedule C in order to maintain such schedules completeness or accuracy.

Agreement

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral (defined below) to secure the prompt payment, performance and observance of the Obligations.

1. Debtor hereby grants to Secured Party a security interest to secure the prompt payment, performance and observance of the Obligations, as defined in the Security Agreement, in all right, title and interest of Debtor in and to the following property (collectively, the "Collateral");

a. all Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents;

b. all Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof;

c. all Copyrights and the registrations thereof, together with any renewals or extensions thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof for the full term of the Copyrights

2. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement.

Secured Party's address is: HomeAway, Inc.  
3801 Capital of Texas Highway South  
Suite 150  
Austin, Texas 78704  
Facsimile: (512) 684-1101  
Email: cshepherd@homeaway.com

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first above written.

**ESCAPIA, INC.**

By:   
William Burlong,  
President and Chief Executive Officer

SCHEDULE A TO GRANT OF SECURITY INTEREST

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Short-Term Housing Rental Management System & Method	11-23-07	11/944,572

PATENT APPLICATIONS

<u>Title</u>	<u>Application Date</u>	<u>Application No.</u>
None		

SCHEDULE B TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
ClearStay – European Community	6/11/08	006082739
ClearStay – United States	6/8/07	77/201,438

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application Date</u>	<u>Application No.</u>
None		

SCHEDULE C TO GRANT OF SECURITY INTEREST

COPYRIGHTS

<u>Description</u>	<u>Registration Date</u>	<u>Registration No.</u>
None		