

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Pegasus Solutions, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation - State: _____
☒ Other Inc. Association

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 01/25/2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☒ Other Doc ID No. 900153006

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☐ Yes
☒ No

Name: Jefferies Finance LLC

Internal

Address: _____

Street Address: 520 Madison Avenue

City: New York

State: NY

Country: US

Zip: 10022

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Limited Liability Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

76326776

B. Trademark Registration No.(s)

1779296; 2471934; 2603081; 2759620; 2855846; 2910910; 3023161; 3024929

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Deborah M. Vernon

Internal Address: Proskauer Rose LLP

Street Address: One International Place

City: Boston

State: MA

Zip: 02110

Phone Number: 617.526.9600

Fax Number: 617.526.9899

Email Address: dvernon@proskauer.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$190.00

Previously paid.

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account charged on 01/26/10.

Deposit Account Number 50-3081

Authorized User Name Deborah M. Vernon

9. Signature:

Deborah M. Vernon
Signature

01/27/2010

Date

Deborah M. Vernon

Name of Person Signing

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

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK ASSIGNMENT

Electronic Version v1.1

01/26/2010

Stylesheet Version v1.1

900153006

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pegasus Solutions, Inc.		01/25/2010	INC. ASSOCIATION:

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 9

Property Type:	Number	Word Mark
Registration Number:	1778296	ULTRASWITCH
Registration Number:	2471934	POWERED BY PEGASUS
Registration Number:	2803081	NETBOOKER
Registration Number:	2759620	HOTELML
Registration Number:	2855846	PEGSPAY
Registration Number:	2910910	PEGSTOUR
Registration Number:	3023161	HOTELBOOK
Registration Number:	3024929	PEGASUSCENTRAL
Serial Number:	76326776	PEGASUS SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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

Phone: 617.526.9600

Email: oandrews@proskauer.com

Correspondent Name: Proskauer Rose LLP

CH \$240.00 1779296

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TO: PROSKAUER ROSE LLP COMPANY: ONE INTERNATIONAL PLACE

Address Line 1: One International Place	
Address Line 4: Boston, MASSACHUSETTS 02110	
ATTORNEY DOCKET NUMBER:	40692/081
NAME OF SUBMITTER:	Deborah M. Vernon
Signature:	/Deborah M. Vernon/
Date:	01/26/2010
Total Attachments: 7 source=Trademark Security Interest#page1.tif source=Trademark Security Interest#page2.tif source=Trademark Security Interest#page3.tif source=Trademark Security Interest#page4.tif source=Trademark Security Interest#page5.tif source=Trademark Security Interest#page6.tif source=Trademark Security Interest#page7.tif	

TO:PROSKAUER ROSE LLP COMPANY:ONE INTERNATIONAL PLACE

MEMORANDUM OF TRADEMARK SECURITY INTEREST

This MEMORANDUM (this "Memorandum"), dated as of January 25, 2010, between Pegasus Solutions, Inc., a Delaware corporation (the "Borrower"), Pegasus Solutions Companies, a Delaware corporation ("PSC"), GuestClick, Inc., a Florida corporation ("GuestClick"), Wizcom, Inc., a Delaware corporation (together with PSC and GuestClick, the "Guarantors"; and the Guarantors together with the Borrower, the "Trademark Owners"), each having a place of business at 8350 N. Central Expressway, Suite 1900, Dallas, Texas 75206, and Jefferies Finance LLC, as agent (the "Secured Party") for itself and certain other lenders (the "First Lien Lenders") under that certain Credit Agreement, dated as of April 17, 2007, as from time to time in effect (the "Credit Agreement"), among the Borrower, certain of its affiliates (including the Guarantors), the First Lien Lenders, and the Secured Party; the Secured Party having a place of business at 520 Madison Avenue, New York, NY 10022.

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Memorandum, including the preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and that certain Guarantee and Collateral Agreement, dated as of April 17, 2007, as from time to time in effect (the "Guarantee and Collateral Agreement"), among the Borrower, certain of its affiliates (including the Guarantors) and the Secured Party.
2. Pursuant to the Guarantee and Collateral Agreement, the Borrower and certain of its affiliates (including the Guarantors) have granted to the Secured Party a security interest in all Intellectual Property, including the Trademarks (including, without limitation, those Trademarks listed on Schedule A hereto). For the avoidance of doubt, applications in the United States Patent and Trademark Office (the "USPTO") to register trademarks or service marks will not be deemed to be Trademarks unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the USPTO, whereupon such application shall be automatically subject to the security interest described herein and deemed to be included in the Trademarks.
3. This Memorandum has been executed and delivered by the Trademark Owners for the purpose of recording the grant of security interest described herein with the USPTO. The security interest described herein has been granted to the Secured Party in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Party and the First Lien Lenders thereunder) shall remain in full force and effect in accordance with its terms.
4. The Trademark Owners do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks granted hereby and more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Memorandum and the terms of the

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Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

5. This Memorandum may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
6. This Memorandum shall be deemed to be a contract made under and governed by the laws of the state of New York.

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The Trademark Owners and the Secured Party have executed this Memorandum as of the date first above written.

Trademark Owners:

Secured Party:

PEGASUS SOLUTIONS, INC.

JEFFERIES FINANCE LLC,
as Administrative Agent and Collateral
Agent under the Credit Agreement

By 

Name: Michael H. Kistner

Title: President and Chief Executive Officer

By _____

Name:

Title:

PEGASUS SOLUTIONS COMPANIES

By 

Name: Michael H. Kistner

Title: President

Signature Page to Memorandum of Trademark Security Interest

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GUESTCLICK, INC.

By 

Name: Michael H. Kistner

Title: President

Signature Page to Memorandum of Trademark Security Interest

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TO: PROSKAUER ROSE LLP COMPANY: ONE INTERNATIONAL PLACE

The Trademark Owners and the Secured Party have executed this Memorandum as of the date first above written.

Trademark Owners:

PEGASUS SOLUTIONS, INC.

Secured Party:

JEFFERIES FINANCE LLC,
as Administrative Agent and Collateral
Agent under the Credit Agreement

By _____
Name:
Title:

By E. Joseph Hess
Name: E. Joseph Hess
Title: Managing Director

PEGASUS SOLUTIONS COMPANIES

By _____
Name:
Title:

GUESTCLICK, INC.

By _____
Name:
Title:

WIZCOM, INC.

By _____
Name:
Title:

Signature Page to Memorandum of Trademark Security Interest

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SCHEDULE ATrademarks and Trademark Applications Owned by Pegasus Solutions, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
ULTRASWITCH	June 29, 1993	1,779,296
POWERED BY PEGASUS	July 24, 2001	2,471,934
NETBOOKER	July 30, 2002	2,603,081
HOTELML	September 2, 2003	2,759,620
PEGSPAY	June 22, 2004	2,855,846
PEGSTOUR	December 14, 2004	2,910,910
HOTELBOOK	December 6, 2005	3,023,161
PEGASUSCENTRAL	December 13, 2005	3,024,929

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Serial Number</u>
PEGASUS SOLUTIONS	October 17, 2001	76/326,776

Trademarks Owned by Pegasus Solutions Companies

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
NETREZ	February 8, 2000	2,315,311
REZVIEW	July 4, 2000	2,364,966

Trademarks Owned by GuestClick, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
GUESTCLICK, INC.	June 1, 2004	2,8492,210

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Trademarks Owned by Wizcom, Inc.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
WIZCOM	JANUARY 30, 1990	1,580,417
WIZCOM	September 18, 1990	1,614,276
WIZCOM	September 18, 1990	1,614,288
WIZCOM INNOVATIONSSOLUTIONS CONNECTIONS	August 15, 2000	2,377,126

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RECORDED: 01/26/2010

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