

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
The Rubicon Group, Inc.		03/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Collateral Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3380942	RUBICON	
Registration Number:	3380941	RUBICON	
Registration Number:	3378261	MARKETVISION	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1954213		
NAME OF SUBMITTER:	Richard Kalwa		

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TRADEMARK
REEL: 004503 FRAME: 0524

Signature:	/richard kalwa/
Date:	03/23/2011
Total Attachments: 8 source=2973547r#page1.tif source=2973547r#page2.tif source=2973547r#page3.tif source=2973547r#page4.tif source=2973547r#page5.tif source=2973547r#page6.tif source=2973547r#page7.tif source=2973547r#page8.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of March 16, 2011 by The Rubicon Group, Inc., a Delaware corporation ("Rubicon"), and each Guarantor listed on Schedule 1 hereto (collectively, the "Original Guarantors," and together Rubicon, the "Pledgors"), in favor of Bank of Montreal, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of March 16, 2011 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Security Agreement of even date with the Credit Agreement (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors 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 ratable benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors 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 Pledgor hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor (collectively, the "Trademark Collateral"):

- (a) Registered trademarks and trademark applications of such Pledgor listed on Schedule 2 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 the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral 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. Intent-To-Use Trademark Applications. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of intent to use trademark or service mark applications or any registrations therefrom under applicable federal law, the

Trademark Collateral shall not include such intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the full payment and performance of the Secured Obligations, upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE RUBICON GROUP, INC.

By: 
Name: Lawrence Kutscher
Title: President

Accepted and Agreed:

BANK OF MONTREAL, as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

THE RUBICON GROUP, INC.

By: _____

Name:

Title:

Accepted and Agreed:

BANK OF MONTREAL, as Collateral Agent

By: Aleen M Hartje

Name: Aleen Hartje

Title: Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

ORIGINAL GUARANTORS

N/A

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

TITLE	REGISTRATION NUMBER	COUNTRY	OWNER
RUBICON	3,380,942	U.S.	The Rubicon Group, Inc.
RUBICON (logo)	3,380,941	U.S.	The Rubicon Group, Inc.
MARKETVISION	3,378,261	U.S.	The Rubicon Group, Inc.
TRAVELCLICK	2365798	U.S.	TravelCLICK, Inc.
RATEVIEW	3329812	U.S.	TravelCLICK, Inc.
RATEVIEW	3192705	E.U.	TravelCLICK, Inc.
IHOTELIER	2622409	U.S.	TravelCLICK, Inc.
ONESCREEN	3274597	U.S.	TravelCLICK, Inc.
HOTELLIGENCE	3274595	U.S.	TravelCLICK, Inc.
ISTAY	3293184	U.S.	TravelCLICK, Inc.
RATEADVISOR	3293235	U.S.	TravelCLICK, Inc.
CHANNELDIRECT	3390913	U.S.	TravelCLICK, Inc.
TRAVELCLICK ITRAK	3648148	U.S.	TravelCLICK, Inc.
HOSPITALITY TOOLKIT	3203111	U.S.	TravelCLICK, Inc.
STUDIOS & Design	3232688	U.S.	TravelCLICK, Inc.
BLUE SQUARE STUDIOS	3232685	U.S.	TravelCLICK, Inc.
ALL SUITES INTERNATIONAL & Design	488415	Canada	Travelclick Canada Company
HOTELLIGENCE	8388837	E.U.	TravelCLICK, Inc.
HOTELLIGENCE360	1046320	WIPO	TravelCLICK, Inc.
HOTELLIGENCE360	1046320	Singapore	TravelCLICK, Inc.

Trademark Applications:

TITLE	APPLICATION NUMBER	COUNTRY	OWNER
IHOTELIER	77/667,621	U.S.	TravelCLICK, Inc.
TRAVELCLICK	85/019,466	U.S.	TravelCLICK, Inc.
HOTELLIGENCE360	77/807,390	U.S.	TravelCLICK, Inc.
TRAVELCLICK	3040481	Argentina	TravelCLICK, Inc.
TRAVELCLICK	1,500,620	Canada	TravelCLICK, Inc.
TRAVELCLICK	2041546	India	TravelCLICK, Inc.
TRAVELCLICK	1128826	Mexico	TravelCLICK, Inc.
TRAVELCLICK	148405	UAE	TravelCLICK, Inc.
TRAVELCLICK	A0021757	WIPO	TravelCLICK, Inc.
TRAVELCLICK	A0021757	Australia	TravelCLICK, Inc.
TRAVELCLICK	A0021757	Switzerland	TravelCLICK, Inc.
TRAVELCLICK	A0021757	China	TravelCLICK, Inc.
TRAVELCLICK	A0021757	E.U.	TravelCLICK, Inc.
TRAVELCLICK	A0021757	Japan	TravelCLICK, Inc.
TRAVELCLICK	A0021757	Republic of Korea	TravelCLICK, Inc.
TRAVELCLICK	A0021757	Singapore	TravelCLICK, Inc.
TRAVELCLICK	301742148	Hong Kong	TravelCLICK, Inc.
STAYHIP	77/912,629	U.S.	TravelCLICK, Inc.
MOBIBOOK	85/036,146	U.S.	TravelCLICK, Inc.
RATE360	85/137,387	U.S.	TravelCLICK, Inc.
OTA360	85/137,404	U.S.	TravelCLICK, Inc.
GDS360	85/137,417	U.S.	TravelCLICK, Inc.
PROFILE360	85/137,436	U.S.	TravelCLICK, Inc.
PMS360	85/137,445	U.S.	TravelCLICK, Inc.
TRAVELCLICK	830825339	Brazil	TravelCLICK, Inc.
TRAVELCLICK	148406	UAE	TravelCLICK, Inc.
TRAVELCLICK	148407	UAE	TravelCLICK, Inc.
TRAVELCLICK	148408	UAE	TravelCLICK, Inc.
TRAVELCLICK	1128828	Mexico	TravelCLICK, Inc.
TRAVELCLICK	1128830	Mexico	TravelCLICK, Inc.
TRAVELCLICK	1128832	Mexico	TravelCLICK, Inc.
TRAVELCLICK	830825320	Brazil	TravelCLICK, Inc.
TRAVELCLICK	830825460	Brazil	TravelCLICK, Inc.
TRAVELCLICK	830825525	Brazil	TravelCLICK, Inc.
TRAVELCLICK	3040482	Argentina	TravelCLICK, Inc.
TRAVELCLICK	3040483	Argentina	TravelCLICK, Inc.
GUESTVIEW360	85/200,954	U.S.	TravelCLICK, Inc.
HOTELLIGENCE360	1046320	Australia	TravelCLICK, Inc.
HOTELLIGENCE360	1046320	Switzerland	TravelCLICK, Inc.

HOTELLIGENCE360	1046320	China	TravelCLICK, Inc.
HOTELLIGENCE360	1046320	E.U.	TravelCLICK, Inc.
HOTELLIGENCE360	1046320	Japan	TravelCLICK, Inc.
HOTELLIGENCE360	1046320	Republic of Korea	TravelCLICK, Inc.