

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC, as Collateral Agent		03/16/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TravelCLICK, Inc.
Street Address:	300 North Martingale, Suite 500
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60173
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3232685	BLUE SQUARE STUDIOS
Registration Number:	3203111	HOSPITALITY TOOLKIT
Registration Number:	2506324	HOTELFLASH
Registration Number:	3274595	HOTELLIGENCE
Registration Number:	2622409	IHOTELIER
Registration Number:	2641203	IHOTELIER
Registration Number:	3293184	ISTAY
Registration Number:	3274597	ONESCREEN
Registration Number:	3293235	RATEADVISOR
Registration Number:	3329812	RATEVIEW
Registration Number:	3232688	STUDIOS
Registration Number:	2365798	TRAVELCLICK
Serial Number:	77091045	CHANNELDIRECT
Serial Number:	76472357	RATEVIEW

TRADEMARK

900187269

REEL: 004503 FRAME: 0679

CH \$440.00 3232685

Serial Number:	76472356	RATEVIEW BY TRAVELCLICK
Serial Number:	76472354	RATEVIEW BY TRAVELCLICK
Serial Number:	77228213	TRAVELCLICK ITRAK

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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
Signature:	/richard kalwa/
Date:	03/23/2011

Total Attachments: 14
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RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (this “Release”), dated as of March 16, 2011, is made between TravelCLICK, Inc. (formerly known as TravelCLICK Intermediate Holdings, Inc.), a Delaware corporation (successor by merger to TravelCLICK Holdings, Inc., itself being the successor by merger to TravelCLICK Acquisition Co., a Delaware corporation) (the “Trademark Owner”), and Jefferies Finance LLC (“Jefferies”), as collateral agent for the Lenders (in such capacity, the “Collateral Agent”) under that certain Credit Agreement, dated as of December 20, 2007 (as amended, restated, modified and/or supplemented through the date hereof, the “Credit Agreement”), among TCH-2 Holdings, LLC, a Delaware limited liability company (“Holdings”), the Trademark Owner, as the borrower (the “Borrower”), the subsidiary guarantors party thereto (the “Guarantors”), the lenders party thereto (the “Lenders”), Jefferies, as Administrative Agent for the Lenders (in such capacity, the “Administrative Agent”), as lead arranger (in such capacity, the “Arranger”), as book manager (in such capacity, the “Book Manager”), and as Collateral Agent, the CIT Group/Business Credit, Inc. and The Private Bank and Trust Company as co-documentation agents for the Lenders (in such capacity, the “Documentation Agents”), Wells Fargo Foothill, LLC and Deutsche Bank Trust Company Americas, as co-syndication agents (in such capacity, the “Syndication Agents”) and Wells Fargo Foothill, LLC as swingline lender (in such capacity, the “Swingline Lender”) for the Lenders and Wells Fargo Foothill, LLC, as issuing bank (in such capacity, the “Issuing Bank”) for the Lenders.

WHEREAS, in connection with the Credit Agreement, the Borrower, certain of its affiliates and the Collateral Agent entered into that certain security agreement, dated as of December 20, 2007 (as amended, restated, waived, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Borrower and certain of its affiliates granted to the Collateral Agent a security interest in all Intellectual Property Collateral, including the Trademarks.

WHEREAS, the Trademark Owner executed and delivered that certain trademark security agreement, dated as of December 20, 2007 (a copy of which is attached hereto as Exhibit A) (as amended, restated, waived, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) and, together with the Credit Agreement and the Security Agreement, the “Loan Documents”) for the purpose of recording the grant of security interest in the Trademarks with the United States Patent and Trademark Office (the “USPTO”).

WHEREAS, the Borrower, certain of its affiliates and the Collateral Agent, for the benefit of itself and the Secured Parties, wish to release the Trademark Owner’s grant of the security interest in all Intellectual Property Collateral, including the Trademarks, as provided in one or more of the Loan Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Termination of Security Interest. The Collateral Agent, on its own behalf and on behalf of the Secured Parties, hereby relinquishes, terminates, cancels and releases any and all right, title and interest it may have or have acquired through the Loan Documents in all Intellectual Property Collateral, including the Trademarks, the applications and registrations therefore, the Goodwill associated therewith and all Proceeds or any and all of the foregoing (other than Excluded Property) (including, without limitation, those Trademarks listed on Schedule A hereto). Without limiting the generality of the foregoing, the Collateral Agent releases any security interest it may have in the Trademarks by virtue of the Security Agreement recorded with the USPTO on December 20, 2007, at Reel No. 3682, Frame No. 0945.
3. Recordation. The Trademark Owner may file or cause the filing of this Release upon execution with the USPTO and other applicable trademark offices for the purpose of recording the release of the Collateral Agent's security interest in all Trademarks, including, without limitation, those Trademarks listed on Schedule A hereto.
4. Acknowledgement. The Trademark Owner hereby acknowledges that this Release applies only to the security interest granted in all Intellectual Property Collateral, including Trademarks, provided in one or more of the Loan Documents
5. Further Assurances. At the expense of the Trademark Owner, the Collateral Agent shall execute such Uniform Commercial Code termination statements as the Trademark Owner may reasonably request in order to terminate any security interest the Collateral Agent may have in and to the Intellectual Property Collateral, including the Trademarks, and execute such other documents and instruments, and take other such actions as the Trademark Owner may reasonably request to evidence this Release.
6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.
7. Governing Law. This Release shall be deemed to be a contract made under and governed by the laws of the state of New York without giving effect to the principles of conflict of laws that would apply the laws of another jurisdiction.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first above written.

TRADEMARK OWNER

TRAVELCLICK, INC.

By: 

Name: Lawrence Kutscher

Title: Chief Executive Officer

COLLATERAL AGENT

JEFFERIES FINANCE LLC, as Collateral Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first above written.

TRADEMARK OWNER

TRAVELCLICK, INC.

By: _____
Name:
Title:

COLLATERAL AGENT

JEFFERIES FINANCE LLC, as Collateral Agent

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

EXHIBIT A

Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 20, 2007, by TravelCLICK, Inc. (formerly known as TravelCLICK Intermediate Holdings, Inc.), a Delaware corporation (successor by merger to TravelCLICK Holdings, Inc. itself being the successor by merger to TravelCLICK Acquisition Co., a Delaware corporation) (the "Pledgor"), in favor of Jefferies Finance LLC, in its capacity as Collateral Agent pursuant to the Credit Agreement dated as of December 20, 2007 (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is 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 Pledgor is 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 Pledgor hereby agrees 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. The 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 the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of the Pledgor listed on Schedule 1 attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

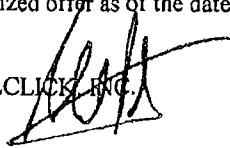
SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies 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. 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 Pledgor 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.

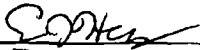
TRAVELCLICK, INC.

By: 
Robert Post
President and Chief Executive Officer

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By:


Name: E.J. Hess
Title: Managing Director

Signature Page to the Trademark Security Agreement

TRADEMARK
REEL: 004503 FRAME: 0688

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

U.S. Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE
TravelCLICK, Inc.	3,232,685	BLUE SQUARE STUDIOS
TravelCLICK, Inc.	3,203,111	HOSPITALITY TOOLKIT
RevMax International, Inc.	2,506,324	HOTELFLASH
TravelCLICK, Inc.	3,274,595	HOTELLIGENCE
TravelCLICK, Inc.	2,622,409	IHOTELIER
TravelCLICK, Inc.	2,641,203	IHOTELIER
TravelCLICK, Inc.	3,293,184	ISTAY
TravelCLICK, Inc.	3,274,597	ONESCREEN
TravelCLICK, Inc.	3,293,235	RATEADVISOR
TravelCLICK, Inc.	3,329,812	RATEVIEW
TravelCLICK, Inc.	3,232,688	STUDIOS & Design
TravelCLICK, Inc.	2,365,798	TRAVELCLICK

Other Trademark Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TITLE
TravelCLICK, Inc.	3192705	European Community	RATEVIEW
TravelCLICK, Inc.	1019992	Australia	VANTIS
TravelCLICK, Inc.	43312759	France	VANTIS
TravelCLICK, Inc.	30453251	Germany	VANTIS
TravelCLICK, Inc.	2373321	United Kingdom	VANTIS
TravelCLICK, Inc.	900046	Mexico	VANTIS & V Design
TravelCLICK, Inc.	897558	Mexico	VANTIS & V Design

Trademark Applications:

U.S. Trademark Applications:

OWNER	APPLICATION NUMBER	TITLE
TravelCLICK, Inc.	77/091045	CHANNELDIRECT
TravelCLICK, Inc.	76/472357	RATEVIEW
TravelCLICK, Inc.	76/472356	RATEVIEW BY

		TRAVELCLICK & Star Design
TravelCLICK, Inc.	76/472354	RATEVIEW BY TRAVELCLICK & Star Design
TravelCLICK, Inc.	77/228213	TRAVELCLICK ITRAK

Other Trademark Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE	TITLE
TravelCLICK, Inc.	1230764	Canada	VANTIS

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TravelCLICK, Inc.		12/20/2007	CORPORATION: DELAWARE
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: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3232685	BLUE SQUARE STUDIOS	
Registration Number:	3203111	HOSPITALITY TOOLKIT	
Registration Number:	2506324	HOTELFLASH	
Registration Number:	3274595	HOTELLIGENCE	
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Serial Number:	77091045	CHANNELDIRECT
Serial Number:	76472357	RATEVIEW
Serial Number:	76472356	RATEVIEW BY TRAVELCLICK
Serial Number:	76472354	RATEVIEW BY TRAVELCLICK
Serial Number:	77228213	TRAVELCLICK ITRAK

CORRESPONDENCE DATA

Fax Number: (617)526-9899

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

Phone: 617-526-9437

Email: ceverett@proskauer.com

Correspondent Name: Christopher E. Everett

Address Line 1: One International Place / Proskauer Rose

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:

40767-033

NAME OF SUBMITTER:

Christopher E. Everett

Signature:

/s Christopher E Everett/

Date:

12/20/2007

Total Attachments: 5

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RECEIPT INFORMATION

ETAS ID: TM102849

Receipt Date: 12/20/2007

Fee Amount: \$440

SCHEDULE A

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TravelCLICK, Inc.	2,365,798	TRAVELCLICK
TravelCLICK, Inc.	3,390,913	CHANNELDIRECT
TravelCLICK, Inc.	3,648,148	TRAVELCLICK ITRAK

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TravelCLICK, Inc.	76/472356	RATEVIEW BY TRAVELCLICK & Star Design

TravelCLICK, Inc.	76/472354	RATEVIEW BY TRAVELCLICK & Star Design
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