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
LodgeNet Interactive Corporation (formerly LodgeNet Entertainment Corporation)		09/21/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. (successor to Bear Stearns Corporate Lending Inc.), as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3729042	
Registration Number:	3758423	LODGENET
Registration Number:	3613781	
Registration Number:	3874324	LODGENET 360
Serial Number:	85566695	LIME
Serial Number:	85183194	ESUITE
Serial Number:	85657633	LIME
Serial Number:	85657619	LODGENET
Serial Number:	85372746	TRAVELMATE
Registration Number:	2428702	HOTELEVISION
Registration Number:	2898375	THE HOTEL NETWORKS
Registration Number:	3693284	NETWORLD

CH $340.00 3729042

Registration Number:	3750173	NETDRIVEN

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-3605

Email: ksolomon@stblaw.com

Correspondent Name: Genevieve Dorment, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1543
NAME OF SUBMITTER:	Genevieve Dorment
Signature:	/gd/
Date:	09/21/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement dated as of September 21, 2012 (as amended, reastated or otherwise modified, the "Trademark Security Agreement") among LodgeNet Interactive Corporation (formerly LodgeNet Entertainment Corporation), a Delaware corporation (the "Borrower") and the subsidiaries of the Borrower signatory hereto (such subsidiaries, together with the Borrower, the "Grantors") in favor of JPMorgan Chase Bank, N.A. (as successor to agent Bear Stearns Corporate Lending, Inc.) as Administrative Agent (the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of April 4, 2007 (as amended by the First Amendment, dated as of March 17, 2011, and as further amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") among Borrower, the Secured Parties, the Syndication Agent and Documentation Agent party thereto and the Agent, the Secured Parties severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered a Guarantee and Collateral Agreement, dated as of April 4, 2007, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantors pledged and granted to the Agent for the ratable benefit of the Secured Parties, security interest in Intellectual Property, including Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against all of such Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Loans.

Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the

benefit of the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the 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 Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LODGENET INTERACTIVE CORPORATION

By: James G Naro
Name: JAMES G. NARO
Title: SVP, General Counsel
Date: 9/21/12

THE HOTEL NETWORKS, INC.
HOTEL DIGITAL NETWORK, INC.

By: James G Naro
Name: JAMES G. NARO
Title: Secretary
Date: 9/21/12

JPMORGAN CHASE BANK, N.A. as Administrative Agent for the Lenders

By:_____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LODGENET INTERACTIVE CORPORATION

By:_____
Name:
Title:
Date:

THE HOTEL NETWORKS, INC.
HOTEL DIGITAL NETWORK, INC.

By:_____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A. as Administrative Agent for the Lenders

By:_____
Name: Douglas A. Kravitz
Title: Vice President
Date:

ACKNOWLEDGMENT OF BORROWER

STATE OF South Dakota)
) ss
COUNTY OF Minnehaha)

On the 21st day of September, 2012, before me personally came James G. Naro, who is personally known to me to be the Sr VP General Counsel of LODGENET INTERACTIVE CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Sr VP General Counsel in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.

Sandra Livingston
Notary Public 6-25-2018

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 20th day of September, 2012, before me personally came Douglas A. Kravitz, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association headquartered in Columbus, Ohio; who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TO6041062
My Commission Expires May 1, 2014

Margarita Torres
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Applications and Registrations

Title	App. No./ Reg. No.
DESIGN ONLY	3,729,042
LODGENET	3,758,423
DESIGN ONLY	3,613,781
LODGENET 360	3,874,324
LIME	85/566,695
ESUITE	85/183,194
LIME	85/657,633
LODGENET	85/657,619
TRAVELMATE	85/372,746
LODGENET 360	3,874,324
HOTELEVISION	2,428,702
THE HOTEL NETWORKS	2,898,375
NETWORLD	3,693,284
NETDRIVEN	3,750,173