

## 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
Nextag, Inc.		09/20/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85201093	NEXTRAVEL	
Serial Number:	85725308	SILHOUETTE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4082869800		
Email:	trademark@hopkinscarley.com		
Correspondent Name:	Gail M. Hashimoto of Hopkins &Carley		
Address Line 1:	70 So. First St.		
Address Line 2:	The Letitia Bldg		
Address Line 4:	San Jose, CALIFORNIA 95113		
ATTORNEY DOCKET NUMBER:	25040-005		
NAME OF SUBMITTER:	Noelle D. Azzopardi		
Signature:	/nda/		

OP \$65.00 85201093

TRADEMARK

Date:

10/05/2012

**Total Attachments: 5**

source=NexTag Inc IP Pledge Suppl Nexttravel Silhouette Trademark Apps 9202012#page1.tif

source=NexTag Inc IP Pledge Suppl Nexttravel Silhouette Trademark Apps 9202012#page2.tif

source=NexTag Inc IP Pledge Suppl Nexttravel Silhouette Trademark Apps 9202012#page3.tif

source=NexTag Inc IP Pledge Suppl Nexttravel Silhouette Trademark Apps 9202012#page4.tif

source=NexTag Inc IP Pledge Suppl Nexttravel Silhouette Trademark Apps 9202012#page5.tif

**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT SUPPLEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "**IP Security Agreement Supplement**") dated September 20, 2012 is made by the Person listed on the signature page hereof (the "**Grantor**") in favor of **DEUTSCHE BANK TRUST COMPANY AMERICAS** as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

**WHEREAS**, NEXTAG INTERMEDIATE HOLDINGS, LLC, a Delaware limited liability company ("**Holdings**"), NEXTAG, INC., a Delaware corporation (the "**Company**"), CERTAIN SUBSIDIARIES OF COMPANY PARTY THERETO, as Guarantors, have entered into a Secured Credit and Guaranty Agreement, dated as of January 28, 2011 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Credit Agreement**"), with DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent and as Collateral Agent, the Lenders party thereto and the other agents party thereto (with terms defined in the Credit Agreement and not otherwise defined herein being used herein as defined in the Credit Agreement and/or the Security Agreement referred to below).

**WHEREAS**, as a condition precedent to the making of Credit Extensions and the issuance of (and participation in) Letters of Credit by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements and Secured Cash Management Agreements by certain Secured Parties from time to time, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated as of January 28, 2011, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**Security Agreement**") and that certain Intellectual Property Security Agreement dated January 28, 2011 (as amended, amended and restated, supplemented and/or otherwise modified from time to time, the "**IP Security Agreement**").

**WHEREAS**, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other United States governmental authorities.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "**Additional Collateral**");

(a) the United States trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(b) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(c) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code (and any successor provision thereof)), of (a) with respect to the Company, all of the Obligations of the Company (including, without limitation, all Secured Hedging Obligations and all Secured Cash Management Obligations) and (b) with respect to each other Grantor, all of the Guaranteed Obligations of such Grantor.

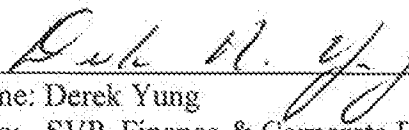
SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[Remainder of this page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By:   
Name: Derek Yung  
Title: SVP, Finance & Corporate Development

Address for Notices:  
NexTag, Inc.  
2955 Campus Drive, 3<sup>rd</sup> Floor  
San Mateo, CA 94403

SCHEDULE A  
TRADEMARKS

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Application No.</u>	<u>Application Date</u>
NexTag, Inc.	NEXTRAVEL	N/A	N/A	85201093	12/17/2010
Wize Commerce, Inc.	SILHOUETTE	N/A	N/A	85725308	9/10/2012

IP Pledge Supplement -- Nextravel & Silhouette trademark applications