TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LodgeNet Interactive Corporation		03/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gleacher Products Corp., as Administrative Agent
Street Address:	1290 Avenue of the Americas
Internal Address:	5th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2196850	LODGENET
Registration Number:	2306099	LODGENET
Registration Number:	3550694	LODGENET RX
Registration Number:	3709084	LAUNCHPAD
Registration Number:	2428702	HOTELEVISION
Registration Number:	2898375	THE HOTEL NETWORKS
Registration Number:	2692462	INSTANT MEDIA NETWORK
Registration Number:	2245482	ON COMMAND
Registration Number:	2085475	ON COMMAND VIDEO
Registration Number:	1277396	SPECTRAVISION
Registration Number:	2971061	SPEEDBROWSE
Registration Number:	3729042	
Registration Number:	3758423	LODGENET

CH $465.00 2196850

Registration Number:	3613781	
Registration Number:	3874324	LODGENET 360
Serial Number:	85657619	LODGENET
Serial Number:	85657633	LIME
Serial Number:	85566695	LIME

CORRESPONDENCE DATA

Fax Number: 3102291001

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

Phone: 310-728-3612

Email: dplucinski@akingump.com

Correspondent Name: Daniel Plucinski

Address Line 1: 2029 Century Park East

Address Line 2: suite 2400

Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Daniel Plucinski
Signature:	/Daniel Plucinski/
Date:	03/29/2013

Total Attachments: 10

source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page1.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page2.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page3.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page4.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page5.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page6.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page7.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page8.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page9.tif
source=LodgeNet - Amended and Restated Trademark Security Agreement (Execution)#page10.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Amended and Restated Trademark Security Agreement dated as of March 28, 2013 (as amended, restated or otherwise modified, this "Trademark Security Agreement") among LodgeNet Interactive Corporation, a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower signatory hereto (such subsidiaries, together with the Borrower, the "Grantors"), and Gleacher Products Corp., as Administrative Agent for the Secured Parties (together with successors and assigns in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, each Grantor is party to that certain Guarantee and Collateral Agreement dated as of April 4, 2007 (the "Existing Collateral Agreement") among the Grantors, the subsidiaries of the Borrower from time to time party thereto, and the Administrative Agent, pursuant to which each Grantor executed and delivered that certain Trademark Security Agreement dated as of April 4, 2007 (the "Existing Trademark Security Agreement") in order to secure the prompt and complete payment, observance and performance of their respective obligations under that certain Credit Agreement, dated as of April 4, 2007 (as amended, restated, amended and restated, supplemented or otherwise modified immediately prior to the date hereof, the "Existing Credit Agreement"), among the Borrower, the banks, financial institutions and other entities from time to time parties thereto (the "Lenders") and the Administrative Agent;

WHEREAS, concurrently herewith, the Borrower, the Grantors party thereto, the Administrative Agent and Lenders are entering into that certain Amended and Restated Credit Agreement of even date herewith (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), in order to, among other things: (i) amend and restate the Existing Credit Agreement in its entirety and (ii) re-evidence, ratify and reaffirm the obligations which shall be repayable hereafter in accordance with the respective terms and provisions of the Credit Agreement; and

WHEREAS, each Grantor is party to an Amended and Restated Guarantee and Collateral Agreement of even date herewith (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Grantors, the subsidiaries of the Borrower from time to time party thereto and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the meanings given to them in the Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. In order to secure its Obligations, each Grantor hereby assigns and transfers to the Administrative Agent, and hereby

grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, and all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks"), (ii) all extensions or renewals of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License and (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses"); and

(c) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages arid proceeds of suit.

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 Administrative Agent for the Secured Parties pursuant to the Collateral Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.

SECTION 4. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

LODGENET INTERACTIVE CORPORATION

James G. Naro

James G. Naro, Co-Chief Executive Officer

LODGENET STAYONLINE, INC.
LODGENET INTERNATIONAL INC.
ON COMMAND CORPORATION
ON COMMAND VIDEO CORPORATION
PUERTO RICO VIDEO ENTERTAINMENT CORPORATION
VIRGIN ISLANDS VIDEO ENTERTAINMENT CORPORATION
SPECTRADYNE INTERNATIONAL, INC.
HOTEL DIGITAL NETWORK, INC.

James G. Naro

James G. Naro, Co-President

LODGENET HEALTHCARE, INC.

Gary Kolbeck, President

THE HOTEL NETWORKS, INC.

James G. Naro

James G. Naro, Co-Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

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

LODGENET INTERACTIVE CORPORATION

_____
James G. Naro, Co-Chief Executive Officer

LODGENET STAYONLINE, INC.
LODGENET INTERNATIONAL INC.
ON COMMAND CORPORATION
ON COMMAND VIDEO CORPORATION
PUERTO RICO VIDEO ENTERTAINMENT CORPORATION
VIRGIN ISLANDS VIDEO ENTERTAINMENT CORPORATION
SPECTRADYNE INTERNATIONAL, INC.
HOTEL DIGITAL NETWORK, INC.

_____
James G. Naro, Co-President

LODGENET HEALTHCARE, INC.

_____
Gary Kolbeck, President

THE HOTEL NETWORKS, INC.

_____
James G. Naro, Co-Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

Accepted and Agreed:

GLEACHER PRODUCTS CORP.,
as Administrative Agent

By: _____
Name: Joanna Anderson
Title: Authorized Signatory

[Signature Page to Amended and Restated Trademark Security Agreement]

Schedule I

UNITED STATES REGISTERED TRADEMARKS AND APPLICATIONS THEREFOR

OWNER	MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE
LodgeNet Interactive Corporation	**LODGENET**	2,196,850	10/20/1998
LodgeNet Interactive Corporation	**LODGENET** in Class 42	2,306,099	1/4/2000
LodgeNet Interactive Corporation	**LODGENET RX**	3,550,694	12/23/2008
LodgeNet Interactive Corporation	**LAUNCHPAD**	3,709,084	11/10/2009
The Hotel Networks, Inc.	**HOTELEVISION**	2428702	2/13/2001
The Hotel Networks, Inc.	**THE HOTEL NETWORKS**	2898375	10/26/2004
Hotel Digital Network, Inc. d/b/a Digital Media Network	**INSTANT MEDIA NETWORK**	2692462	3/4/2003
On Command Corporation	**ON COMMAND**	2245482	5/18/1999
LodgeNet Interactive Corporation	**ON COMMAND VIDEO**	2085475	8/5/1997
Spectradyne International, Inc.	**SPECTRAVISION**	1277396	5/8/1984
On Command Corporation	**SPEEDBROWSE**	2971061	7/19/2005
LodgeNet Interactive Corporation	**LOGO in class 035**	3,729,042	12/22/2009
LodgeNet Interactive Corporation	**LODGENET**	3,758,423	3/9/2010
LodgeNet Interactive Corporation	**LOGO IN CLASS 041**	3,613,781	4/28/2009
LodgeNet Interactive Corporation	**LODGNET 360**	3,874,324	11/9/2010
LodgeNet Interactive Corporation	**LODGENET**	85/657,619	6/21/2012
LodgeNet Interactive Corporation	**LIME**	85-657633	6/21/2012
LodgeNet Interactive Corporation	**LIME**	85-566695	3/12/2012

OTHER TRADEMARKS (FOREIGN)

OWNER	COUNTRY	MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE
LodgeNet Entertainment Corporation	Japan	**LODGENET**	4111963	2/06/1998
LodgeNet Entertainment Corporation	Korea	**LODGENET**	42417	6/01/1998
LodgeNet Entertainment Corporation	Canada	**LODGENET**	525,796	3/27/2000

OWNER	COUNTRY	MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE
LodgeNet Entertainment Corporation	Costa Rica	**LODGENET**	104,251	10/23/1997
LodgeNet Entertainment Corporation	Panama	**LODGENET**	85646	2/5/1997
LodgeNet Entertainment Corporation	Venezuela	**LODGENET**	S-7137	1/23/1998
LodgeNet Entertainment Corporation	El Salvador	**LODGENET**	00197	4/17/1998
LodgeNet Entertainment Corporation	Guatemala	**LODGENET**	98,120	10/13/1999
LodgeNet Entertainment Corporation	Honduras	**LODGENET**	4472	10/15/1997
LodgeNet Entertainment Corporation	Nicaragua	**LODGENET**	35.913 C.C.	11/27/1997
LodgeNet Entertainment Corporation	Dominican Republic	**LODGENET**	88,352	2/15/1997
LodgeNet Entertainment Corporation	Canada	**B-LAN**	499,511	8/27/1998
LodgeNet Entertainment Corporation	Columbia	**LODGENET**	201,187	9/18/1997
LodgeNet Entertainment Corporation	Peru	**LODGENET**	13889	3/09/1998
LodgeNet Entertainment Corporation	Indonesia	**LODGENET**	436884	4/15/1998
LodgeNet Entertainment Corporation	Malaysia	**LODGENET**	97/21481	12/12/1997
LodgeNet Entertainment Corporation	Philippines	**LODGENET**	41997126829	9/30/2002
LodgeNet Entertainment Corporation	Argentina	**LODGENET**	1786193	5/4/2000
LodgeNet Entertainment Corporation	Mexico	**LODGENET**	642,977	2/1/1999
LodgeNet Entertainment Corporation	Israel	**LODGENET**	134098	9/4/2001

TRADEMARK
REEL: 004994 FRAME: 0659

OWNER	COUNTRY	MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE
LodgeNet Entertainment Corporation	Uruguay	**LODGENET**	367,406	12/9/2005
On Command Corporation	Austria	**ON COMMAND VIDEO & Design**	152182	4/20/1994
On Command Corporation	Canada	**ON COMMAND VIDEO**	423539	2/25/1994
On Command Video Corporation	Canada	**SPECTRAVISION**	282778	8/26/1983
On Command Corporation	United Kingdom	**ON COMMAND**	1429285	6/12/1990
On Command Corporation	Hong Kong	**ON COMMAND VIDEO**	B05225	11/03/1993
On Command Corporation	Japan	**ON COMMAND VIDEO**	4314577	9/10/1999
On Command Corporation	Mexico	**ON COMMAND**	579546	6/29/1998
On Command Corporation	Mexico	**ON COMMAND**	579545	6/29/1998
On Command Corporation	Mexico	**ON COMMAND & Double Diamond Logo**	572064	2/27/1998
On Command Corporation	Mexico	**ON COMMAND & Double Diamond Logo**	570761	2/25/1998
On Command Corporation	Mexico	**SPECTRADYNE**	443665	10/07/1993
On Command Corporation	Mexico	**SPECTRAVISION**	463579	6/16/1994
On Command Corporation	New Zealand	**ON COMMAND VIDEO**	B231598	3/12/1997
LodgeNet Interactive Corporation	European Community	**LODGENET**	6501662	11/18/2008
LodgeNet Interactive Corporation	Chile	**LODGENET**	817589	5/26/2008
LodgeNet Interactive Corporation	Macau	**LODGENET**	N31178	4/23/2008
LodgeNet Interactive Corporation	Hong Kong	**LODGENET**	300955800	9/17/2007
LodgeNet Interactive Corporation	Macau	**LODGENET**	N31179	4/23/2008
LodgeNet Interactive Corporation	Macau	**LODGENET**	N31180	4/23/2008
LodgeNet Interactive Corporation	Chile	**LODGENET**	848302	4/29/2009

OWNER	COUNTRY	MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE
LodgeNet Interactive Corporation	China	**LODGENET**	6775711	7/21/2010
LodgeNet Interactive Corporation	Chile	**LODGENET**	820282	6/24/2008
LodgeNet Interactive Corporation	Canada	**LOGO**	785579	12/21/2010
LodgeNet Interactive Corporation	Mexico	**LOGO in class 035**	1062789	9/26/2008
LodgeNet Interactive Corporation	Macau	**LOGO in class 035**	N36369	11/24/2008
LodgeNet Interactive Corporation	Macau	**LOGO in class 038**	N36370	11/24/2008
LodgeNet Interactive Corporation	Macau	**LOGO in class 041**	N36371	11/24/2008
LodgeNet Interactive Corporation	China	**LOGO in class 035**	6750021	7/21/2010
LodgeNet Interactive Corporation	China	**LOGO in class 038**	6750022	4/21/2010
LodgeNet Interactive Corporation	China	**LOGO in class 041**	6750023	5/28/2008
LodgeNet Interactive Corporation	European Community	**LOGO in class 035**	6944466	1/29/2009
LodgeNet Interactive Corporation	Mexico	**LOGO in class 038**	1076658	12/9/2008
LodgeNet Interactive Corporation	Mexico	**LOGO in class 041**	1062790	9/26/2008
LodgeNet Interactive Corporation	China	**LODGENET**	6775712	4/25/2010
LodgeNet Interactive Corporation	China	**LODGENET**	6775713	9/7/2010
LodgeNet Interactive Corporation	India	**LODGENET**	1941567	3/25/2010
LodgeNet Interactive Corporation	United Arab Emirates	**LODGENET**	134726	3/21/2011

OWNER	COUNTRY	MARK	REGISTRATION NO./ APPLICATION NO.	REGISTRATION DATE
LodgeNet Interactive Corporation	United Arab Emirates	**LODGENET**	134727	3/21/2011