TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306947

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Second Lien)
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TravelClick, Inc.		05/06/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bankj: SWITZERLAND

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	4293108	AGENCY360
Registration Number:	3390913	CHANNELDIRECT
Registration Number:	4471466	DEMAND360
Registration Number:	3203111	HOSPITALITY TOOLKIT
Registration Number:	3274595	HOTELLIGENCE
Registration Number:	4019984	HOTELLIGENCE360
Registration Number:	4020985	IHOTELIER
Registration Number:	3293184	ISTAY
Registration Number:	4183830	RATE360
Registration Number:	3293235	RATEADVISOR
Registration Number:	3329812	RATEVIEW
Registration Number:	4010070	STAYHIP
Registration Number:	3983847	TRAVELCLICK
Registration Number:	2365798	TRAVELCLICK
Registration Number:	4218849	TRAVELCLICK
Registration Number:	3648148	TRAVELCLICK ITRAK

OP $415.00 4293108

CORRESPONDENCE DATA

Fax Number: 7147558290

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

Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0325
NAME OF SUBMITTER:	Anna T Kwan
SIGNATURE:	/atk/
DATE SIGNED:	06/06/2014

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)

INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***") dated May 6, 2014, is made by the Persons listed on the signature pages hereof (collectively, the "***Grantors***") in favor of Credit Suisse AG, Cayman Islands Branch, acting through one or more of its branches or any Affiliate thereof ("***Credit Suisse***"), as collateral agent (the "***Collateral Agent***") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Project Dwight Holdings Corporation, a Delaware corporation, as the initial borrower (the "***Initial Borrower***" and after the assignment of the obligations of Initial Borrower on the Closing Date has been completed, in its capacity as a Guarantor thereunder, "***Holdings***"), and upon execution and delivery of the Closing Date Assumption and Joinder Agreement, TCH-2 Holdings, LLC, a Delaware limited liability company ("***TCH-2***"), TravelClick, Inc., a Delaware corporation ("***TravelClick***" and together with TCH-2, each in their capacity as a successor to the Initial Borrower, each a "***Successor Borrower***" and collectively, the "***Successor Borrowers***"; the Initial Borrower and the Successor Borrowers, collectively, the "***Borrowers***") have entered into a Second Lien Credit Agreement dated as of May 6, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement dated May 6, 2014, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***Security Agreement***").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following, except to the extent any applicable law, regulation or agreement with a domain name registrar prohibits the creation of a security interest therein or would otherwise invalidate any Grantor's right, title or interest therein (other than the excluded collateral pursuant to Section 1 of the Security Agreement, the "***Collateral***"):

(i) the patents and patent applications set forth in Schedule A hereto (the "***Patents***");

(ii) the trademark and service mark registrations and applications set forth in Schedule B 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***");

(iii) the copyright registrations and applications set forth in Schedule C hereto (the "***Copyrights***");

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(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) 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

(vi) 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 Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each 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 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 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this IP Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of May 6, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"), among Credit Suisse AG, Cayman Islands Branch, as First Lien Agent, and Credit Suisse AG, Cayman Islands Branch, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this IP Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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

EZYIELD GLOBAL, LLC

By _____

Name: Lawrence M. Kutscher
Title: President

[Project Dwight – Second Lien Intellectual Property Security Agreement Signature Page]

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

TRAVELCLICK, INC.

By _____

Name: Lawrence M. Kutscher
Title: Chief Executive Officer

[Project Dwight – Second Lien Intellectual Property Security Agreement Signature Page]

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

THE RUBICON GROUP, INC.

By _____

Name: Lawrence M. Kutscher
Title: President

[Project Dwight – Second Lien Intellectual Property Security Agreement Signature Page]

Schedule A
Patents

Grantor	Patent Titles	Country	Patent No.	Applic. No.	Filing Date	Issue Date
TravelClick, Inc.	Methods and Systems for Server Monitoring	United States		14/158,197	1/17/2014	
TravelClick, Inc.	Methods and Systems for Setting Optimal Hotel Property Prices	United States		14/175,883	2/7/2014	

Schedule B
Trademarks

Grantor	Mark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
TravelClick, Inc.	HOTELLIGENCE360	Argentina		3232408	3/14/13	
TravelClick, Inc.	HOTELLIGENCE360	Argentina		3232409	3/14/13	
TravelClick, Inc.	TRAVELCLICK	Argentina	2552609	3040481	10/21/10	1/4/13
TravelClick, Inc.	TRAVELCLICK	Argentina	2514170	3040482	10/21/10	7/13/12
TravelClick, Inc.	TRAVELCLICK	Argentina	2552610	3040483	10/21/10	1/4/13
TravelClick, Inc.	DEMAND360	Australia	1565300	A0031569	8/30/12	12/6/12
TravelClick, Inc.	HOTELLIGENCE360	Australia	1379618	A0018777	2/18/10	8/26/10
TravelClick, Inc.	IHOTELIER	Australia		A0035549	5/1/13	
TravelClick, Inc.	TRAVELCLICK	Australia	1406681	A0021757	10/21/10	2/3/11
TravelClick, Inc.	HOTELLIGENCE360	Brazil		840456506	3/22/13	
TravelClick, Inc.	HOTELLIGENCE360	Brazil		840456468	3/22/13	
TravelClick, Inc.	TRAVELCLICK	Brazil		830825339	10/21/10	
TravelClick, Inc.	TRAVELCLICK	Brazil		830825320	10/21/10	
TravelClick, Inc.	TRAVELCLICK	Brazil		830825460	10/21/10	
TravelClick, Inc.	TRAVELCLICK	Brazil		830825525	10/21/10	
TravelClick, Inc.	DEMAND360	Canada		1,592,491	8/31/12	
TravelClick, Inc.	HOTELLIGENCE360	Canada		1,622,602	4/15/13	

Grantor	Mark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
TravelClick, Inc.	TRAVELCLICK	Canada	820554	1,500,620	10/21/10	3/23/12
TravelClick, Inc.	DEMAND360	China		A0031569	8/30/12	
TravelClick, Inc.	HOTELLIGENCE360	China	1046320	A0018777	2/18/10	8/26/10
TravelClick, Inc.	IHOTELIER	China		A0035549	7/30/13	
TravelClick, Inc.	TRAVELCLICK	China	1063423	A0021757	10/21/10	2/3/11
TravelClick, Inc.	TRAVELCLICK and Design	China		11341351	8/13/12	
TravelClick, Inc.	TRAVELCLICK and Design	China		11341350	8/13/12	
TravelClick, Inc.	DEMAND360	European Union	1137905	A0031569	8/30/12	12/6/12
TravelClick, Inc.	HOTELLIGENCE	European Union	8388837	8388837	6/25/09	2/1/10
TravelClick, Inc.	HOTELLIGENCE360	European Union	1046320	A0018777	2/18/10	8/26/10
TravelClick, Inc.	TRAVELCLICK	European Union	1063423	A0021757	10/21/10	2/3/11
TravelClick, Inc.	IHOTELIER	Greece	155073	155073	5/17/11	5/17/11
TravelClick, Inc.	HOTELLIGENCE360	Hong Kong	302546262	302546262	3/12/13	8/7/13
TravelClick, Inc.	TRAVELCLICK	Hong Kong	301742148	301742148	10/21/10	9/26/11
TravelClick, Inc.	HOTELLIGENCE360	India		2515954	4/18/13	
TravelClick, Inc.	TRAVELCLICK	India		2041546	10/20/10	
TravelClick, Inc.	HOTELLIGENCE360	Indonesia		2013031477	6/28/13	
TravelClick, Inc.	HOTELLIGENCE360	Indonesia		2013 031476	6/28/13	

Grantor	Mark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
TravelClick, Inc.	TRAVELCLICK	Indonesia		2012007121	2/17/12	
TravelClick, Inc.	TRAVELCLICK	Indonesia		2012007118	2/17/12	
TravelClick, Inc.	TRAVELCLICK	Indonesia		2012007114	2/17/12	
TravelClick, Inc.	DEMAND360	International Bureau (WIPO)	1137905	A0031569	8/30/12	12/6/12
TravelClick, Inc.	HOTELLIGENCE360	International Bureau (WIPO)		A0018777	2/18/10	8/26/10
TravelClick, Inc.	IHOTELIER	International Bureau (WIPO)	1163685	A0035549	5/1/13	6/27/13
TravelClick, Inc.	TRAVELCLICK	International Bureau (WIPO)	1063423	A0021757	10/21/10	2/3/11
TravelClick, Inc.	HOTELLIGENCE360	Israel	1046320	A0018777	3/22/13	
TravelClick, Inc.	TRAVELCLICK	Israel	1063423	A0021757	2/2/12	
TravelClick, Inc.	DEMAND360	Japan	1137905	A0031569	8/30/12	12/6/12
TravelClick, Inc.	HOTELLIGENCE360	Japan	1046320	A0018777	2/18/10	8/26/10
TravelClick, Inc.	IHOTELIER	Japan		A0035549	7/30/13	
TravelClick, Inc.	TRAVELCLICK	Japan	1063423	A0021757	10/21/10	2/3/11
TravelClick, Inc.	HOTELLIGENCE360	Mexico	1393396	1358804	3/20/13	8/27/13
TravelClick, Inc.	HOTELLIGENCE360	Mexico	1375386	1358803	3/20/13	6/13/13
TravelClick, Inc.	TRAVELCLICK	Mexico	1238784	1128826	10/21/10	9/21/11
TravelClick, Inc.	TRAVELCLICK	Mexico		1128828	10/21/10	
TravelClick, Inc.	TRAVELCLICK	Mexico	1261433	1128830	10/21/10	1/20/12

Grantor	Mark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
TravelClick, Inc.	TRAVELCLICK	Mexico	1254515	1128832	10/21/10	11/29/11
TravelClick, Inc.	DEMAND360	Republic of Korea	1137905	A0031569	8/30/12	12/6/12
TravelClick, Inc.	HOTELLIGENCE360	Republic of Korea	1046320	A0018777	2/18/10	8/26/10
TravelClick, Inc.	TRAVELCLICK	Republic of Korea	1063423	A0021757	10/21/10	2/3/11
TravelClick, Inc.	HOTELLIGENCE360	Russian Federation		A0018777	3/22/13	
TravelClick, Inc.	TRAVELCLICK	Russian Federation	1063423	A0021757	2/2/12	2/3/11
TravelClick, Inc.	HOTELLIGENCE360	Saudi Arabia		194354	3/20/13	
TravelClick, Inc.	HOTELLIGENCE360	Saudi Arabia		194355	3/20/13	
TravelClick, Inc.	TRAVELCLICK	Saudi Arabia		179591	3/13/12	
TravelClick, Inc.	TRAVELCLICK	Saudi Arabia		179592	3/13/12	
TravelClick, Inc.	TRAVELCLICK	Saudi Arabia		179593	3/13/12	
TravelClick, Inc.	DEMAND360	Singapore	1137905	A0031569	8/30/12	
TravelClick, Inc.	HOTELLIGENCE360	Singapore	1046320	A0018777	2/18/10	8/26/10
TravelClick, Inc.	TRAVELCLICK	Singapore	1063423	A0021757	10/21/10	2/3/11
TravelClick, Inc.	DEMAND360	Switzerland	1137905	A0031569	8/30/12	
TravelClick, Inc.	HOTELLIGENCE360	Switzerland	1046320	A0018777	2/18/10	8/26/10
TravelClick, Inc.	TRAVELCLICK	Switzerland	1063423	A0021757	10/21/10	2/3/11
TravelClick, Inc.	DEMAND360	United Arab Emirates		178774	9/3/12	

Grantor	Mark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
TravelClick, Inc.	DEMAND360	United Arab Emirates		178775	9/3/12	
TravelClick, Inc.	HOTELLIGENCE360	United Arab Emirates		188725	3/20/13	
TravelClick, Inc.	HOTELLIGENCE360	United Arab Emirates		188726	3/20/13	
TravelClick, Inc.	TRAVELCLICK	United Arab Emirates	161036	148405	10/21/10	12/8/11
TravelClick, Inc.	TRAVELCLICK	United Arab Emirates	148406	148406	10/21/10	3/4/13
TravelClick, Inc.	TRAVELCLICK	United Arab Emirates	148407	148407	10/21/10	3/4/13
TravelClick, Inc.	TRAVELCLICK	United Arab Emirates	148408	148408	10/21/10	3/4/13
TravelClick, Inc.	AGENCY360	United States	4293108	85/447932	10/14/2011	2/19/2013
TravelClick, Inc.	CHANNELDIRECT	United States	3390913	77/091045	1/25/2007	3/4/2008
TravelClick, Inc.	DEMAND360	United States	4471466	85/565065	3/9/2012	1/21/2014
TravelClick, Inc.	GUESTVIEW360	United States		85/200954	12/17/2010	
TravelClick, Inc.	HOSPITALITY TOOLKIT	United States	3203111	78/751196	11/10/2005	1/23/2007
TravelClick, Inc.	HOTELLIGENCE	United States	3274595	78/815784	2/15/2006	8/7/2007
TravelClick, Inc.	HOTELLIGENCE360	United States	4019984	77/807390	8/18/2009	8/30/2011
TravelClick, Inc.	IHOTELIER	United States	4020985	77/667621	2/10/2009	9/6/2011
TravelClick, Inc.	ISTAY	United States	3293184	77/062763	12/12/2006	9/18/2007
The Rubicon Group, Inc.	MARKETVISION	United States	3378261	77/202399	6/11/2007	2/5/2008
TravelClick, Inc.	RATE360	United States	4183830	85/137387	9/24/2010	7/31/2012

Grantor	Mark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
TravelClick, Inc.	RATEADVISOR	United States	3293235	77/066645	12/18/2006	9/18/2007
TravelClick, Inc.	RATEVIEW	United States	3329812	76/472352	12/5/2002	11/6/2007
The Rubicon Group, Inc.	RUBICON	United States	3380942	77/202406	6/11/2007	2/12/2008
The Rubicon Group, Inc.	RUBICON AND DESIGN RUBICON	United States	3380941	77/202402	6/11/2007	2/12/2008
TravelClick, Inc.	STAYHIP	United States	4010070	77/912629	1/15/2010	8/9/2011
TravelClick, Inc.	TRAVELCLICK	United States	3983847	85/019466	4/21/2010	6/28/2011
TravelClick, Inc.	TRAVELCLICK	United States	2365798	75/568777	10/14/1998	7/11/2000
TravelClick, Inc.	TRAVELCLICK AND DESIGN TravelClick	United States	4218849	85/320609	5/13/2011	10/2/2012
TravelClick, Inc.	TRAVELCLICK ITRAK	United States	3648148	77/228213	7/12/2007	6/30/2009

Schedule C
Copyrights

Grantor	Title of Work	Country		Reg. No.			Date
EZYield Global, LLC	RoomRez	United States		TX0007330466			3/26/2009