

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

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**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 and 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.

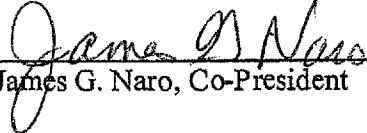
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LODGENET INTERACTIVE CORPORATION


James G. Naro, Co-Chief Executive Officer

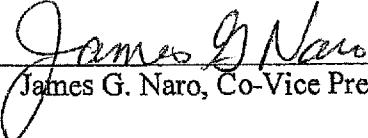
LODGENET STAYONLINE, INC.
LODGENET INTERNATIONAL INC.
ON COMMAND CORPORATION
ON COMMAND VIDEO CORPORATION
PUERTO RICO VIDEO ENTERTAINMENT
CORPORATION
VIRGIN ISLANDS VIDEO
ENTERTAINMENT
CORPORATION
SPECTRADYNE INTERNATIONAL, INC.
HOTEL DIGITAL NETWORK, INC.


James G. Naro, Co-President

LODGENET HEALTHCARE, INC.

Gary Kolbeck, President

THE HOTEL NETWORKS, INC.


James G. Naro, Co-Vice President

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.

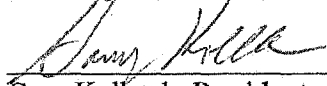
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James G. Naro, Co-Chief Executive Officer

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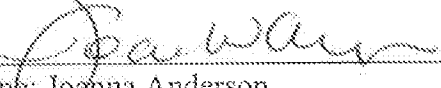
Gary Kolbeck, President

THE HOTEL NETWORKS, INC.

James G. Naro, Co-Vice President

Accepted and Agreed:

GLEACHER PRODUCTS CORP.,
as Administrative Agent

By: 
Name: Joanna Anderson
Title: Authorized Signatory

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	LODGENET 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

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