

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Priceline.com Incorporated	09/25/2007
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, National Association, as Administrative Agent
Street Address:	10 South Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	09507262
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	36084-36080
NAME OF SUBMITTER:	Dusan Clark
Total Attachments: 3 source=Priceline Patent Grant - Priceline Incorporated#page1.tif source=Priceline Patent Grant - Priceline Incorporated#page2.tif source=Priceline Patent Grant - Priceline Incorporated#page12.tif	

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PATENT
REEL: 019886 FRAME: 0859

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the "Confirmatory Grant") is made effective as of September 25, 2007 by and from PRICELINE.COM INCORPORATED, a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, priceline.com Incorporated (the "Borrower"), the Lenders and Grantee have entered into a Credit Agreement dated as of September 25, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated September 25, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated September 25, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the patents (the "Patents") listed on Exhibits A1-A10 attached hereto, which Patents are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

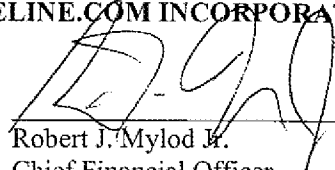
2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Patents and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

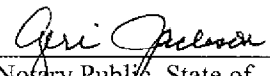
PRICELINE.COM INCORPORATED

By: 
Name: Robert J. Mylod Jr.
Title: Chief Financial Officer

STATE OF CONNECTICUT)
FAIRFIELD COUNTY)

On September 25, 2007, before me, GERI JACKSON, Notary Public, personally appeared Robert J. Mylod Jr., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)


Notary Public, State of CT
My Commission Expires: 11/30/2011

Signature Page for Grant of
Security Interest in United States Patents

PATENT
REEL: 019886 FRAME: 0861

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
Exhibit A-10 - SCHEDULE OF PATENTS

	PUBLICATION NO./ SERIAL NO.	DATE FILED	TITLE:	PATENT ASSIGNEE:	STATUS
	09/507,262	2/18/2000	CONDITIONAL PURCHASE OFFER MANAGEMENT SYSTEM	PRICELINE.COM INCORPORATED	PENDING

Exhibit A