

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
Pegasus Solutions, Inc.	08/07/2009
RECEIVING PARTY DATA	
Name:	Prides Capital Partners CA LLC
Street Address:	200 High Street, Suite 700
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6857023
Patent Number:	7076451
CORRESPONDENCE DATA	
Fax Number:	(646)728-2841
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 1:	Ropes & Gray LLP
Address Line 2:	1211 Avenue of the Americas
Address Line 4:	New York, NEW YORK 10036-8704
ATTORNEY DOCKET NUMBER:	105509-0002
NAME OF SUBMITTER:	Christopher E. Giorgione
Total Attachments: 4 source=PegasusPatentSecurityAgreement#page1.tif source=PegasusPatentSecurityAgreement#page2.tif	

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MEMORANDUM OF PATENT SECURITY INTEREST

This Memorandum is effective as of August 7, 2009 between Pegasus Solutions, Inc., a Delaware corporation (the "Patent Owner"), having a place of business at 8350 N. Central Expressway, Suite 1900, Dallas, Texas 75206, and Prides Capital Partners CA LLC, as agent (the "Secured Party") for itself and certain other lenders under the Credit Agreement dated as of August 7, 2009, as from time to time in effect, among the Patent Owner, certain of its affiliates, certain lenders party thereto and the Secured Party, having a place of business at 200 High Street, Suite 700, Boston, Massachusetts 02110.

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Memorandum, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.
2. Pursuant to the Guarantee and Collateral Agreement dated as of August 7, 2009, as from time to time in effect (the "Guarantee and Collateral Agreement"), among the Patent Owner, certain of its affiliates and the Secured Party, the Patent Owner has granted to the Secured Party a security interest in all Intellectual Property, including the Patents (including, without limitation, those items listed on Schedule A hereto).
3. This Memorandum has been executed and delivered by the Patent Owner for the purpose of recording the grant of security interest described herein with the United States Patent and Trademark Office. The security interest described herein has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.
4. The Patent Owner does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Patents granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Memorandum and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.
5. This Memorandum may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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THE PATENT OWNER AND THE SECURED PARTY HAVE EXECUTED THIS
MEMORANDUM EFFECTIVE AS OF THE DATE FIRST ABOVE WRITTEN.

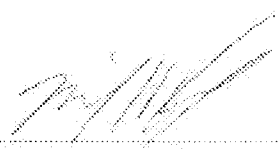
Patent Owner:

PEGASUS SOLUTIONS, INC.

Secured Party:

PRIDES CAPITAL PARTNERS CA LLC,
as Agent under the Credit Agreement referred
to above

By


Name: Michael H. Kisner
Title: President and Chief Executive
Officer

By

Name:
Title:

Signature Page to Patent Security Agreement

PATENT

REEL: 023148 FRAME: 0123

The Patent Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Patent Owner:

PEGASUS SOLUTIONS, INC.

Secured Party:

PRIDES CAPITAL PARTNERS CA LLC,
as Agent under the Credit Agreement referred
to above

By _____

Name:

Title:

By _____

Name: Kevin A. Richardson II

Title: President

Signature Page to Patent Security Agreement

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SCHEDULE A

Patents Owned by Pegasus Solutions, Inc.

U.S. Patent Registrations

Patent Number: US 6,857,023 B2
Issue Date: February 15, 2005

Patent Number: US 7,076,451 B1
Issue Date: July 11, 2006