

**ASSIGNMENT RECORDATION COVER SHEET
-PATENTS ONLY-**

To: Honorable Commissioner of Patents and Trademarks:

Please record the attached original document(s) or copy thereof.

- 1. Name of conveying party(ies)
a) GuestBridge, Inc.
- 2. Name and address of receiving party(ies):
a) Name: OpenTable, Inc.
b) Address: 799 Market Street, 4th Floor, San Francisco, CA 94103

- 3. Nature of conveyance

<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other: _____	<input type="checkbox"/> License Agreement

Execution Date: 10/07/2009

- 4. Application Number(s) or Patent Number(s): 12/006,376

The title of the (new) application is:

COMPUTER BASED GUEST MONITORING AND IDENTIFICATION SYSTEM AND METHOD

- 5. Please send all correspondence concerning this (these) documents to:

Customer No. 21912
Van Pelt , Yi & James LLP
10050 N. Foothill Blvd,
Suite 200
Cupertino, CA 95014
408-973-2578


- 6. Total number of applications and patents involved: 1

- 7. Total fee (37 CFR 3.41): \$40.00

- Enclosed
- The USPTO is hereby authorized to charge the fee and any deficiencies to Deposit Account No. 50-0685 (Order No. OPENG GuestBridge)

- 8. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Date: November 13, 2009



 Terrence L. Wong
 Registration No. 55,741

Attorney Docket No.

CH \$40.00 500685 12006376

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "IP Assignment") is made as of October 7, 2009, by and between GuestBridge, Inc., a Texas corporation ("Assignor") and OpenTable, Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated September 14, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor certain assets relating to the Business, including all of Assignor's Intellectual Property Rights and Licensed Rights and any goodwill and going concern value associated with the Business, including that certain intellectual property set forth on Exhibit A attached hereto (the "Intellectual Property"). Capitalized terms used here and not otherwise defined have the meanings given to such terms in the Asset Purchase Agreement.

B. Pursuant to the terms of this IP Assignment, Assignor desires to contribute, transfer, assign, convey and deliver to Assignee, and Assignee desires to accept, purchase and acquire the entire right, title and interest in and to the Intellectual Property of Assignor.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Assignment. Assignor does hereby contribute, assign and transfer to Assignee, its successors and assigns, and Assignee does hereby accept, purchase and acquire Assignor's entire right, title and interest in and to the Intellectual Property, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment and sale had not been made, including the right to sue for and collect such damages and other remedies for the use and benefit of Assignee and its successors, assigns and other legal representatives. With respect to patents included within the Intellectual Property, such assignment includes Assignor's entire right, title and interest to any continuation, continuation-in-part, division, renewal, substitute, re-examination or reissue thereof or any legal equivalent in the United States for the full term or terms for which the same may be granted, including all priority rights under any international conventions and treaties, together with all claims for damages and other remedies by reason of past infringements of the Patents, whether arising prior to or subsequent to the date of this IP Assignment.

2. Further Assurances. Assignor will execute and deliver to Assignee any written instruments, cooperate with Assignee in every commercially reasonable way to fully vest in Assignee all right, title and interest in and to the Intellectual Property, to evidence the assignment of the Intellectual Property to Assignee. Assignee shall reimburse Assignor for any out-of-pocket costs or expenses (including reasonable attorneys' fees) incurred by Assignor in connection with any action requested of Assignor by Assignee pursuant hereto.

3. Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and, in the case of any patent applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue patents or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this IP Assignment.

4. Conflicts. Notwithstanding any other provisions of this IP Assignment to the contrary, Assignor acknowledges and agrees that the representations, warranties, covenants, agreements, conditions, indemnities, rights and remedies contained in the Asset Purchase Agreement shall not be superseded, modified, replaced, amended, changed, rescinded, or in any way affected hereby, but shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement. This IP Assignment is subject to and controlled by the terms of the Asset Purchase Agreement, and in the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Reliance. Any individual, partnership, corporation or other entity may rely without further inquiry upon the powers and rights granted herein to Assignee.

6. Assignment. This IP Assignment is executed by, and shall be binding upon, Assignor and its successors and assigns, for the uses and purposes set forth above, and shall inure to the benefit of Assignee, its successors and assigns.

7. Severability. If one or more provisions of this IP Assignment are held to be unenforceable in whole or in part under applicable law, such provision or provisions, or portion or portions thereof, shall be excluded from this IP Assignment and the balance of this IP Assignment shall be interpreted and enforced as if such provision or provisions, or portion or portions thereof, were excluded and the remainder of this IP Assignment shall be enforced in accordance with its terms to the maximum extent permitted by applicable law.

8. Amendment. Subject to applicable law, this IP Assignment may not be amended, modified and supplemented except by written agreement of the parties hereto.

9. Governing Law. This IP Assignment shall be governed by and construed in accordance with the laws of New York without regard to its conflicts of law doctrine.

10. Counterparts. This IP Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Entire Assignment. With the exception of the Asset Purchase Agreement and the Ancillary Agreements, this IP Assignment supersedes any arrangements, understandings, promises or agreements made or existing between the parties hereto prior to or simultaneously with this IP Assignment and, together with the Asset Purchase Agreement and the Ancillary Agreements, constitutes the entire understanding between the parties hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

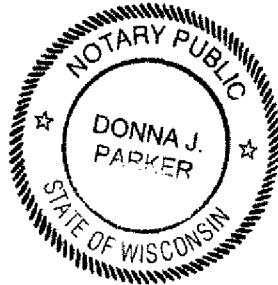
ASSIGNOR

GUESTBRIDGE, INC.

By: *David J. Arthurs*
David J. Arthurs, President

Subscribed and sworn to before me
this 7th day of October 2009.

Donna J. Parker
Notary Public
2/21/2010
[Notary Seal]



IN WITNESS WHEREOF, the parties hereto have executed this IP Assignment as of the date first set forth above.

ASSIGNEE

OPENTABLE, INC

By: 

Douglas Boake
Senior Vice President,
Business Development

EXHIBIT A**Patents**

Registration #	Title	Date Filed	Date Issued	Status
60/185,786	Reservation system	02/29/2000	n/a	Expired
09778567	Synchronizing Reservation Databases	2/7/2001	n/a	Abandoned
60930372	Computer Based Guest Monitoring and Identification System and Method	5/16/2007	n/a	Expired
12/006,376	Computer based guest monitoring and identification system and method	12/31/2007	n/a	Pending

Registered Trademarks, Service Marks

United States Registration #	Title	Class of Goods Covered	Nature of Goods or Services	Status
3,219,679	Seller	9, 42	Computer software for use in customer relationship management in the hospitality industry, Design and configuration of hospitality rewards computer software programs for use in customer relationship management in the hospitality industry	Registered
2,391,510	ReservationSource.com Logo	41, 42	Golf course reservation services via a global computer information network, Restaurant reservation services via a global computer information network	Cancelled
2,387,667	ReservationSource.com	41, 42	Golf course reservation services via a global computer information network, Restaurant reservation services via a global computer information network	Cancelled

URLS or Domain Names

URL or Domain Name	Registration Date	Renewal Date	Name of Registry
guestbridge.com	2002	4/10/2013	Network solutions
reservationsource.com	1999	5/6/2013	Network solutions

Registered Copyrights

United States Registration #	Title	Registration Date	Status
TX 5-368-639	ReservationsSource.com Web Enabled Reservation & CRM System	11/6/2000	Registered
TX 5-368-637	ReservationSource.com Web-Enabled Pro Lesson Scheduling Version 1.0	11/6/2000	Registered
TX 5-368-638	ReservationSource.com Web-Enabled Tee Time & Course Management System Version 2	11/6/2000	Registered

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