

# PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Memorandum of Patent Security Interest
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Pegasus Solutions, Inc.	01/22/2010
<b>RECEIVING PARTY DATA</b>	
Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Patent Number:	6857023
Patent Number:	7076451
<b>CORRESPONDENCE DATA</b>	
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ATTORNEY DOCKET NUMBER:	73674-00001
NAME OF SUBMITTER:	Stephanie S. Kann
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## MEMORANDUM OF PATENT SECURITY INTEREST

This MEMORANDUM (this "Memorandum"), dated as of January 22, 2010, 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 Jefferies Finance LLC, as agent (the "Secured Party") for itself and certain other lenders (the "First Lien Lenders") under that certain Credit Agreement, dated as of April 17, 2007, as from time to time in effect, (the "Credit Agreement") among the Patent Owner, certain of its affiliates, the First Lien Lenders, and the Secured Party; the Secured Party having a place of business at 520 Madison Avenue, New York, NY 10022.

1. Unless otherwise defined herein or the context otherwise requires, terms used in this Memorandum, including the preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and that certain Guarantee and Collateral Agreement, dated as of April 17, 2007, as from time to time in effect (the "Guarantee and Collateral Agreement"), among the Patent Owner, certain of its affiliates and the Secured Party.
2. Pursuant to the Guarantee and Collateral Agreement, the Patent Owner has granted to the Secured Party a security interest in all Intellectual Property, including the Patents (including, without limitation, those Patents 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 Secured Party 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 Secured Party and the First Lien 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 and 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.
6. This Memorandum shall be deemed to be a contract made under and governed by the laws of the state of New York.

*[Remainder of page intentionally left blank]*

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

Patent Owner:

Secured Party:

PEGASUS SOLUTIONS, INC.:

WILMINGTON TRUST FSB  
as Collateral Agent under the Collateral  
Agreement referred to above

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name: Jane Schweiger

Title: Vice President

*[Signature Page to Memorandum of Patent Security Interest]*

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

Patent Owner:

Secured Party:

PEGASUS SOLUTIONS, INC.:

WILMINGTON TRUST FSB  
as Collateral Agent under the Collateral  
Agreement referred to above

By: 

Name: Mark S. Dubrow  
Title: Executive Vice President

By: \_\_\_\_\_

Name:  
Title:

Signature Page to the Memorandum of Patent Security Interest

**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