

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
LodgeNet Interactive Corporation (formerly LodgeNet Entertainment Corporation)	09/21/2012
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A. (successor to Bear Stearns Corporate Lending Inc.), as Administrative Agent
Street Address:	1111 Fannin Street, Floor 10
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	7380031
Application Number:	11807569
Application Number:	12259932
Application Number:	12190415
Application Number:	12539454
Patent Number:	7882140
Application Number:	13243491
Application Number:	13488809
PCT Number:	US2012042190
Application Number:	61671547
CORRESPONDENCE DATA	
Fax Number:	2124552502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-3605
Email:	ksolomon@stblaw.com

CH \$400.00 7380031

Correspondent Name: Genevieve Dorment, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1543
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NAME OF SUBMITTER:	Genevieve Dorment
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Total Attachments: 7
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PATENT SECURITY AGREEMENT

Patent Security Agreement dated as of September 21, 2012 (as amended, restated or otherwise modified, the "Patent Security Agreement") among LodgeNet Interactive Corporation (formerly LodgeNet Entertainment Corporation), a Delaware corporation (the "Borrower") and the subsidiaries of the Borrower signatory hereto (such subsidiaries, together with the Borrower, the "Grantors") in favor of JPMorgan Chase Bank, N.A. (as successor to agent Bear Stearns Corporate Lending, Inc.) as Administrative Agent (the "Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of April 4, 2007 (as amended by the First Amendment, dated as of March 17, 2011, and as further amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") among Borrower, the Secured Parties, the Syndication Agent and Documentation Agent party thereto and the Agent, the Secured Parties severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors executed and delivered a Guarantee and Collateral Agreement, dated as of April 4, 2007, in favor of the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Grantors pledged and granted to the Agent for the ratable benefit of the Secured Parties, security interest in Intellectual Property, including Patents; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Parties to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantors agree, for the benefit of the Agent and the Secured Parties, as follows:

Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Collateral Agreement.

Grant of Security Interest. The Grantors hereby pledge and grant a continuing security interest in, and a right of setoff against all of such Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Patent Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Loans.

Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral Agreement (and all rights and

remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Credit Agreement and the 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 Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LODGENET INTERACTIVE CORPORATION

By: James G. Naro
Name: JAMES G. NARO
Title: SVP, General Counsel
Date: 9/21/12

HOTEL DIGITAL NETWORK, INC.

By: James G. Naro
Name: JAMES G. NARO
Title: Secretary
Date: 9/21/12

JPMORGAN CHASE BANK, N.A. as Administrative
Agent for the Lenders

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LODGENET INTERACTIVE CORPORATION

By: _____
Name:
Title:
Date:

HOTEL DIGITAL NETWORK, INC.

By: _____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A. as Administrative
Agent for the Lenders

By: Douglas A. Kravitz
Name: Douglas A. Kravitz
Title: Vice President
Date:

STATE OF *South Dakota*)
COUNTY OF *Minnehaha*) SS

Sandra Livingston
Notary Public 6-25-2018

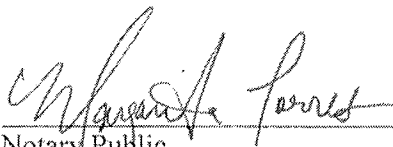
PATENT
REEL: 029028 FRAME: 0366

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 20th day of September, 2012, before me personally came Douglas A. Kravitz, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association headquartered in Columbus, Ohio; who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TO6041062
My Commission Expires May 1, 2014



Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

Issued Patents and Patent Applications

Title	App. No./ Reg. No.
Hybrid data distribution systems	7,380,031
Lodging entertainment system with guest-selected time shifting	11/807,569
Menuing system for controlling content delivery within a video distribution system	12/259,932
Presentation browser	12/190,415
Multi-channel media server	12/539,454
System and method for inserting secondary content into programmed primary content	7,882,140
Method and apparatus for pairing a mobile device to an output device	13/243,491
Method and apparatus for pairing a mobile device to an output device	13/488,809 CIP
Method and apparatus for pairing a mobile device to an output device	12/42190 (PCT/US)
System and method to provide out of band broadcast trigger synchronization and communication to insertion devices	61/671,547