

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Release of Security Interest at Reel/Frame 003853/0737	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas, as Collateral Agent		02/04/2010	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	The Weather Channel, Inc.		
Street Address:	300 Interstate North Parkway		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30309-4530		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2992982	RENTJILLSHOUSE.COM	
Registration Number:	3289435	FORGETAWAY.COM	
CORRESPONDENCE DATA			
Fax Number:	(646)728-2614		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-596-9348		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Patricia Teixeira, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	BCCI-276-003 TRANSACTIONA		
NAME OF SUBMITTER:	Patricia Teixeira		
Signature:	/Patricia Teixeira/		

CH \$65.00 2992982

900154132

**TRADEMARK
 REEL: 004145 FRAME: 0121**

Date:

02/05/2010

Total Attachments: 5

source=Release#page1.tif

source=Release#page2.tif

source=Release#page3.tif

source=Release#page4.tif

source=Release#page5.tif

RELEASE OF COLLATERAL

This Release of Collateral ("Release"), dated as of February 4, 2010, is entered into by Deutsche Bank Trust Company America, as Agent (as defined below) and TWCC Holding Corp., a Virginia corporation, as Borrower (as defined below).

1. Reference to Credit Agreement and Security Agreements. Reference is hereby made to (i) that certain Security Agreement, dated as of September 12, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the grantors identified therein and Deutsche Bank Trust Company Americas, as Collateral Agent for the Secured Parties (in such capacity, the "Agent"), (ii) that certain Trademark Security Agreement, dated as of September 12, 2008, as filed at the United States Patent and Trademark Office on September 16, 2008 at Reel/Frame 003853/0737 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement" and, together with the Security Agreement, the "Security Documents") among the grantor identified therein and the Agent, (iii) that certain Credit Agreement, dated as of September 12, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among TWCC Holding Corp., a Virginia corporation (the "Borrower"), the guarantors from time to time party thereto, the Agent, the lenders from time to time party thereto and the other agents named therein, and (iv) that certain Purchase and Sale Agreement, to be dated on or around February 4, 2010 (the "Purchase Agreement"), among The Weather Channel Interactive, Inc. ("TWCI"), The Weather Channel, Inc. ("TWC" and, together with TWCI, the "Sellers"), each a wholly-owned subsidiary of the Borrower, and Perfect Places, Inc., a California corporation (the "Buyer"), in substantially the form attached hereto as Annex A. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement, the Security Agreement, the Trademark Security Agreement or the Purchase Agreement, as applicable, unless otherwise noted herein.

2. Borrower's Certification. The undersigned, in its capacity as a duly appointed officer of the Borrower, hereby certifies on behalf of the Borrower that (i) the Sellers intend to enter into the Purchase Agreement, pursuant to which the Sellers will sell to the Buyer the Transferred Assets (as defined in the Purchase Agreement) (the "Sale"), which serve as collateral for the obligations of the Borrower to the Lenders under the Credit Agreement, (ii) the Sale of the Transferred Assets to the Buyer is for no less than the fair market value of the property as required under Section 7.05 of the Credit Agreement, (iii) the Buyer requires that the Transferred Assets be sold to the Buyer free and clear of any security interests, liens or encumbrances, (iv) as of the date of the execution and delivery of this Release by Deutsche Bank Trust Company Americas, in its capacity as Agent, and upon consummation of the Sale, the Sale and the other transactions contemplated by the Purchase Agreement are permitted by Section 7.05(a) of the Credit Agreement, (v) as of the date of the execution and delivery of this Release by Deutsche Bank Trust Company Americas, in its capacity as Agent, and upon consummation of the Sale, no Default or Event of Default has occurred or will have occurred on the date of the consummation of the Sale a result of the Sale and the other transactions contemplated by the Purchase Agreement and (vi) the Agent's release, discharge and disclaimer, without covenant or warranty,

express or implied, and without recourse to it, of each lien, security interest and other encumbrance of any kind in respect of the Transferred Assets created pursuant to the Credit Agreement or the Security Documents, and the filing of the Release are permitted by the Credit Agreement and the other Loan Documents (including, without limitation, Section 9.11 of the Credit Agreement and Section 6.13 of the Security Agreement).

3. Partial Release of Liens. In reliance on the representations set forth herein and without independent investigation, the Agent, upon consummation of the Sale, hereby acknowledges that, without covenant or warranty, express or implied, and without recourse to it, each lien, security interest and other encumbrance of any kind in respect of the Transferred Assets created pursuant to the Credit Agreement or the Security Documents will be automatically released in accordance with Section 9.11 of the Credit Agreement and Section 6.13 of the Security Agreement. Except as set forth above, this Release does not release any lien in respect of the Borrower or any other Loan Party in favor of the Lenders pursuant to the Security Documents or any other Loan Document. In the event that the sale is not consummated by March 1, 2010, this Release shall be null and void.

4. Further Assurances. The Agent irrevocably authorizes the Borrower and its counsel to file, upon the consummation of the Sale, in the name and on behalf of the Agent and any other Secured Party, the UCC amendment statements set forth on Annex B hereto and this Release at the United States Patent and Trademark Office to release the U.S. Trademark registrations and applications set forth on Schedule I hereto. The Agent agrees, upon consummation of the Sale, to authorize, execute and deliver to the Borrower each instrument, notice, release, agreement or certificate as the Borrower or the Sellers may reasonably request to more fully effectuate or evidence the releases set forth herein. The filing of the UCC amendment statements set forth on Annex B hereto and this Release at the United States Patent and Trademark Office to release the U.S. Trademark registrations and applications set forth on Schedule I hereto prior to the consummation of the Sale shall constitute a Default under the Credit Agreement and Security Agreement.


5. Miscellaneous. Each of the Credit Agreement and the Security Agreement is confirmed as being in full force and effect. This Release may be executed in any number of counterparts which together shall constitute one instrument, and shall bind and ensure to the benefit of the parties and their respective permitted successors and assigns. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof.

[Signature Page Follows]

[Handwritten signature]

The foregoing is hereby agreed to and accepted:

Deutsche Bank Trust Americas Company,
as Agent

By: 
By: Susan LaFevre
Name: Susan LaFevre
Title: Managing

By: 
By: Scottye Lindsey
Name: Scottye Lindsey
Title: Director

Schedule I
Trademark Registrations

Trademark	Status	Serial No. Filing Date	Reg. No. Reg. Date	Owner	Class/Description
FORGETAWAY.COM	Registered	76669513 Nov 24, 2006	3289435 Sept 11, 2007	The Weather Channel, Inc.	42 Providing weather information to others. 43 Providing online information to others in the field of temporary accommodation; namely, providing vacation rental property listings and virtual tours, and hyperlinks to other websites featuring temporary accommodation information and booking information; providing temporary accommodation listing and booking agency services.
RENTJILLSHOUSE.COM	Registered	76582835 Mar 24, 2004	2992982 Sep 6, 2005	The Weather Channel, Inc.	35 Advertising services; namely, preparing and disseminating advertising for others via an online electronic network.