

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONNEXIONS LOYALTY TRAVEL SOLUTIONS, LLC		07/29/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	1455 MARKET ST, 5TH FLOOR
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1662796	1-800 FLY 4 LESS
Registration Number:	3599872	CONNEXIONS LOYALTY TRAVEL SOLUTIONS
Registration Number:	3417588	DAZZLETRAVEL.COM
Registration Number:	2488758	DISTINCTIVE DEPARTURES
Registration Number:	2502323	DISTINCTIVE VACATIONS
Registration Number:	3613679	ONLINE REWARD E CHANGE
Registration Number:	3558402	ORX
Registration Number:	3556284	TRIPFORCE
Registration Number:	3429989	VACATIONSDIRECT.COM

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-848-4455

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Email: jlik@shearman.com
Correspondent Name: Gloria Jung
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/648
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	08/02/2010

Total Attachments: 9

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT SUPPLEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement Supplement*”) dated July 29, 2010, is made by the Person listed on the signature page hereof (the “*Grantor*”) in favor of BANK OF AMERICA, N.A., as administrative agent (the “*Administrative Agent*”) and collateral agent (together with any successor collateral agent appointed pursuant to the Credit Agreement (defined below), in such capacity, the “*Collateral Agent*”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below). All capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to those terms in the Guarantee and Collateral Agreement (as defined below).

WHEREAS, the Borrower, Holdings, the Administrative Agent, the Collateral Agent and the lenders party thereto (the “*Lenders*”) have entered into an Amended and Restated Credit Agreement, dated as of April 9, 2010, which provides for the Lenders to provide loans to the Borrower from time to time (such Credit Agreement as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, as a condition precedent to the making of Loans, the issuance of Letters of Credit by the Lenders under the Credit Agreement and the entry into Swap Agreements by Lenders or Affiliates of Lenders from time to time each Grantor has executed and delivered that certain Amended and Restated Guarantee and Collateral Agreement dated April 9, 2010 among the Grantors, the Administrative Agent and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) and that certain Assignment of Intellectual Property Security Agreement dated April 9, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”); and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of such Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Additional Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

Notwithstanding anything to the contrary, in no event shall the term “copyright license” include any license to the extent, but only to the extent, that the granting of a security interest in the rights under the terms of such license result in a breach of the terms of, or constitute a default under, such license (other than to the extent that any such term would be rendered ineffective pursuant to the Uniform Commercial Code or any other applicable law (including the Bankruptcy Code) or principles of equity; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the term “copyright license” shall include all such rights and interests as if such provision had never been in effect.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Guarantee and

Collateral Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has caused this Amended and Restated IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CONNEXIONS LOYALTY TRAVEL
SOLUTIONS, LLC**

By: 

Name: Leonard Ciriello

Title: Executive Vice President and Secretary

SCHEDULE A

Patents

None

SCHEDULE B

Trademarks

Mark	Country	Status	Appl. No.	Reg. No.	Renewal Date	Class	Description – Goods/Services
1-800-FLY 4 LESS	United States	Registered	74/108480	1662796	10/29/2011	IC 39	Travel agency services.
CONNEXIONS LOYALTY TRAVEL SOLUTIONS	United States	Registered	77417195	3599872	3/31/2019	IC 39, 43	Travel agency services, namely, making reservations and bookings for transportation that features a frequent traveler bonus program; organization of business travel; travel information services; arranging and conducting travel tours and vacation packages, namely, arranging air, land and sea transportation for individuals and groups; coordinating travel arrangements for individuals and for group tours; car rental reservation services; making auto and airline reservations and bookings for travel by means of electronic communications networks; providing travel lodging information services and travel lodging booking agency services for travelers; travel agency services, namely, making reservations and booking for temporary lodging; making reservations and bookings for restaurants and meals; providing travel agency services via an on-line interactive database that can be used in making reservations and bookings for temporary lodging.
DAZZLETRAVEL.COM	United States	Registered	77/249682	3417588	4/29/2014	IC 39	Travel agency services, namely making reservations and bookings for transportation,

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MARK	Country	Status	Appl. No.	Reg. No.	Renewal Date	Class	Description – Goods/Services
							cruises and travel tours
DISTINCTIVE DEPARTURES	United States	Registered	75/773120	2488758	9/11/2011	IC 39	Travel agency services, namely, arranging cruises and travel tours.
DISTINCTIVE VACATIONS	United States	Registered	75/408596	2502323	10/30/2011	IC 39	Travel agency services, namely, arranging cruises and travel tours.
ONLINE REWARD EXCHANGE & DESIGN	United States	Registered	77/490473	3613679	4/28/2015	IC 35, 39, 43	Administration of employee incentive and customer loyalty reward programs featuring the aggregation, conversion and redemption of incentive and loyalty points and currency. Travel agency services, namely making reservations and booking for transportation. Travel agency services, namely making reservations and booking for temporary lodging.
ORX	United States	Registered	77/249692	3558402	1/6/2015	IC 35, 39, 43	Administration of employee incentive and customer loyalty reward programs featuring the aggregation, conversion and redemption of incentive and loyalty points and currency. Travel agency services, namely making reservations and booking for transportation. Travel agency services, namely making reservations and booking for temporary lodging.

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Mark	Country	Status	Appl. No.	Reg. No.	Renewal Date	Class	Description – Goods/Services
TRIPFORCE	United States	Registered	77/356864	3556284	1/6/2015	IC 38, 39, 43	Providing telecommunication access to a travel website. Travel agency services, namely, making auto and airline reservations and bookings for travel and vacation packages by means of electronic communications networks; providing access through a global computer network for on-line travel agency services, namely, maintaining a traveler profile which can be modified by the traveler and an interactive database for permitting a traveler to complete and submit a travel request form, in making auto, airline and cruise ship reservations, providing access through a global computer network for on-line travel agency services, namely, booking for temporary lodging for the traveler, and sending confirmation to traveler
VACATIONSDIRECT.COM	United States	Registered	77/249685	3429989	5/20/2014	IC 39	Travel agency services, namely, making reservation and bookings for transportation, cruises and travel tours

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SCHEDULE C

Copyrights

None