FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

01-16-2001

101583373

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

MRD 1-4-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [x] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Ashford.com, Inc.

Execution Date Month Day Year: 09182000

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [x] Corporation [ ] Association

[ ] Other

[x] Citizenship/State of Incorporation/Organization: Delaware

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Congress Financial Corporation (Southwest)

DBA/AKA/TA:

Composed of:

Address (line 1): 1201 Main Street

Address (line 2): Suite 1625

Address (line 3): Dallas (City) TX (State/Country) 75250 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[x] Corporation [ ] Association

[ ] Other

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

[x] Citizenship/State of Incorporation/Organization: Texas

FOR OFFICE USE ONLY

01/16/2001 DNGUYEN 00000162 75806673

01 FC:481 40.00 OP
02 FC:482 350.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 202-457-5210

Name: George M. Borababy

Address (line 1): PATTON BOGGS LLP

Address (line 2): 2550 M Street, N.W.

Address (line 3): Washington, D.C. 20036

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 19

Trademark Application Number(s) or Registration Number(s)

[x] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75806673	75806672	75806674			
75797796	75797795	75797792			
75797793	75797794	75609052			

Number of Properties

Enter the total number of properties involved. # 15

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 390.00

Method of Payment: Enclosed [x] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 50-0709

Authorization to charge additional fees: Yes [x] No [ ]

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy	George M. Borababy	12/7/00
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
76094178	76094177	76094179			
76094180	76098997	76109131			

COPY

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made and entered into to be effective as of September 18, 2000 by ASHFORD.COM, INC., a Delaware corporation ("Grantor"), for the benefit of CONGRESS FINANCIAL CORPORATION (SOUTHWEST), a Texas corporation, ("Grantee").

RECITALS

WHEREAS, Grantor owns the trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantee and Grantor are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in certain assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses together with the goodwill of the business symbolized by Grantor's trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement.

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

I. GRANT OF LIEN AND SECURITY INTEREST

To secure payment and performance of all Obligations (as defined in the Loan Agreement) Grantor hereby grants to Grantee a continuing lien and security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the ("Trademark Collateral"), whether presently existing or hereafter created or acquired:

(a) each trademark, trademark registration and trademark application (together with any reissues, continuations or extensions thereof), including, without limitation, the trademarks, trademark registrations and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(b) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred to in Schedule 1 and the trademarks licensed under any trademark license referred to in Schedule 1, or (ii) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This lien and security interest is granted in conjunction with the liens and security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

II. REPRESENTATIONS AND WARRANTIES

(a) As of the date hereof, Grantor does not have any interest in, or title to, any trademark registration or trademark application except as set forth in Schedule 1 annexed hereto. This Trademark Security Agreement is effective to create a valid and continuing lien and security interest in and, upon filing of this Trademark Security Agreement with the United States Patent and Trademark Office (the "USPTO") and proper filings of UCC-1 financing statements with the Texas Secretary of State, perfected first priority liens and security interests in favor of Grantee on the Trademark Collateral identified in Schedule 1 and such perfected liens and security interests are enforceable as such as against any and all creditors of and purchasers from Grantor. Upon filing of this Trademark Security Agreement with the USPTO and proper filings of UCC-1 financing statements with the Texas Secretary of State, all action necessary or desirable to protect and perfect Grantee's liens and security interests in the Trademark Collateral identified in Schedule 1 shall have been duly taken.

(b) As of the date hereof, to Grantor's knowledge, and except as set forth on Schedule 2, each of the trademark registrations and trademark applications set forth on Schedule 1 is valid, subsisting and enforceable. As of the date hereof, Grantor has no knowledge of any pending or threatened claim by any third party (other than claims that could not reasonably be expected to have a material adverse impact upon the Material Trademark Collateral) that: (i) any of the Trademark Collateral is invalid or unenforceable or (ii) any third party has an ownership interest therein.

(c) As of the date hereof, to Grantor's knowledge, Grantor is not infringing upon any trademarks or other intellectual property of any third party such that if a claim were asserted, such claim would reasonably be expected to have a material adverse impact upon the Material Trademark Collateral.

(d) As of the date hereof, to Grantor's knowledge, no third party is infringing upon or otherwise violating any of the Trademark Collateral or any other intellectual property

right of Grantor in a manner that would reasonably be expected to have a material adverse impact upon the Material Trademark Collateral.

(e) Grantor has the power and authority to grant liens and security interests in the Trademark Collateral and such grant shall not cause a breach of any trademark license or other material agreement to which Grantor is a party.

III. COVENANTS

(a) Schedule 2 identifies those trademark applications and registrations Grantor may abandon. Hereafter, Grantor shall notify Grantee as soon as reasonably possible if it knows or has reason to know that any other application or registration relating to any Material Trademark Collateral (now or hereafter existing) has become abandoned, or of any final adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the USPTO or any court) regarding Grantor's ownership of any Material Trademark Collateral, its right to register the same, the validity of same, or Grantor's right to keep and maintain the same. Grantor shall promptly notify Grantee in writing of any event that could reasonably be expected to materially and adversely affect the value of the Material Trademark Collateral, the ability of Grantor or Grantee to dispose of the same or any portion thereof or the rights and remedies of Grantee in relation thereto. As used in this Agreement, the term "Material Trademark Collateral" means Trademark Collateral except that which Grantor has reasonably determined is not material to the conduct of its business or operations.

(b) From time to time, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Grantee may reasonably request, in order to perfect and protect any lien or security interest assigned or purported to be assigned hereby or to enable Grantee to exercise and enforce its rights and remedies hereunder with respect to any Trademark Collateral or any other intellectual property of Grantor. Grantor shall inform Grantee in writing of any right, title or interest in any registered trademarks or trademark applications not appearing on Schedule 1 hereto that are acquired, filed, or developed by Grantor after the date hereof or that were otherwise omitted from Schedule 1. Grantor shall execute and deliver any document that Grantee may request to evidence Grantee's liens and security interests in such trademarks. This Trademark Security Agreement shall automatically apply to such trademarks and such trademarks shall automatically become "Trademark Collateral".

(c) Grantor shall take all actions necessary or reasonably requested by Grantee to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Material Trademark Collateral (now or hereafter existing), including the filing of applications for renewal, affidavits of use and opposition and interference and cancellation proceedings. Grantor shall diligently, through counsel reasonably acceptable to Grantee, prosecute any trademark application comprising or intended to comprise a part of the Material Trademark Collateral.

(d) In the event that Grantor becomes aware that the Material Trademark Collateral is infringed upon, or diluted by a third party, Grantor shall take such actions (including without limitation initiating a lawsuit, a domain name transfer proceeding, or negotiations with the accused infringer) as are commercially reasonable, and in the best interests of the Trademark Collateral as a whole as well as Grantor's branding strategy, to protect Grantor's Material Trademark Collateral. In the event that Grantor initiates a lawsuit involving any Material Trademark Collateral, it shall notify Grantee of same.

(e) Except as permitted by the Loan Agreement, Grantor shall not sell, assign, license or otherwise dispose of any of the Material Trademark Collateral without written permission of Grantee; provided that Grantor may grant non-exclusive licenses to any or all of its marks as long as (i) such grants are consistent with Grantor's current business practices as of the date of this Agreement or reasonable in Grantor's industry; and (ii) all such grants do not, in the aggregate, have a material adverse impact upon the Material Trademark Collateral.

(f) Grantor shall provide proper statutory notice in connection with its use or other exploitation of any of the Material Trademark Collateral to the extent reasonably necessary for the protection thereof.

(g) Grantor shall keep, or direct its counsel to keep, commercially reasonable records concerning the Trademark Collateral.

IV. REMEDIES

(a) In addition to Grantee's rights and remedies set forth in the Loan Agreement and anything contained herein to the contrary notwithstanding, during the continuation of an Event of Default (as defined in the Loan Agreement), Grantee shall have the right (but not the obligation) to bring suit, in the name of the Grantor, Grantee, or otherwise, to enforce any of the Trademark Collateral, or any other intellectual property or license thereto but only in the event the Grantor does not take such action and is in violation of the provisions of clause III(d) above, in which event Grantor shall, at the reasonable request of Grantee, do all lawful acts and execute any and all documents reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee in connection with the exercise of its rights hereunder.

(b) For the purpose of enabling Grantee during the continuation of an Event of Default to exercise rights and remedies under the foregoing clause (a) (including, without limiting the terms of such clause (a), in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of Trademark Collateral) at such time as Grantee shall be lawfully entitled to exercise such rights and remedies, Grantor hereby grants to Grantee a nonexclusive license (exercisable without payment of royalty or other compensation to Grantor) to use, license or sublicense during the continuation of an Event of Default any Trademark Collateral now owned or hereafter acquired by Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the

compilation or printout thereof. Grantor shall control the nature and quality of the goods and services sold or provided under the license granted under this clause (b), it being understood, however, that goods or services of substantially the same nature and quality as were being sold by Grantor on the date of this Agreement or at any time during term of the Loan Agreement will meet any such standards and justify this grant of license. Grantee recognizes the substantial goodwill associated with the Trademark Collateral and will not permit the quality of the goods or services with which Grantee uses the Trademark Collateral to deteriorate so as to adversely affect the goodwill associated therewith. This license may be terminated by Grantor (i) if Grantee materially breaches this clause (b), and such breach is not cured within 60 days after delivery of a written notice thereof by Grantor to Grantee; or (ii) upon indefeasible payment in full of the secured obligations. All ownership of the Trademark Collateral during the term of this license shall at all times belong to Grantor, and all use of the Trademark Collateral by Grantee will inure to the benefit of Grantor. Grantee agrees that during the term of this license, Grantee shall be responsible for complying with and assuring compliance with all laws and regulations applicable to its or its licensees' or designees' performance of services or sale of goods in connection with which it uses the Trademark Collateral.

V. MISCELLANEOUS

(a) Incorporation of Sections 5 and 11 of Loan Agreement. Sections 5 and 11 of the Loan Agreement are hereby incorporated into this Agreement in full by this reference with the same force and effect as if set forth fully herein.

(b) Partial Invalidity. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(c) Further Assurances. Grantor agrees to execute any and all such documents and certificates, take such actions and make such filings and registrations as may be necessary (in the sole but reasonable discretion of Grantee) to fully effect the terms hereof.

(d) Notices. All notices, requests and demands hereunder shall be in writing and (i) made to Grantee at its address set forth below and to Grantor at its chief executive office set forth below, or to such other address as either party may designate by written notice to the other in accordance with this provision, and (ii) deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing.

Address for
Grantee:

Congress Financial Corporation (Southwest)
1201 Main Street, Suite 1625
Dallas, Texas 75202

Address for
Grantor:

Ashford.Com, Inc.
3800 Buffalo Speedway, Suite 4000
Houston, Texas 77098

With a copy to: Patton Boggs LLP
2001 Ross Avenue
Suite 3000
Dallas, Texas 75201
Attn: Larry A. Makel, Esq.

With a copy to: Baker Botts L.L.P.
One Shell Plaza
910 Louisiana Street
Houston, Texas 77002
Attn: Bill Hart, Esq.

(e) Section Headings. The headings of paragraphs, sections and other subdivisions of this Agreement are for convenient reference only. They shall not be used in any way to govern, limit, modify, construe this Agreement or any part or provision thereof or otherwise be given any legal effect.

(f) Entire Agreement. This Agreement, including the Schedules attached hereto, together with the Loan Agreement and the other Financing Documents (as defined in the Loan Agreement) contains the final agreement between the parties with respect to the subject matter thereof, and supersedes all other agreements between the parties whether written or oral relating thereto, and may not be modified or amended except as provided in the Loan Agreement.

(g) No Partnership or Joint Venture. This Agreement does not constitute and shall not be construed as constituting a partnership, joint venture or agency between the parties. Except as specifically provided herein, none of the parties shall have any right to obligate or bind any other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

(h) Counterparts. This Agreement may be signed in counterpart, including via facsimile signature, which shall be considered an original for all intents and purposes, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

TRADEMARK
REEL: 002211 FRAME: 0821

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of September 18, 2000.

ASHFORD.COM, INC.

Brian E. Bergeron
Vice President-Finance

Acknowledged:

CONGRESS FINANCIAL CORPORATION (SOUTHWEST)

Michael R. Sheff
Senior Vice President

COPY

TRADEMARK
REEL: 002211 FRAME: 0822

ACKNOWLEDGMENT

STATE OF Texas §
§ ss.
COUNTY OF Dallas §

On this 18th day of September, 2000 before me personally appeared Brian Bergeron, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the VP Finance of ASHFORD.COM, INC., who being by me duly sworn, did depose and say that he is the VP Finance of ASHFORD.COM, INC., the corporation described in and which executed the foregoing instrument; that he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

CATHRYN KAUFMAN
MY COMMISSION EXPIRES
June 3, 2003

(Seal)

Cathryn Kaufman
Notary Public

My commission expires:

June 3, 2003

COPY

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

[see attached]

Schedule 1 to Trademark Security Agreement

Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
Argentina	2274885 20-Mar-2000		ASHFORD	35	Full scope of Class 35, namely, retail sales and retail services.	Published
Argentina	2274884 20-Mar-2000		A and Design	35	Full scope of Class 35, namely, retail sales and retail services.	Published
Australia	827954 17-Mar-2000		ASHFORD	35	Retail sale; retail services.	Pending
Australia	827953 17-Mar-2000		A and Design	35	Retail sale; retail services.	Pending
Brazil	822566613 22-Mar-2000		ASHFORD	42	Full scope of class; retail sales.	Pending
Brazil	822566605 22-Mar-2000		A and Design	42	Full scope of class; retail sales.	Published
Canada	1051368 20-Mar-2000		ASHFORD	00 (42)	Retail sales; retail services.	Pending
Canada	1051369 20-Mar-2000		A and Design	00 (42)	Retail sales services; retail services.	Pending
Chile	479576 21-Mar-2000		ASHFORD	42	Commercial establishments.	Pending
Chile	479578 21-Mar-2000		A and Design	42	Commercial establishments.	Pending
China	2000033020 21-Mar-2000		ASHFORD	35	Sales for others; import/export agency; direct mail order services provided over the global computer network; on-line dissemination of samples; on-line merchandise display and demonstration; on-line business inquiries; public relations; on-line business information; on-line auction.	Pending

TRADEMARK
REEL: 002211 FRAME: 0825

Schedule 1 to Trademark Security Agreement

Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
China	2000033021 21-Mar-2000		A and Design	35	Sales for others; import/export agency; direct mail order services provided over the global computer network; on-line dissemination of samples; on-line merchandise display and demonstration; on-line business inquiries; public relations; on-line business information; on-line auction.	Pending
European Community	1238286 12-Jul-1999		ASHFORD	03, 14, 16, 18, 21, 25	03 - Perfume. 14 - Jewelry, watches, diamonds. 16 - Fountain pens, ink pens, ball-point pens. 18 - Handbags. 21 - Decorative crystal, china ornaments, china dishes. 25 - Clothing belts, clothing ties.	Published
European Community	1565225 20-Mar-2000		ASHFORD	35; 42	35 - Retail sales; business management consultancy, including assistance and advising in the establishment of retail stores; the bringing together, for the benefit of others, of a variety of goods - excluding the transport thereof - enabling consumers to conveniently view and purchase those goods. 42 - Technical consultancy and advising in the establishment of retail stores.	Pending
European Community	1565019 20-Mar-2000		A and Design	35; 42	35 - Retail sales; business management consultancy, including assistance and advising in the establishment of retail stores; the bringing together, for the benefit of others, of a variety of goods - excluding the transport thereof - enabling consumers to conveniently view and purchase those goods. 42 - Technical consultancy and advising in the establishment of retail stores.	Pending
Hong Kong	2000/5589 16-Mar-2000		ASHFORD	35	Retail services in relation to watches and clocks (watches, pocket watches, clocks, watch winders, watch bands), diamonds, jewelry (earrings, necklaces, rings, bracelets, brooches/pendants, hair ornaments, belts), writing accessories (pens, stationery), leather goods and handbags (purses, wallets, money clips), ties and scarves, fragrances and bath and body products (perfume, cologne, soap, candles, skin care and body maintenance products, bath products), cufflinks, pocket knives, crystal items, silver and pewter pieces, men's and women's clothing (shirts, pants, skirts, dresses, coats, jackets, shoes, suits, hats, etc.) and cosmetics.	Pending
Hong Kong	2000/5588 16-Mar-2000		A and Design	35	Retail services in relation to watches and clocks (watches, pocket watches, clocks, watch winders, watch bands), diamonds, jewelry (earrings, necklaces, rings, bracelets, brooches/pendants, hair ornaments, belts), writing accessories (pens, stationery), leather goods and handbags (purses, wallets, money clips), ties and scarves, fragrances and bath and body products (perfume, cologne, soap, candles, skin care and body maintenance products, bath products), cufflinks, pocket knives, crystal items, silver and pewter pieces, men's and women's clothing (shirts, pants, skirts, dresses, coats, jackets, shoes, suits, hats, etc.) and cosmetics.	Pending

TRADEMARK
REEL: 002211 FRAME: 0826

Schedule 1 to Trademark Security Agreement

Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
Japan	26008/2000 16-Mar-2000		ASHFORD	42	Retail sales; retail services; providing sales information; intermediation for sales; providing lodging accommodations; intermediation for or transmission of contracts for providing lodging accommodations; offering of drinks and foods; beauty culture; hair dressing; providing bathing facilities; photography; offset printing; photogravure printing; screen process printing; lothographic printing; block printing; providing meteorological information; providing job information; introduction of partners of opposite sex to those who seek marriage or friendship; providing wedding facilities (including facilities for wedding reception); conducting funeral services; offering of graveyard or charnel house; collection and destruction of general waste matters collection and segregation of general waste matters; collection and destruction of industrial waste matters; gardening or taking care of flower garden; planting of garden trees; applying of fertilizer; preventing and eliminating weeds; preventing and exterminating vermin (limited to cases relating to agriculture, horticulture or forestry); designing of buildings; surveying; geological survey; designing of facilities for machines, apparatus, instruments (including parts); originating of industrial or commercial designs; introduction, explanation of efficiency and/or operation of system for machines which need high special knowledge, technique, experience for exact operation for computers, motor vehicles, etc.; designing, production or maintenance of computer programs; testing, inspection or study of medicines and drugs, cosmetics or foods; study on building construction or city planning; testing or study on prevention of environmental pollution; testing or study on civil engineering; testing, inspection or study on agriculture, livestock or fishery; testing, study for machinery and implements; agencies for procedures relating to industrial property or appraisal of industrial property and other business relating to industrial property; legal business relating to litigation cases, etc.; agency for procedure relating to registration or deposition; agencies mediations for contracts; interpretation; translation; guarding of facilities; personal body guarding; inquiry into identity and behavior of individual persons; mampulation massaging and finger pressure; moxa cautery; reposition in "Judo"; acupuncture; medical treatment; physical examination; dental service; preparation of medicines; medical examination for farm animals; nurturing of infants at nursery; taking care of aged people; rental of knitting machines; rental of sewing machines; rental of clothing; rental of plants; rental of curtains; rental of furniture; rental of tapestries; rental of carpetings; rental of measuring instruments; rental of conference room; rental of display facilities; rental of cameras; rental of optical apparatus and instruments; rental of fishing machines and implements; rental of mining instruments; rental of measuring instruments; rental of combines; rental of altars; rental of vending machines; rental of lawn mowers; rental of fire alarm systems; rental of fire extinguishers; rental of towels; rental of air conditioners; rental of ultra sound diagnostic equipment; rental of heating apparatus; rental of kitchen tables; rental of sinks; rental of letter presses; rental of computers (including central processor unit and electronic circuits, magnetic discs and magnetic tapes with computer programs, and other peripheral equipment), rental of machines and instruments for beauty salon or barber shop; rental of quilts; rental of phicical and chemical apparatus and instruments.	Pending

TRADEMARK
REEL: 002211 FRAME: 0827

Schedule 1 to Trademark Security Agreement

Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
Japan	26024/2000 16-Mar-2000		A and Design	42	Retail sales; retail services; providing sales information; intermediation for sales; providing lodging accommodations; intermediation for or transmission of contracts for providing lodging accommodations; offering of drinks and foods; beauty culture; hair dressing; providing bathing facilities; photography; offset printing;photogravure printing; screen process printing; lothographic printing; block printing; providing meteorological information; providing job information; introduction of partners of opposite sex to those who seek marriage or friendship; providing wedding facilities (including facilities for wedding reception); conducting funeral services; offering of graveyard or charnel house; collection and destruction of general waste matters collection and segregation of general waste matters; collection and destruction of industrial waste matters; gardening or taking care of flower garden; planting of garden trees; applying of fertilizer; preventing and eliminating weeds; preventing and exterminating vermin (limited to cases relating to agriculture, horticulture or forestry); designing of buildings; surveying; geological survey; designing of facilities for machines, apparatus, instruments (including parts); originating of industrial or commercial designs; introduction, explanation of efficiency and/or operation of system for machines which need high special knowledge, technique, experience for exact operation for computers, motor vehicles, etc.; designing, production or maintenance of computer programs; testing, inspection or study of medicines and drugs, cosmetics or foods; study on building construction or city planning; testing or study on prevention of environmental pollution; testing or study on civil engineering; testing, inspection or study on agriculture, livestock or fishery; testing, study for machinery and implements; agencies for procedures relating to industrial property or appraisal of industrial property and other business relating to industrial property; legal business relating to litigation cases, etc.; agency for procedure relating to registration or deposition; agencies mediations for contracts; interpretation; translation; guarding of facilities; personal body guarding; inquiry into identity and behavior of individual persons; mampulation massaging and finger pressure; moxa cautery; reposition in "Judo"; acupuncture; medical treatment; physical examination; dental service; preparation of medicines; medical examination for farm animals; nurturing of infants at nursery; taking care of aged people; rental of knitting machines; rental of sewing machines; rental of clothing; rental of plants; rental of curtains; rental of furniture; rental of tapestries; rental of carpetings; rental of measuring instruments; rental of conference room; rental of display facilities; rental of cameras; rental of optical apparatus and instruments; rental of fishing machines and implements; rental of mining instruments; rental of measuring instruments; rental of combines; rental of altars; rental of vending machines; rental of lawn mowers; rental of fire alarm systems; rental of fire extinguishers; rental of towels; rental of air conditioners; rental of ultra sound diagnostic equipment; rental of heating apparatus; rental of kitchen tables; rental of sinks; rental of letter presses; rental of computers (including central processor unit and electronic circuits, magnetic discs and magnetic tapes with computer programs, and other peripheral equipment), rental of machines and instruments for beauty salon or barber shop; rental of quilts; rental of phicical and chemical apparatus and instruments.	Pending

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Schedule 1 to Trademark Security Agreement

Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
Korea, South	41-2000-8115 22-Mar-2000		ASHFORD	35	Retail agencies services and retail mediating services in relation to watches and clocks (watches, pocket watches, clocks, watch winders, watch bands), diamonds, jewelry (earrings, necklaces, rings, bracelets, brooches/pendants, hair ornaments, belts), writing accessories (pens, stationery), leather goods and handbags (purses, wallets, money clips), ties and scarves, fragrances and bath and body products (perfume, cologne, soap, candles, skin care and body maintenance products, bath products), cufflinks, pocket knives, crystal items, silver and pewter pieces, men's and women's clothing (shirts, pants, skirts, dresses, coats, jackets, shoes, suits, hats, etc.) and cosmetics.	Pending
Korea, South	41-2000-8116 22-Mar-2000		A and Design	35	Retail agencies services and retail mediating services in relation to watches and clocks (watches, pocket watches, clocks, watch winders, watch bands), diamonds, jewelry (earrings, necklaces, rings, bracelets, brooches/pendants, hair ornaments, belts), writing accessories (pens, stationery), leather goods and handbags (purses, wallets, money clips), ties and scarves, fragrances and bath and body products (perfume, cologne, soap, candles, skin care and body maintenance products, bath products), cufflinks, pocket knives, crystal items, silver and pewter pieces, men's and women's clothing (shirts, pants, skirts, dresses, coats, jackets, shoes, suits, hats, etc.) and cosmetics.	Pending
Mexico	416.771 22-Mar-2000		ASHFORD	42	Full scope of class; retail sales.	Pending
Mexico	416.772 22-Mar-2000		A and Design	42	Full scope of class; retail sales.	Pending
New Zealand	610564 16-Mar-2000		ASHFORD	35	Retail services; retail sales.	Pending
New Zealand	610565 16-Mar-2000		A and Design	35	Retail services; retail sales.	Pending
Peru	103059 22-Mar-2000		ASHFORD	35	Services of the bringing together for the benefit of others of a variety of goods, excluding the transport thereof, enabling customers to conveniently view and purchase	Published
Peru	103060 22-Mar-2000		A and Design	35	Services of the bringing together for the benefit of others of a variety of goods, excluding the transport thereof, enabling customers to conveniently view and purchase	Published
Singapore	T00/04499A 22-Mar-2000		ASHFORD	35	Retail sales and services; advertising; business administration and management, office functions and all other services in this class.	Pending

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Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
Singapore	T00/04498C 22-Mar-2000		A and Design	35	Retail sales and services; advertising; business administration and management, office functions and all other services in this class.	Pending
Switzerland	03293/2000 17-Mar-2000		ASHFORD	35	Advertising; business management; business administration; office functions; retail sales services.	Pending
Switzerland	03292/2000 17-Mar-2000		A and Design	35	Advertising; business management; business administration; office functions; retail sales services.	Pending
Taiwan	89014253 17-Mar-2000		ASHFORD	35	Retail services.	Pending
Taiwan	89014254 17-Mar-2000		A and Design	35	Retail services.	Pending
Thailand	414900 21-Mar-2000		ASHFORD	42	Management of retail of goods.	Pending
Thailand	414901 21-Mar-2000		A and Design	42	Management of retail of goods.	Pending
United States of America	75/806673 22-Sep-1999		ASHFORD	42	Retail sales.	Pending
United States of America	75/806672 22-Sep-1999		A and Design	42	Retail sales.	Pending
United States of America	75/806674 22-Sep-1999		ASHFORD.COM	42	Retail sales.	Pending

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Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
United States of America	75/797796 13-Sep-1999		A and Design	16	Fountain pens, ink pens, ball-point pens.	Published
United States of America	75/797795 13-Sep-1999		A and Design	25	Clothing belts and clothing ties.	Published
United States of America	75/797792 13-Sep-1999		A and Design	14	Jewelry, diamonds, and watches.	Published
United States of America	75/797793 13-Sep-1999		A and Design	03	Perfume.	Allowed
United States of America	75/797794 13-Sep-1999		A and Design	18	Handbags.	Allowed
United States of America	75/609052 21-Dec-1998	2321078 22-Feb-2000	TZ	35	Retail store services featuring watches, clocks, and timepieces.	Registered
United States of America	76/094178 21-Jul-2000		ASHFORD	35	On-line computer services, namely, providing information regarding the goods and services of others in the nature of a buyers' guide, by means of a global communications and computer information network; dissemination of advertising for others via a global communications and computer information network; and directory services to help locate people, places, organizations, phone numbers, home pages, and electronic mail addresses; promoting the sale of goods and services of others by awarding purchase points for credit card use; promoting the sale of credit card accounts through the administration of incentive award programs.	Pending
United States of America	76/094177 21-Jul-2000		ASHFORD	38	Electronic mail services.	Pending
United States of America	76/094179 21-Jul-2000		ASHFORD	16	Newsletters, magazines, and books concerning a wide variety of luxury goods and services, food items, wine, travel, and recreational activities.	Pending

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Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
United States of America	76/094180 21-Jul-2000		ASHFORD	42	Content-providing services, in the fields of consumer product and service testing and evaluation, by means of a global communications or computer information network; Computer services, namely, providing search engines for obtaining data on global communications and computer information networks; hosting the Web sites of others on computer servers for global communications and computer information networks; providing multiple user access to bulletin boards and global communications and computer information networks for the transfer and dissemination of a wide range of data and information; providing a wide range of general interest information via global communications and computer information networks; creating indices of information, sites, and other resources available on global communications and computer information networks; searching for and retrieving others' information, sites, and other resources available on global communications and computer information networks; providing an on-line link to news, weather, sports, current events, and reference materials; providing on-line bulletin boards; providing on-line chat rooms for transmission of messages among global communications and computer information network users; and providing on-line auction services.	Pending
United States of America	76/098997 28-Jul-2000		ASHFORD	36	Credit card services.	Pending
United States of America	76/109131 14-Aug-2000		AS (Stylized)	36	Credit card services.	Pending
Venezuela	4562-2000 21-Mar-2000		ASHFORD	35	Retail sales offered on-line.	Pending
Venezuela	4563-2000 21-Mar-2000		A and Design	35	Retail services offered on-line.	Pending

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SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

[see attached]

Schedule 2 to Trademark Security Agreement

Country	App No./Date	Reg No./Date	Mark	Class	Goods	Status
European Community	1238286 12-Jul-1999		ASHFORD	03, 14, 16, 18, 21, 25	03 - Perfume. 14 - Jewelry, watches, diamonds. 16 - Fountain pens, ink pens, ball-point pens. 18 - Handbags. 21 - Decorative crystal, china ornaments, china dishes. 25 - Clothing belts, clothing ties.	Published
United States of America	75/797796 13-Sep-1999		A and Design	16	Fountain pens, ink pens, ball-point pens.	Published
United States of America	75/797795 13-Sep-1999		A and Design	25	Clothing belts and clothing ties.	Published
United States of America	75/797792 13-Sep-1999		A and Design	14	Jewelry, diamonds, and watches.	Published
United States of America	75/797793 13-Sep-1999		A and Design	03	Perfume.	Allowed
United States of America	75/797794 13-Sep-1999		A and Design	18	Handbags.	Allowed

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