

04-11-2001

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

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



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03-27-2001

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. Patent & TMOs/TM Mail Rpt Dt. #72

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

Submission Type

3-27-01

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

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

03 05 2001

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

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 Assignment.)

Citizenship/State of Incorporation/Organization

04/11/2001 GTON11 00000021 75912205

FOR OFFICE USE ONLY

04/11/2001 GTON11 0000103832

01 FC:481 40.00 DP
02 FC:482 25.00 DP

CHECK Refund Total: \$15.00

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

REEL: 002267 FRAME: 0474

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

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Number of Properties

Enter the total number of properties involved.

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Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

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.

Jay E. Pietiq

Name of Person Signing

Signature

3-26-01

Date Signed

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CONTINUATION
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of March 5, 2001, is by and between ITRAVEL, Inc., a Kansas corporation; iTravel.com, Inc., a Kansas corporation; and 401play.com, Inc., a Delaware corporation (collectively and individually, the "Company"); and Lillian K. Hoy and Sharon H. Freeman; Marsha M. Kobe-Harmon, Trustee of Marsha M. Kobe-Harmon Revocable Trust dated April 25, 1996; Polsinelli Shalton & Welte, A Professional Corporation; Robert G. Kobe (who, together with any other and any additional secured party benefited hereby, and their respective successors and assigns, are collectively referred to herein as the "Secured Parties").

RECITALS:

WHEREAS, the Company is borrowing monies from the Secured Parties; and

WHEREAS, the Company is required to execute this Security Agreement in order to secure the Company's payment of such obligations to the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Grant of Security Interest. Each Company hereby grants to the Secured Parties a security interest (the "Security Interest") in and a lien on all of the Company's right, title and interest in and to all of the assets and properties of the Company, including, without limitation, the following property, wherever located, and whether now owned or hereafter acquired or arising (collectively, the "Collateral"):

(a) All Accounts, Inventory, General Intangibles (including, without limitation, all confidential information, trade secrets technology, domain names (and registrations thereof), patents, patent applications, trademarks, trademark applications, trade names, service marks and service mark applications and copyrights and, the goodwill and rights associated therewith, including, without limitation, those domain names and marks set forth on Exhibit B attached hereto), Goods, Chattel Paper, Documents, Chattel Paper, Instruments, Machinery and Equipment, whether or not affixed to realty, Fixtures (including, without limitation, trade fixtures, furniture, furnishings and leasehold improvements), Investment Property, licenses, contract rights, raw materials, work in process, finished goods and vehicles;

(b) All books, records, ledger cards, data processing records, computer software and code and other property at any time evidencing or relating to any of the foregoing or the business or operations of the Company;

(c) All parts, accessories, attachments, special tools, additions, replacements, substitutions and accessions to or for any of the foregoing; and

(d) All of the capital stock of iTravel.com, Inc. and 401play.com, Inc.

(e) All Proceeds and products of the foregoing in any form, including, without limitation, amounts payable under any policies of insurance insuring the foregoing against loss or damage.

Capitalized terms that are not otherwise defined in this Agreement shall have the meaning assigned thereto under the applicable Uniform Commercial Code.

2. Obligations Secured.

(a) The Security Interest granted by the Company to the Secured Parties pursuant to this Agreement shall secure, on a *pro rata* and *pari passu* basis, the specific obligations initially listed on Exhibit A attached hereto plus all other Promissory Notes that may be issued by the Company on or before March 31, 2001 of like tenor to the Promissory Notes initially listed on Exhibit A (up to a maximum \$1,200,000 of principal balance secured hereby) (together with all other obligations of the Company that may be added pursuant to Section 2(b) below, and all renewals, extensions, amendments, modifications and substitutions thereof, the "Obligations").

(b) Upon the issuance by the Company of any such additional Promissory Notes, the payee thereunder shall become a "Secured Party" under this Agreement by executing and delivering to the Company and the Collateral Agent (defined in Section 14 below), a copy of Exhibit C attached hereto, whereupon the Collateral Agent and ITRAVEL, Inc. shall amend Exhibit A hereto accordingly.

3. Subordination of Security Interest. The Company and the Secured Parties hereby acknowledge and agree that the Security Interest granted in this Agreement is subject and subordinate to certain now existing perfected security interests created by the Company in favor of certain other creditors.

4. Representations and Warranties of Company. Each Company hereby represents and warrants to the Secured Parties as follows:

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Kansas or Delaware, as the case may be, and has the corporate power and authority to carry on the business now being conducted by it. The execution and delivery of this Agreement and the performance and observance of the provisions hereof have been authorized by all necessary corporate actions of the Company.

(b) The Company has the unconditional authority to grant the security interest provided herein, and assuming that all necessary Uniform Commercial Code filings have been made, the Secured Parties will have an enforceable and first priority perfected security interest in all of the Collateral, except as set forth in Section 3 above.

(c) Except for this Agreement and as set forth in Section 3 above, the Company has not encumbered, assigned, pledged, or otherwise transferred or granted to any person or entity a security interest in the Collateral, or any part thereof.

(d) The Company has the full power and authority to make, execute, deliver, perform and consummate this Agreement.

(e) Each Account which constitutes a part of the Collateral is genuine and enforceable in accordance with its terms and represents a bona fide indebtedness owed to the Company by the account debtor obligated thereon. If any Account is evidenced by an Instrument, said Instrument shall be delivered by the Company to the Collateral Agent immediately upon receipt thereof by the Company.

(f) The Company is engaged in business operations which are, in whole or in part, carried on at the following address only: 4550 West 109th Street, Suite 200, Overland Park, Kansas 66211.

(g) All representations made by the Company to the Secured Parties, and all documents and schedules given by the Company to the Secured Parties relating to the description, quantity, quality, condition, valuation or location of Collateral are true and correct. The Collateral is located only at the address or addresses of the Company set forth in Section 4(f) above and the Collateral is insured as required under this Agreement.

5. Affirmative Covenants. So long as any part of the Obligations remain unpaid or this Agreement remains in effect, the Company shall comply with the covenants listed below:

(a) The Company shall promptly notify the Collateral Agent in writing of the existence of any Account as to which the perfection, enforceability or validity of the Security Interest, right or ability to obtain direct payment to the Secured Parties of the proceeds of such Account, is governed by any federal or state statutory requirements other than those of the Uniform Commercial Code.

(b) The Company shall maintain, at its own cost and expense, accurate and complete books and records with respect to the Collateral, in form satisfactory to the Collateral Agent, and the Company shall mark all of its books and records to indicate the Security Interest in the Collateral, including, without limitation, notation of the Security Interest on the Company's financial statements.

(c) If any Inventory remains in the hands or control of any third party, the Company shall notify such third party of the Security Interest in the Inventory and shall instruct such party to hold such Inventory for the account of the Secured Parties and subject to the instructions of the Collateral Agent.

(d) The Company shall at all reasonable times and from time to time permit the Secured Parties or their representatives to inspect the Collateral and to examine and make extracts from, or copies of, any of the Company's books, ledgers, reports, correspondence and other records.

(e) The Secured Parties shall have the right to verify all or any Collateral in any manner and through any medium the Secured Parties may consider appropriate and the Company agrees to furnish all assistance and information and perform any acts which the Secured Parties may require in connection therewith.

(f) The Company shall maintain or cause to be maintained, with reputable insurers reasonably approved by the Secured Parties, insurance with respect to the Company's properties and business against such casualties and contingencies, of such types and in such amounts as is reasonably required by the Secured Parties. All such policies shall include appropriate endorsements designating the Collateral Agent as a lender loss payee with respect to the Collateral. Company shall use commercially reasonable efforts to cause each policy to provide that if the policy is canceled for any reason whatsoever, if any substantial change is made in the coverage which effects the Secured Parties, or if such policy is allowed to lapse or non-renew, such cancellation, change, lapse or non-renewal shall not be effective as to the Secured Parties until thirty (30) days after receipt by the Secured Parties of written notice thereof from the insurer issuing such policy.

(g) If requested by the Collateral Agent, the Company shall use its commercially reasonable efforts to obtain from each landlord from which the Company leases real property upon which Collateral is located a landlord's lien waiver and assignment of lease in form acceptable to the Collateral Agent.

(h) The Company shall promptly notify the Collateral Agent of any material change in the operating condition or the assets of the Company which may affect the value of the Collateral secured by this Agreement.

(i) The Collateral shall remain in the Company's possession or control at all times at the Company's risk of loss and be kept at the Company's place of business except for its temporary removal in connection with its ordinary use, unless the Company notifies the Collateral Agent in writing and the Collateral Agent consents in writing in advance of its removal to another location.

(j) The Company shall promptly notify the Collateral Agent of any loss of or material damage to any Collateral.

(k) The Company shall promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest granted herein.

(l) The Company shall from time to time take such actions and execute such financing statements and continuation statements as the Secured Parties may reasonably require in order to perfect or continue the perfection of the Security Interest herein granted.

(m) The Company shall execute, deliver or endorse any and all instruments, documents, assignments, security agreements and other agreements and writings which the Secured Parties may at any time reasonably request in order to secure, protect, perfect or enforce this Security Interest and the Secured Parties' rights under this Agreement.

6. Negative Covenants. So long as any part of the Obligations remain unpaid, or this Agreement remains in effect, without the prior written consent of the Secured Parties, the Company shall not:

(a) Change the location of its office or the location of any of the Collateral without giving the Collateral Agent at least thirty (30) days prior written notice of such change.

(b) Except for the Security Interest created hereby and the security interests referenced in Section 3, create, incur, assume or suffer to exist any mortgage, security interest, lien or other encumbrance upon any of the Collateral, whether now owned or hereafter acquired.

(c) Use the Collateral in violation of any provision of this Agreement, of any applicable law, statute, regulation or ordinance, or of any policy insuring the Collateral.

(d) Change its name without giving at least thirty (30) days prior written notice of its proposed new name to the Collateral Agent, together with delivery to the Collateral Agent of UCC-1 financing statements reflecting the Company's new name, all in form and substance satisfactory to the Collateral Agent.

(e) Sell, assign or otherwise transfer or dispose of the Collateral or any interest therein, except in the ordinary course of business.

7. Secured Parties' Right to Perform. If the Company fails to perform any of its obligations under this Agreement or under any document evidencing the Obligations, the Secured Parties may, without giving notice to or obtaining the consent of the Company, perform that obligation on behalf of the Company, as applicable, including, without limitation, obtaining insurance coverage on the Collateral and satisfying liens encumbering the Collateral. The Company shall reimburse the Secured Parties on demand for all reasonable expenses they incur in performing such obligations and will pay the Secured Parties interest thereon from the date of such demand at the rate of fifteen percent (15%) per annum. The Secured Parties shall not be required to perform any obligation of the Company hereunder or under any document evidencing the Obligations. If the Secured Parties elect to perform such obligation, such performance shall not constitute a waiver by the Secured Parties of their right to exercise various rights and remedies under this Agreement or any other document evidencing the Obligations.

8. Events of Default. Upon the occurrence of any of the following events (each, an "Event of Default"), any part or all of the Obligations shall, at the option of the Secured Parties, become immediately due and payable without notice or demand upon the Company and the Secured Parties shall be entitled to exercise all rights and remedies available to the Secured Parties under the document evidencing any of the Obligations and under applicable law:

(a) if a default shall occur or exist as set forth in the documentation for any of the Obligations;

(b) any representation or warranty of the Company in this Agreement shall have been or be materially false or misleading when made; or

(c) the Company has defaulted in any material respect in the due observance or performance of any covenant, term or agreement contained in this Agreement.

9. Rights and Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Parties may, in their commercially reasonable discretion and, except as otherwise expressly set forth herein, without further demand or notice of any kind, pursue any or all of their rights and remedies under this Agreement or under any document evidencing the Obligations, at law or in equity, in such order and manner as the Secured Parties may elect in their commercially reasonable discretion, including, without limitation, declaring all obligations to be immediately due and payable, without presentment, protest or notice of any kind to the Company or any other person (all of which are hereby expressly waived by the Company). Subject to Section 3 above, the Secured Parties shall have all rights and remedies of a secured party under applicable provisions of the Uniform Commercial Code, including, without limitation, the following rights and remedies (which shall be exercised in a commercially reasonable manner):

(a) Upon the occurrence of an Event of Default: (i) upon reasonable notice from the Secured Parties, the Secured Parties may receive, open, dispose of, and notify the postal authorities to change the address of, mail directed to the Company, and (ii) upon reasonable notice from the Secured Parties, the Company shall forthwith deliver, at such place as the Secured Parties shall designate, all proceeds of the Collateral and all books, records, agreements, leases, documents and instruments evidencing or relating to the Collateral.

(b) Upon the occurrence of an Event of Default, without notice or demand on the Company, the Secured Parties shall have the right to notify the Account debtors obligated on any or all of the Company's Accounts to make payment thereof directly to the Secured Parties, and to take control of all proceeds of any such Accounts, and the Secured Parties shall have the right to take all actions the Secured Parties consider necessary or advisable to collect upon the Accounts, including, without limitation, prosecuting actions against or selling or comprising disputes and claims with the Company's Account obligors and debtors. Until such time as the Secured Parties elect to exercise such right, the Company is authorized, as an agent of the Secured Parties, to collect on the aforesaid Accounts. The cost of such collection and enforcement, including attorneys' fees and out-of-pocket expenses, shall be borne solely by the Company whether the same are incurred by the Secured Parties or the Company.

(c) If all or any part of the Obligations are not paid at maturity, whether by acceleration or otherwise, the Company, upon demand by the Secured Parties, shall deliver the Collateral and the proceeds of the Collateral to the Secured Parties at such

place as the Secured Parties may designate, and the Secured Parties may dispose of the Collateral in any commercially reasonable manner. Any notification required to be given by the Secured Parties to the Company regarding any sale or other disposition of the Collateral shall be considered reasonable if mailed at least ten (10) days before the sale or other disposition.

(d) If all or any part of the Obligations are not paid at maturity, whether by acceleration or otherwise, the Secured Parties shall have the right (but not the obligation) to continue to complete any operations in connection with any part of the Collateral, and for such purpose, to enter and remain upon or in any land or buildings that are possessed by the Company or that the Company has the right to possess or use. The Company will reimburse the Secured Parties on demand for any expense they incur in connection therewith and will pay to the Secured Parties interest thereon at the rate of fifteen percent (15%) per annum from the date of such demand.

(e) The proceeds of any sale or collection of all or any part of the Collateral or proceeds shall be applied by Secured Parties first toward the payment of any and all costs or expenses and attorneys' fees and costs or expenses thereby incurred by Secured Parties in enforcing this Agreement and foreclosing on the collateral, then toward the Company's unpaid payroll tax obligations (if any), and next toward payment of all of the Obligations on a *pro rata* and *pari passu* basis; provided that Pledgor shall be credited with the net proceeds of such sale (as the case may be) only when such proceeds are actually received by Pledgees.

10. Rights and Remedies Not Exclusive. Notwithstanding any provision in this Agreement or in any document evidencing the Obligations to the contrary, the rights and remedies provided herein and therein and in all other agreements, instruments and documents delivered pursuant hereto are cumulative and are in addition to and not exclusive of any rights or remedies provided by law or under the principles of equity, including, without limitation, the rights and remedies of the Secured Parties under the Uniform Commercial Code, and all such rights and remedies may be enforced partially, successively, alternatively or concurrently, and any action by the Collateral Agent or Secured Parties to enforce any of their rights and/or remedies shall not stop or prevent the Collateral Agent or the Secured Parties from pursuing any other right or remedy which they may have hereunder or by law.

11. Miscellaneous Rights of the Secured Parties. In addition to any rights granted to the Secured Parties under any document evidencing the Obligations, upon the occurrence and during the continuation of an Event of Default, without notice and at the expense of the Company, the Secured Parties may, but shall not be obligated to:

(a) notify any person obligated on any of the Collateral of the Secured Parties' rights under this Agreement and enforce any or all such rights; and

(b) insure, protect, defend and preserve the Collateral or any rights or interests of the Secured Parties with regard to any of the Collateral, including, without limitation, the filing and prosecution of any third party claim or other legal action or proceeding

which the Secured Parties reasonably deem necessary or desirable to protect the Secured Parties' rights, interests or priorities with respect to any of the Collateral.

The Collateral Agent and the Secured Parties shall have no duty or obligation whatsoever to make or give any presentments, demands for performance, notices of nonperformance, notices of protest or notices of dishonor in connection with any of the Collateral or to take any other action to preserve, protect or defend any of the Collateral or to preserve any value or utility of any of the Collateral.

12. Power of Attorney. The Company hereby irrevocably appoints the Collateral Agent as the Company's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact the Collateral Agent may, without the obligation to do so, in the names of the Secured Parties or in the name of the Company, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary or desirable to create, perfect or preserve any Secured Party's Security Interest in any of the Collateral, and take after and during an Event of Default under this Agreement, any other action specified in this Agreement.

13. Additional Rights of the Secured Parties on Default. Upon the occurrence of an Event of Default under this Agreement and so long as such Event of Default continues and Secured Parties act in a commercially reasonable manner, then in addition to exercising any and all other rights and remedies granted to the Secured Parties under this Agreement, the Uniform Commercial Code of the State of Kansas, as amended or recodified from time to time, or otherwise by law, without presentment, demand, protest or notice of any kind to the Company or any other person:

(a) The Collateral Agent may: (i) enter upon the Company's business premises (or other place where any of the Collateral may be located) and take possession of, assemble, sell, dispose, collect, and move any or all of the Collateral, or render such Collateral unusable, and store any of the Collateral at locations acceptable to the Collateral Agent, at the Company's expense; (ii) require that the Company assemble any or all of the Collateral and make it available at a mutually convenient place designated by the Collateral Agent so as to permit the Secured Parties to take possession of, move, store, sell or dispose of such Collateral; (iii) sell, assign and deliver (at the Company's place of business or any other place permitted by law) all or any part of the Collateral at public or private sales, for cash or on credit, to a wholesaler, retailer or user of each type of Collateral or at public auction, each of which the Company agrees constitute commercially reasonable methods of disposing of the Collateral; (iv) bid and become purchaser at any public sale or auction of the Collateral; and (v) apply any Collateral or other security available for satisfaction of any or all Obligations to the payment of any expenses incurred or paid by the Collateral Agent or the Secured Parties in connection with any use, sale, transfer or delivery of such Collateral, or any other costs, charges, reasonable attorneys' fees, or other expenses incurred or paid by the Secured Parties in connection therewith; and

(b) The Collateral Agent may, either in the name of the Secured Parties or as the Company's attorney-in-fact, for the account of the Company and at the Company's

expense: (i) operate, consume, sell or dispose of the Collateral as the Collateral Agent deems appropriate for the purpose of satisfying any or all of the Obligations; (ii) enter into any extension, settlement or compromise or any other agreement relating to or affecting any of the Collateral, and in connection therewith the Collateral Agent may (A) sell, transfer, dispose of, release, discharge or surrender control of any of the Collateral; (B) accept other property in exchange for any of the Collateral; (C) take such action as the Collateral Agent may deem proper; and (D) apply any money or property received in exchange for any of the Collateral to any of the Obligations; (iii) make any compromise or settlement which the Collateral Agent may deem desirable or proper with respect to any of the Collateral or any controversies or disputes relating to the Collateral, and release any of the Collateral and any persons liable on any of the Collateral; (iv) endorse, deliver evidences of title, receive, enforce and collect by legal action or otherwise all Obligations now or hereafter owing in connection with or on account of any or all of the Collateral; and (v) enforce, adjust and receive payment or performance in connection with any insurance claims, claims for breach of warranty, claims under any letters of credit, instruments, documents of title, chattel paper or contracts and similar matters concerning any of the Collateral; and

(c) the Collateral Agent may exercise any and all other rights, powers and remedies which the Company would have, but for this Agreement, in connection with the Collateral.

14. Collateral Agent. Lillian K. Hoy is hereby appointed by the Secured Parties to serve as the collateral agent of the Secured Parties (the "Collateral Agent"). Lillian K. Hoy (or any successor) may resign from such position at any time upon 10 days advance written notice to all Secured Parties and may be removed by the Secured Parties at any time. Upon the death, resignation or removal of Lillian K. Hoy (or any successor), the Secured Parties shall promptly appoint a new Collateral Agent.

15. Actions of Secured Parties. Subject to Section 19 below, all decisions, consents and actions of the Secured Parties under this Agreement shall be made or taken by the holders of a majority of the outstanding principal balances of the Obligations (other than those to Travelbyus, Inc. or its affiliates) then secured hereby. In each instance in this Agreement where the approval or consent of the Secured Parties is required, such approval or consent may be given or withheld for any or no reason, in the commercially reasonable discretion of the Secured Parties.

16. Affirmative Covenant of Secured Parties. Each Secured Party covenants and agrees that the Collateral Agent shall not be liable to any Secured Party for any action or inaction of the Collateral Agent in such capacity, except for any action or inaction constituting willful misconduct by the Collateral Agent in his capacity as the Collateral Agent under this Agreement.

17. No Responsibility. The Company acknowledges that the Secured Parties have no responsibility for, and does not assume any of, the Company's or Debtor's obligations or duties under any agreement, document of title, instrument, general intangible or other contract or obligation which is part of the Collateral or any obligation relating to the acquisition, preparation or holding of the Collateral.

18. Expenses. The Company shall reimburse the Collateral Agent and the Secured Parties on demand for all reasonable attorney's fees, legal expenses and other expenses that it or they incur in protecting and enforcing their rights under this Agreement, including, without limitation, fees and expenses incurred in trying to take possession of Collateral from the Company, a trustee or receiver in bankruptcy, or any other person, together with interest thereon at the rate of twelve percent (12%) per annum from the date of such demand. The Secured Parties may apply any proceeds of collection or disposition of Collateral to such reasonable attorney's fees, legal expenses and other expenses.

19. Amendments. This Agreement cannot be changed or amended orally, but only by an agreement in writing, signed by the Company and the Secured Parties (acting pursuant to Section 15 above); provided, however, that (i) no amendment of this Agreement that deletes an Obligation from Exhibit A shall be effective unless approved by the applicable Secured Party and (ii) ITRAVEL, Inc. and the Collateral Agent may add obligations to Exhibit A as provided in Section 2.

20. Notices. Any notice given pursuant to this Agreement shall be in writing and served at the address specified beneath such person's signature below or on the applicable Exhibit C (or such other address as may be specified by the party pursuant to this Section).

21. Further Documents. The Company shall at any time, and from time to time, upon the written request of the Collateral Agent, execute and deliver such further documents and do such further acts and things as the Collateral Agent may reasonably request to effect the purposes of this Agreement or any of the documents evidencing the Obligations.

22. Return of Collateral. Upon the satisfaction in full of all Obligations and all additional costs and expenses of the Secured Parties as provided herein, this Agreement shall terminate and the Secured Parties shall deliver to the Company, at the Company's expense, such of the Collateral as shall not have been sold or otherwise applied pursuant to this Agreement.

23. Specific Performance. The Company acknowledges that a breach of any of its covenants set forth in this Agreement may cause irreparable injury to the Secured Parties; that the Secured Parties will have no adequate remedy at law with respect to such breach; and that, as a consequence thereof, all of the Company's covenants set forth in this Agreement shall be specifically enforceable against the Company, and the Company hereby waives, to the extent such waiver is enforceable under law, and shall not assert, any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred.

24. No Waiver. No course of dealing between the Company and the Secured Parties, nor any failure to exercise, nor any delay in exercising any right, remedy, power or privilege of the Secured Parties hereunder or under any document evidencing the Obligations shall operate as a waiver thereof nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other remedy or the further exercise thereof or the exercise of any other right, remedy, power or privilege.

25. Severability. The provisions of this Agreement are severable, and if any clause or provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision or part thereof in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision in this Agreement in any jurisdiction.

26. Governing Law: Construction. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas, without giving effect to the conflicts of law principles thereof.

27. Jurisdiction and Venue. The parties agree that the proper jurisdiction and venue for any and all actions or legal proceedings arising under or relating to this Agreement shall be in Johnson County, Kansas.

28. Conflict Among Provisions. In the event of a conflict between any provision of this Agreement and the provisions of any other document, instrument or agreement which grants the Secured Parties a security interest in all or any part of the Collateral, the provisions of this Agreement shall control.

29. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal and legal representatives, executors, successors, transferees and permitted assigns; provided, however, that the Company shall not be permitted to assign any of its obligations hereunder.

30. Counterparts; Facsimile Transmission. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be delivered by facsimile transmission.

31. Time. Time is of the essence of each term in this Agreement.

32. Headings. All headings appearing in this Agreement are for convenience only and shall be disregarded in construing this Agreement.

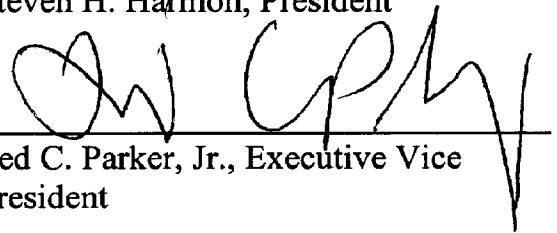
33. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ACKNOWLEDGING THAT THE CONSEQUENCES OF SAID WAIVER ARE FULLY UNDERSTOOD, THE COMPANY HEREBY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY, THE RIGHT TO INTERPOSE ANY DEFENSE BASED UPON ANY STATUTE OF LIMITATIONS, ANY CLAIM OF LACHES AND ANY SET-OFF OR COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY ACTION OR PROCEEDING INSTITUTED AGAINST THE COMPANY OR ANY OTHER PERSON LIABLE ON THE OBLIGATIONS.

IN WITNESS WHEREOF, the Company and the Secured Parties have executed and delivered this Agreement as of the date first above written.

THE COMPANY:

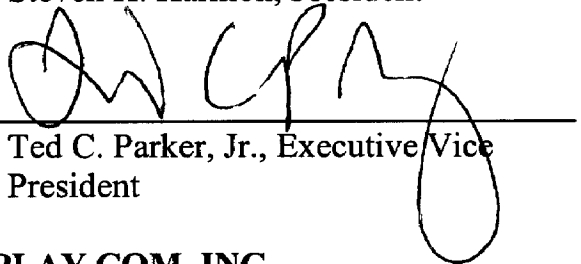
ITRAVEL, INC.

By: 
Steven H. Harmon, President

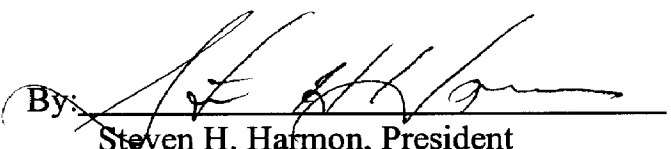
By: 
Ted C. Parker, Jr., Executive Vice
President

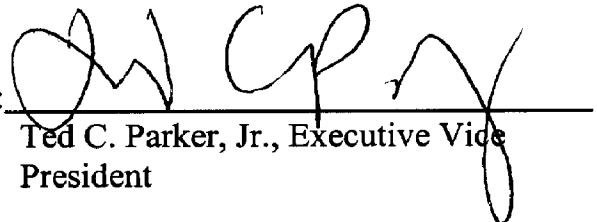
ITRAVEL.COM, INC.

By: 
Steven H. Harmon, President

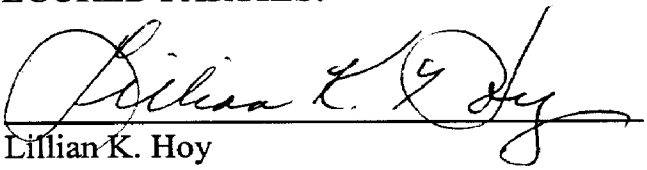
By: 
Ted C. Parker, Jr., Executive Vice
President

401PLAY.COM, INC.

By: 
Steven H. Harmon, President

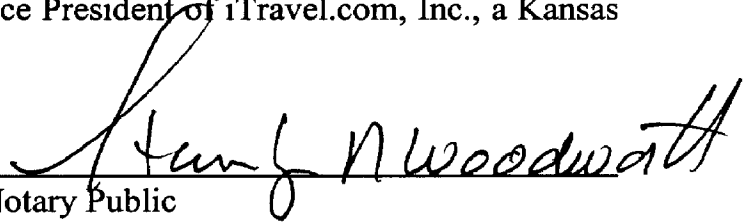
By: 
Ted C. Parker, Jr., Executive Vice
President

THE SECURED PARTIES:


Lillian K. Hoy
Address: 3801 Shawnee Mission Parkway
Fairway, Kansas 66205

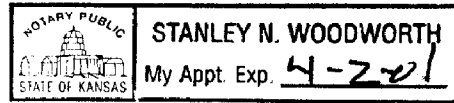
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on March 5, 2001 by Steven H. Harmon and Ted C. Parker, Jr., as President and Executive Vice President of iTravel.com, Inc., a Kansas corporation.


Notary Public

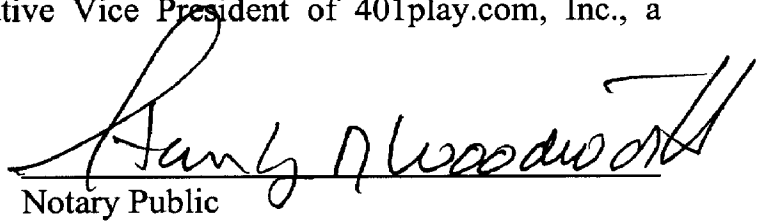
Print Name: _____

My Commission Expires:



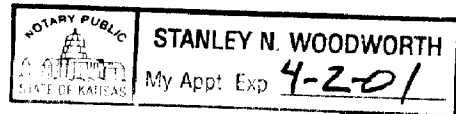
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on March 5, 2001 by Steven H. Harmon and Ted C. Parker, Jr., as President and Executive Vice President of 401play.com, Inc., a Delaware corporation.


Notary Public

Print Name: _____

My Commission Expires:



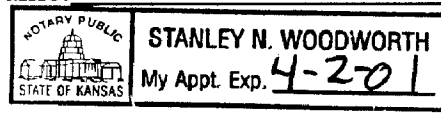
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on March 12th, 2001 by Lillian K. Hoy.

Stanley N. Woodworth
Notary Public

Print Name: _____

My Commission Expires:



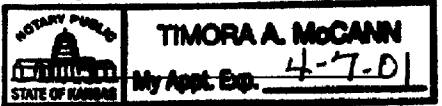
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on March 8, 2001 by Timothy Sear, a director of Polsinelli Shalton & Welte, A Professional Corporation, existing under the laws of Missouri.

Timora A. McCann
Notary Public

Print Name: _____

My Commission Expires:



MISSOURI
STATE OF ~~KANSAS~~)
 JACKSON) ss.
COUNTY OF ~~JOHNSON~~)

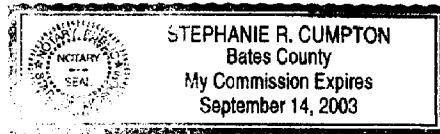
This instrument was acknowledged before me on March 13, 2001 by Marsha M. Kobe-Harmon, as Trustee of Marsha M. Kobe-Harmon Revocable Trust dated April 25, 1996.

Stephanie R. Cumpton
Notary Public

Print Name: Stephanie R. Cumpton

My Commission Expires:

September 14, 2003



MISSOURI
STATE OF ~~KANSAS~~)
 JACKSON) ss.
COUNTY OF ~~JOHNSON~~)

This instrument was acknowledged before me on March 13, 2001 by Robert G. Kobe.

Stephanie R. Cumpton
Notary Public

Print Name: Stephanie R. Cumpton

My Commission Expires:

September 14, 2003

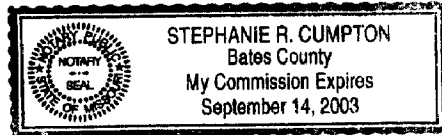


EXHIBIT A TO SECURITY AGREEMENT

Obligations Secured

1. \$50,000 Promissory Note dated March 2, 2001 made by the Company to Lillian K. Hoy and Sharon H. Freeman.
2. \$50,000 Promissory Note dated March 5, 2001 made by the Company to Marsha M. Kobe-Harmon, Trustee under Marsha M. Kobe-Harmon Revocable Trust dated April 25, 1996.
3. \$25,000 Promissory Note dated March 2, 2001 made by the Company to Polsinelli Shalton & Welte (legal fees and expenses incurred from March 2, 2001 through March 31, 2001).
4. \$50,000 Promissory Note dated March 5, 2001 made by the Company to Robert G. Kobe.

EXHIBIT B TO SECURITY AGREEMENT

LIST OF DOMAIN NAMES, TRADENAMES, TRADEMARKS AND SERVICE MARKS

Marks

iTravel (with globe)	Registration No. 2,255,331
Propelus	Serial No. 75/912,205
iTravel (without globe)	
Mutual Fun Company	
A Mutual Fun Company	
iTravel.com	
Digital Dollars (design)	
Digital Dollars	
401play	
iTravel401play	
40iplay.com	
iTravel for Fun	
iTravel4Fun	
iTravel Premier	
iTravel Smart	

Domain Names

itravel4fun.com	itravelforfun.com
itravel2paradise.com	itraveltoparadise.com
itravelsmart.net	iflyitravel.com
itravelbusiness.com	itravelcorporate.com
itraveldaily.com	itraveleasy.com
itravelexperience.com	itravelforpleasure.com
itravelleisure.com	itravelweb.com
itravelweekly.com	401play.com
itravelmyway.com	my401play.com
my401play.net	propellus.com
propelus.net	itravelpremiere.com
itravelpremiere.net	itravel.com
itravel.net	

EXHIBIT C TO SECURITY AGREEMENT

**ADOPTION OF
SECURITY AGREEMENT**

The undersigned payee of a Promissory Note issued by ITRAVEL, Inc., iTravel.com, Inc. and 401play.com, Inc. (the "Company") does hereby adopt and agree to be bound and benefited by the Security Agreement dated March 5, 2001 among the Company and the persons listed as Secured Parties thereto.

Dated: March _____, 2001

Name of Payee

Signature

Address:

RECEIPT ACKNOWLEDGED:

ITRAVEL, INC.

By: _____

Title: _____

CURRENT COLLATERAL AGENT

Print Name: _____

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SNWOO 153038