



12-19-2001



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Travel Newco, LLC

12.13.01

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 9/28/01

2. Name and address of receiving party(ies)

Name: Fleet National Bank Internal Address:

Street Address: 100 Federal Street City: Boston State: MA Zip: 02110

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

75836978

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kathryn H. Lantz Internal Address:

Street Address: 111 Huntington Avenue City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: 49

7. Total fee (37 CFR 3.41): \$ 1,240.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

16/00085

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Kathryn H. Lantz Name of Person Signing

Signature

12/11/01 Date

Total number of pages including cover sheet, attachments, and document: 61

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

12/18/2001 01 FC:481 02 FC:482

TDIAZI 00000046 75836978 40.00 DP 1200.00 DP



TRADEMARK
APPLICATION/REGISTRATION
NUMBER

1.	75/836978
2.	76/058731
3.	76/058732
4.	76/075110
5.	76/115383
6.	76/132816
7.	76/222634
8.	1257941-P
9.	862432
10.	1083941
11.	1180111
12.	1683759
13.	1683759
14.	1741222
15.	1783131
16.	1810721
17.	1927258
18.	1932650
19.	1938311
20.	1939585
21.	1950693
22.	1992465

23.	2000688
24.	2115994
25.	2136020
26.	2158249
27.	2158575
28.	2161440
29.	2170775
30.	2188795
31.	2191080
32.	2194730
33.	2200965
34.	2206393
35.	2216161
36.	2242660
37.	2243177
38.	2253936
39.	2257532
40.	2270808
41.	2276552
42.	2281504
43.	2366654
44.	2378247

45.	2381255
46.	2433608
47.	11950130
48.	17004925
49.	22666378

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of September 28, 2001, is by and between each of the undersigned debtors (hereinafter collectively referred to as the "Debtors"), Fleet National Bank, individually and as administrative agent (the "Administrative Agent") for the Lenders under the Credit Agreement described below, having an address at 100 Federal Street, Boston, Massachusetts 02110. The Administrative Agent and the Lenders are herein collectively referred to from time to time as the "Secured Parties".

WITNESSETH:

WHEREAS, each Debtor is either the borrower or a guarantor under the terms of a Credit Agreement among Travel Newco, LLC, a Delaware limited liability company (the "Borrower"), the guarantors party thereto (together with the Borrower, the "Credit Parties"), the Lenders party thereto, Canadian Imperial Bank of Commerce, as Syndication Agent, and the Administrative Agent (as amended from time to time, the "Credit Agreement"), pursuant to which the Lenders agreed, subject to the terms and conditions set forth therein, to make certain Loans to the Borrower (as defined in the Credit Agreement) and the Administrative Agent agreed, subject to the terms and conditions set forth therein, to issue Letters of Credit (as defined in the Credit Agreement) for the account of the Borrower; and

WHEREAS, the obligations of the Secured Parties to enter into the Credit Agreement, of the Lenders to make the Loans and of the Administrative Agent to issue the Letters of Credit are subject to the condition, among others, that each Debtor shall execute and deliver this Agreement and grant the security interest hereinafter described;

NOW THEREFORE, in consideration of the willingness of the Secured Parties to enter into the Credit Agreement and of the Lenders to agree, subject to the terms and conditions set forth therein, to make the Loans and of the Administrative Agent, subject to the terms and conditions set forth therein, to issue the Letters of Credit to the Borrower pursuant thereto, and for other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed, with the intent to be legally bound, as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms shall have the meanings ascribed to them in the Credit Agreement.
2. Security Interest. As security for the Secured Obligations described in Section 3 hereof, each Debtor hereby grants to the Administrative Agent for itself and for the benefit of the other Secured Parties a security interest in and lien on all of the tangible and intangible personal property and fixtures of such Debtor, including without limitation the property described below, whether now owned or existing or hereafter acquired or arising, together with any and all additions thereto and replacements therefor and proceeds and products thereof (hereinafter referred to collectively as the "Collateral");

(a) all tangible personal property, including without limitation all present and future goods, inventory (including, without limitation, all printed materials, merchandise, raw materials, work in process, finished goods and supplies), equipment, merchandise, furniture, fixtures, office supplies, motor vehicles, machinery, paper, tools, computers, computer software and associated equipment now owned or hereafter acquired, including, without limitation, the tangible personal property used in the operation of the businesses of such Debtor;

(b) all rights under all present and future authorizations, permits, licenses and franchises issued, granted or licensed to such Debtor for the operation of its business;

(c) all patents issued or assigned to and all patent applications made by such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use patents owned by such third parties, including, without limitation, the patents, patent applications and licenses listed on Schedule II hereto, along with any and all (1) inventions and improvements described and claimed therein, (2) reissues, divisions, continuations, extensions and continuations-in-part thereof, (3) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (4) rights to sue for past, present and future infringements thereof, and (5) any other rights corresponding thereto throughout the world (collectively, "Patents");

(d) all trademarks (including service marks), federal and state trademark registrations and applications made by such Debtor, common law trademarks and trade names owned by or assigned to such Debtor, all registrations and applications for the foregoing and all exclusive and nonexclusive licenses from third parties of the right to use trademarks of such third parties, including, without limitation, the registrations, applications, unregistered trademarks, service marks and licenses listed on Schedule III hereto, along with any and all (1) renewals thereof, (2) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages, claims and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign trademarks, trademark registrations, and trade name applications for any thereof and any other rights corresponding thereto throughout the world (collectively, "Trademarks");

(e) all copyrights, whether statutory or common law, owned by or assigned to such Debtor, and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use copyrights owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule IV hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) foreign copyrights and any other rights corresponding thereto throughout the world (collectively, "Copyrights");

(f) all websites (including without limitation, all content, HTML documents, audiovisual material, software, data, copyrights, trademarks, patents and trade secrets relating to such websites) and domain names owned by or assigned to such Debtor and all exclusive and nonexclusive licenses to such Debtor from third parties or rights to use websites or domain

names owned by such third parties, including, without limitation, the registrations, applications and licenses listed on Schedule V hereto, along with any and all (1) renewals and extensions thereof, (2) income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (3) rights to sue for past, present and future infringements thereof, and (4) any other rights corresponding thereto throughout the world (collectively, "Websites and Domain Names");

(g) the entire goodwill of such Debtor's business and other general intangibles (including know-how, trade secrets, customer lists, proprietary information, inventions, domain names, methods, procedures and formulae) connected with the use of and symbolized by any Patents, Trademarks or Copyrights of such Debtor;

(h) any other intellectual property of such Debtor;

(i) all rights under all present and future vendor or customer contracts and all franchise, distribution, design, consulting, construction, engineering, management and advertising and related agreements;

(j) all rights under all present and future leases of real and personal property;
and

(k) all other personal property, including, without limitation, all present and future accounts (including health-care-insurance receivables), accounts receivable, cash, cash equivalents, deposits, deposit accounts, loss carry back, tax refunds, choses in action, commercial tort claims, investment property, securities, partnership interests, limited liability company interests, contracts, contract rights, general intangibles (including without limitation, all customer and advertiser mailing lists, trade secrets, trade names, domain names, software, payment intangibles, goodwill, customer lists, advertiser lists, catalogs and other printed materials, publications, indexes, lists, data and other documents and papers relating thereto, blueprints, designs, charts, and research and development, whether on paper, recorded electronically or otherwise), any information stored on any medium, including electronic medium, related to any of the personal property of such Debtor, all financial books and records and other books and records relating, in any manner, to the business of such Debtor, all proposals and cost estimates and rights to performance, all instruments and promissory notes, documents and chattel paper (whether tangible or electronic), all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) and all debts, obligations and liabilities in whatever form owing to such Debtor from any person, firm or corporation or any other legal entity, whether now existing or hereafter arising, now or hereafter received by or belonging or owing to such Debtor, and all guaranties and security therefor, and all letter of credit and other supporting obligations in respect of such debts, obligations and liabilities.

Any of the foregoing terms which are defined in the Uniform Commercial Code shall have the meaning provided in the Uniform Commercial Code of the State of Delaware, as amended and in effect from time to time, as supplemented and expanded by the foregoing.

3. Secured Obligations. The security interest hereby granted shall secure the due and punctual payment and performance of the following liabilities and obligations of the Debtors (herein called the "Secured Obligations"):

(a) Principal of and premium, if any, and interest on the Loans; and

(b) Any and all other obligations and indebtedness of any of the Credit Parties to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due or now existing or hereafter arising, including, without limitation, any and all Reimbursement Obligations, any and all other fees, premiums, penalties, any and all obligations of any of the Credit Parties to any of the Secured Parties under the Credit Agreement, any other Loan Document or under any Hedging Agreement permitted by the Credit Agreement, all as amended from time to time.

4. Perfection Certificate. Each of the Debtors has delivered to the Administrative Agent a Perfection Certificate in the form appended hereto as Schedule I. Each Debtor represents that the completed Perfection Certificate delivered to the Administrative Agent is true and correct in all material respects and the facts contained in such certificate are accurate in all material respects. Each Debtor shall supplement the Perfection Certificate promptly after obtaining information which would require a correction or addition to the Perfection Certificate.

5. Special Warranties and Covenants of the Debtors. Each Debtor hereby warrants and covenants to the Secured Parties that:

(a) Schedule I for each Debtor attached hereto accurately sets forth the following information for such Debtor: (i) the exact legal name of such Debtor; (ii) the type of organization of such Debtor; (iii) the jurisdiction of organization of such Debtor; (iv) the organizational identification number of such Debtor or, if the Debtor does have an organizational number, a statement that the Debtor has none; and (v) the chief executive office, any additional places of business and the current locations of all Collateral of such Debtor. No Debtor will (x) change its type of organization, jurisdiction of organization, or other legal structure, or (y) its chief executive office, any other place of business, or the location of any Collateral from the locations set forth in the respective Schedule I, or make any change in such Debtor's name or mailing address or organizational identification number if it has one, without, in the case of this clause (y), at least thirty (30) days' prior written notice to the Administrative Agent. If any Debtor does not have an organizational identification number and later obtains one, such Debtor will forthwith notify the Administrative Agent of such organizational identification number.

(b) Except for the security interest created hereunder and Permitted Liens, each Debtor is the owner of its Collateral free from any lien, security interest or encumbrance and each Debtor will defend its Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, except as permitted by the Credit Agreement. No Debtor holds any commercial tort claims, as defined in Article 9 of the Uniform Commercial Code, except as indicated on the respective Schedule I attached hereto. If any of the Debtors shall at any time acquire a commercial tort claim, such Debtor shall immediately notify the Administrative Agent in a writing signed by such Debtor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof.

all upon the terms of this Agreement, with such writing to be in form and substance reasonably satisfactory to the Administrative Agent.

(c) Except as permitted by the Credit Agreement or otherwise consented to in writing by the Secured Parties, no Debtor will sell or otherwise dispose of any Collateral or any interest therein nor will any Debtor create, incur or permit to exist any mortgage, lien, charge, encumbrance or security interest whatsoever with respect to any Collateral.

(d) Following the occurrence and during the continuance of an Event of Default, to the extent set forth in the Credit Agreement, the Administrative Agent may at its option discharge any taxes, liens, security interests or other encumbrances to which any Collateral is at any time subject (other than those permitted by the Credit Agreement), and may, upon the failure of the Debtors to do so in accordance with the Credit Agreement, purchase insurance on any Collateral and pay for the repair, maintenance or preservation thereof, and each Debtor agrees to reimburse the Administrative Agent on demand for any payments or expenses incurred by the Administrative Agent or the other Secured Parties pursuant to the foregoing authorization and any unreimbursed amounts shall constitute Secured Obligations for all purposes hereof.

(e) Except for certain of the agreements listed on Schedule 4.14 to the Credit Agreement which contain restrictions on transfer (the "Restricted Agreements"), no consent of any third party is required for any transfer by a Debtor to the Administrative Agent, or from the Administrative Agent to any third party of any Collateral following an Event of Default. After the occurrence of an Event of Default, each Debtor shall use its best efforts to facilitate the transfer of any Restricted Agreement to the Administrative Agent, a nominee of the Administrative Agent, or a third party assignee determined by the Administrative Agent.

(f) Each Debtor will promptly execute and deliver to the Administrative Agent such financing statements, certificates and other documents or instruments as may be necessary to enable the Administrative Agent to perfect or from time to time renew the security interest granted hereby, including, without limitation, such financing statements, certificates and other documents as may be necessary to perfect a security interest in any additional Collateral hereafter acquired by such Debtor or in any replacements or proceeds thereof. Each Debtor authorizes and appoints the Administrative Agent, in case of need, to execute such financing statements, certificates and other documents pertaining to the Secured Parties' security interest in the Collateral in its stead if such Debtor fails to so execute such documents, with full power of substitution, as such Debtor's attorney in fact. Each Debtor further agrees that a carbon, photographic or other reproduction of a security agreement or financing statement is sufficient as a financing statement under this Agreement.

(g) Each Debtor agrees that Administrative Agent may, at any time and from time to time file in any jurisdiction financing statements and amendments thereto that (i) indicate the Collateral (x) as all assets of the Debtors or words of similar effect, regardless of whether any particular asset falls within the scope of Article 9 of the Uniform Commercial Code of the State of Delaware or such jurisdiction or (y) as being of an equal or lesser scope or with greater detail and (ii) which contain any other information required by Article 9 of the Uniform Commercial Code (including Part 5 thereof) for the sufficiency or filing office acceptance of any financing

statement or amendment, including whether any Debtor is an organization, the type of organization and any organization identification number issued to such Debtor. The Debtors agree to furnish any such information to Administrative Agent promptly upon request.

(h) Each Debtor agrees that it will join the with the Administrative Agent in executing and, at its own expense, will file and refile, or permit the Administrative Agent to file and refile such financing statements, continuation statements and other documents (including, without limitation, this Agreement and licenses to use software and other property protected by copyright), in such offices (including, without limitation, the United States Patent and Trademark Office, appropriate state trademark offices, and the United States Copyright Office), as the Administrative Agent may reasonably deem necessary or appropriate in order to perfect and preserve the rights and interests granted to the Administrative Agent hereunder.

(i) The records concerning all accounts, accounts receivable and other intangible Collateral of each Debtor are and will be kept (and all billing and collection activities conducted by each such Debtor will at all times take place) at the address shown in the respective Schedule I pertaining to such Debtor as the chief executive office of such Debtor or as otherwise set forth in the Perfection Certificate.

(j) If any Collateral of any Debtor is at any time in the possession of a bailee, such Debtor shall promptly notify the Administrative Agent and, if requested by the Administrative Agent, the Debtors shall obtain an acknowledgment, in form and substance reasonably satisfactory to Administrative Agent, of any bailee having possession of any of the Collateral that such bailee holds such Collateral for Administrative Agent and shall act upon the instructions of the Administrative Agent, without further consent of the Debtors.

(k) Schedules II, III, IV and V hereto, respectively, are true, correct and complete lists as of the date hereof of all Patents, Trademarks, Copyrights and Websites and Domain Names owned by the Debtors.

(l) The Debtors are the sole and exclusive owners of the Websites and Domain Names listed on Schedule V hereto and have registered such domain names with Network Solutions, Inc. or the applicable authority which provides for the exclusive use by the Debtors of such domain names. The websites do not contain any material, the publication of which may result in (1) the violation of rights of any person or (2) a right of any person against the publisher or distributor of such material.

(m) The domain name servers used in connection with the Debtors' domain names are set forth on Schedule VI hereto. Such domain name servers are controlled by the companies set forth on Schedule VI hereto and located at the locations set forth on Schedule VI hereto. No Debtor will change such domain name servers without 30 days' prior notice to the Administrative Agent, provided, however, that the locations of such domain name servers shall not be changed.

(n) The administrative contacts at Network Solutions Inc. used in connection with the registration of the Debtors' domain names are set forth on Schedule VI hereto. No

Debtor will cause a change in the identity of such administrative contacts without 30 days' prior notice to the Administrative Agent.

(o) The Debtors shall, within 15 days after the end of each calendar quarter, provide written notice to the Administrative Agent of all applications for registration of Patents, Trademarks, Copyrights, or Websites and Domain Names, to the extent such applications exist, made during the preceding calendar quarter. The Debtors shall file and prosecute diligently all applications for Patents, Trademarks or Copyrights now or hereafter pending that would be necessary to the businesses of the Debtors to which any such applications pertain, and to do all acts necessary to preserve and maintain all rights in such Patents, Trademarks or Copyrights unless such Patents, Trademarks or Copyrights are not material to the Debtors' business, as reasonably determined by the Debtors consistent with prudent and commercially reasonable business practices. Any and all costs and expenses incurred in connection with any such actions shall be borne by the Debtors. Except in accordance with prudent and commercially reasonable business practices, the Debtors shall not abandon any right to file a Patent, Trademark or Copyright application or any pending Patent, Trademark or Copyright application or any Patent, Trademark or Copyright, in each case material to its business, without the consent of the Administrative Agent, or permit to lapse or become abandoned, settle or compromise any pending or future litigation or administrative proceeding with respect to any of the foregoing without the consent of the Administrative Agent.

(p) Each Debtor has made and will continue to make all necessary filings and recordations from time to time and use appropriate statutory notice to protect its interests in the Collateral, including, without limitation, registration of its Websites and Domain Names with the appropriate domain name registrars and the appropriate recordations of its interests in the Patents and Trademarks in the United States Patent and Trademark Office and in corresponding offices wherever it does business using such Patents and Trademarks throughout the world and its claims to Copyrights in the United States Copyright Office, and as otherwise requested from time to time by the Administrative Agent, but in any event all in a manner consistent with prudent and commercially reasonable business practices.

(q) Each Debtor will, promptly following its becoming aware thereof, notify the Administrative Agent of (i) any materially adverse determination in any proceeding in the United States Patent and Trademark Office or United States Copyright Office with respect to any Patent, Trademark or Copyright material to such Debtor's business; or (ii) any written claim received, the institution of any proceeding or any materially adverse determination in any federal, state, local or foreign court or administrative bodies regarding such Debtor's claim of ownership in or right to use any of the Collateral, its right to register any of the Collateral, or its right to keep and maintain such registration in full force and effect.

(r) Each Debtor will furnish to the Administrative Agent from time to time statements and amended schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as the Administrative Agent may from time to time reasonably request, all in reasonable detail.

(s) Without in any way limiting the obligation of the Debtors to obtain the consent of the Secured Parties to the opening of any deposit account in accordance with the

Credit Agreement, prior to establishing any deposit account or lockbox account with any institution other than the Administrative Agent, each Debtor will execute and deliver, and cause any such institution to execute and deliver, to the Administrative Agent a control agreement with respect to such deposit account or lockbox account in form and substance satisfactory to the Administrative Agent and take, or cause to be taken, any other actions deemed necessary by the Administrative Agent to obtain "control" of such deposit account (as such term is defined in Section 9-104 of the Uniform Commercial Code of the State of Delaware).

(t) If any Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Debtor, such Debtor shall promptly notify the Administrative Agent thereof and, at the request and option of the Administrative Agent, such Debtor shall either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Administrative Agent for itself and the benefit of the other Secured Parties of the proceeds of any drawing under the letter of credit or (ii) arrange for the Administrative Agent to become the transferee beneficiary of the letter of credit, with the Administrative Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in the Credit Agreement. In addition, if requested by the Administrative Agent, such Debtor shall deliver such letter of credit to the Administrative Agent.

(u) To the extent any account or contract or other writing relating thereto held by any Debtor is evidenced by a promissory note or other instrument or any Debtor otherwise holds or acquires possession of any promissory note or other instrument or any tangible chattel paper, such Debtor will deliver the same to the Administrative Agent to be held as Collateral hereunder, together with an endorsement thereof or other instrument of transfer reasonably satisfactory in form and substance to the Administrative Agent.

(v) If any Debtor shall at any time hold or acquire any investment property, such Debtor shall promptly notify the Administrative Agent and shall execute and deliver, or cause to be executed and delivered, such documents and agreements and take, or cause to be taken, such other actions as the Administrative Agent may request for the Administrative Agent to obtain "control" of such investment property under the Uniform Commercial Code.

(w) The Debtors shall at any time and from time to time execute and deliver, or cause to be executed and delivered, such other agreements, instruments, certificates and documents and take, or cause to be taken, such other actions as the Administrative Agent may request to insure the continued protection, perfection and priority of the Administrative Agent's security interest in any of the Collateral.

6. Fixtures, etc. It is the intention of the parties hereto that (except for Collateral located on real estate owned in fee simple by any Debtor that has been mortgaged to the Administrative Agent pursuant to a Mortgage) none of the Collateral shall become fixtures and each Debtor will take all such action or actions as may be necessary to prevent any of the Collateral from becoming fixtures. Without limiting the generality of the foregoing, each Debtor will, if requested by the Administrative Agent, use commercially reasonable efforts to obtain a Landlord Waiver and Consent in form satisfactory to the Administrative Agent, from each lessor of Material Leasehold Property on which any of the Collateral is or is to be located to the extent requested by the Administrative Agent.

7. Events of Default. The Debtors shall be in default under this Agreement upon the happening of any Event of Default, as defined in the Credit Agreement (herein called an "Event of Default").

8. Rights and Remedies of Secured Parties. Upon the occurrence and during the continuance of any Event of Default, the Secured Parties shall have the following rights and remedies:

- (a) All rights and remedies provided by law, including, without limitation, those provided by the Uniform Commercial Code;
- (b) All rights and remedies provided in this Agreement; and
- (c) All rights and remedies provided in the Credit Agreement, or in the Loan Documents, or in any other agreement, document or instrument pertaining to the Secured Obligations.

9. Royalty Free License. If at any time the Administrative Agent has the right to dispose of any of the Collateral which is subject to a Patent, Trademark or Copyright which any of the Debtors own or control through a license or otherwise, such Debtor grants to the Secured Parties a royalty free license (to the extent such rights are assignable) to use any such Patent, Trademark or Copyright, in addition to the grant of any security interest granted to the Secured Parties in such Patent, Trademark or Copyright to dispose of any such Collateral. Such royalty free license shall extend to any person or persons purchasing such Collateral from the Secured Parties.

10. Right of Administrative Agent to Dispose of Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Administrative Agent shall have the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom in a commercially reasonable manner. The Administrative Agent may require the Debtors to make the Collateral (to the extent the same is moveable) available to the Administrative Agent at a place to be designated by the Administrative Agent which is reasonably convenient to both parties or transfer any information related to the Collateral to the Administrative Agent by electronic medium. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Administrative Agent will give the Debtors at least ten (10) days' prior written notice in accordance with Section 19 hereof of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. The Administrative Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

11. Right of Administrative Agent to Use and Operate Collateral, etc. Upon the occurrence and during the continuance of any Event of Default, but subject to the provisions of the Uniform Commercial Code or other applicable law, the Administrative Agent shall have the right and power to (a) take possession of all or any part of the Collateral, and to exclude the Debtors and all persons claiming under the Debtors wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same and (b) grant a license to use, or cause to be granted a license to use, any or all of the Patents, Trademarks, Copyrights and Websites and Domain Names (in the case of Trademarks, along with the goodwill associated therewith, and in the case of Trademark licenses, subject to the quality control provisions of the original licenses) or any part thereof, in each case free of all rights and claims of the Debtors therein and thereto. Upon any such taking of possession, the Administrative Agent may, from time to time, at the expense of the Debtors, make all such repairs, replacements, alterations, additions and improvements to and of the Collateral as the Administrative Agent may reasonably deem proper. In any such case the Administrative Agent shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtors in respect thereto as the Administrative Agent shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as the Administrative Agent may reasonably see fit; and the Administrative Agent shall be entitled to collect and receive all rents, issues, profits, fees, revenues and other income of the same and every part thereof. Such rents, issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which the Administrative Agent may be required or may reasonably elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which the Administrative Agent may be required or authorized to make under any provision of this Agreement (including legal costs and reasonable attorneys' fees). The remainder of such rents, issues, profits, fees, revenues and other income shall be applied as provided in Section 13.

12. Collection of Accounts Receivable, etc. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent may notify or may require the Debtors to notify account debtors, including, without limitation, customers and vendors, obligated on any or all of the Debtors' accounts receivable, whether now existing or hereafter arising, to make payment directly to the Administrative Agent, and may take possession of all proceeds of any accounts in any Debtor's possession, and may take any other steps which the Administrative Agent deems necessary or advisable to collect any or all such accounts receivable or other Collateral or proceeds thereof.

13. Proceeds of Collateral. After deducting all reasonable costs and expenses of collection, storage, custody, sale or other disposition and delivery (including legal costs and reasonable attorneys' fees) and all reasonable other charges against the Collateral, the residue of the proceeds of any such sale or disposition shall be applied to the payment of the Secured Obligations by the Administrative Agent in accordance with the terms of the Credit Agreement and any surplus shall be returned to the Debtors or to any person or party lawfully entitled thereto (including, if applicable, any subordinated creditors of the Debtors). By way of enlargement and not by way of limitation of the rights of the Administrative Agent under applicable law or the Credit Agreement or the other Loan Documents, the Administrative Agent

shall allocate the proceeds of the Collateral to the Secured Obligations (including without limitation, the Loans) in accordance with the terms of the Credit Agreement. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder are insufficient to pay all of the Secured Obligations in full, the Debtors will be liable for the deficiency, together with interest thereon at the maximum rate provided in the Credit Agreement, and the reasonable cost and expenses of collection of such deficiency, including (to the extent permitted by law), without limitation, reasonable attorneys' fees, expenses and disbursements.

14. Credit Agreement, etc. Notwithstanding any other provision of this Agreement, the rights of the parties hereunder are subject to the provisions of the Credit Agreement, including the provisions thereof pertaining to the rights and responsibilities of the Administrative Agent. In the event that any provision of this Agreement is in conflict with the terms of the Credit Agreement, the Credit Agreement shall control. Unless the context shall otherwise clearly indicate, the terms "Secured Party" and "Secured Parties" as used herein shall be deemed to include the Administrative Agent acting on behalf of the Secured Parties pursuant to the Credit Agreement. The term "Administrative Agent" as used herein shall include Fleet National Bank, or any other Person acting as Administrative Agent for the Secured Parties pursuant to the terms of the Credit Agreement. Concurrently herewith, certain of the Debtors are executing and delivering to the Administrative Agent a Pledge Agreement of even date herewith pursuant to which such Debtors are pledging to the Administrative Agent for the benefit of the Lenders the Pledged Collateral (as defined in such Pledge Agreement). The Pledge of the Pledged Collateral (as defined in such Pledge Agreement) shall be governed by the terms of such Pledge Agreement and not by the terms of this Agreement.

15. Waivers, etc. Each Debtor hereby waives presentment, demand, notice, protest and, except as is otherwise provided herein or in the other Loan Documents, all other demands and notices in connection with this Agreement or the enforcement of the Secured Parties' rights hereunder or in connection with any Secured Obligations or any Collateral; consents to and waives notice of the granting of renewals, extensions of time for payment or other indulgences to the Debtors or to any account debtor in respect of any account receivable or to any other third party, or substitution, release or surrender of any Collateral, the addition or release of persons primarily or secondarily liable on any Secured Obligation or on any account receivable or other Collateral, the acceptance of partial payments on any Secured Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of the Administrative Agent or the Secured Parties in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion. EACH DEBTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, UNDER THE LAWS OF ANY STATE IN WHICH ANY OF THE COLLATERAL MAY BE LOCATED, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, TO NOTICE (OTHER THAN ANY REQUIREMENT OF NOTICE PROVIDED HEREIN) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS AGREEMENT TO THE ADMINISTRATIVE AGENT OR THE SECURED PARTIES AND WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE FOREGOING PROVISIONS HEREOF ON THE GROUNDS (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED

WITHOUT A PRIOR JUDICIAL HEARING. Each Debtor's waivers under this section have been made voluntarily, intelligently and knowingly and after such Debtor has been apprised and counseled by its attorneys as to the nature thereof and its possible alternative rights.

16. Termination; Assignment, etc. When all obligations of the Credit Parties owing to the Secured Parties under any Hedging Agreements permitted by the Credit Agreement have been paid in full and have been terminated and the Commitments of the Lenders to make any Loan under the Credit Agreement have terminated or expired and no Letters of Credit remain outstanding, this Agreement and the security interest in the Collateral created hereby shall terminate. In such event, the Administrative Agent agrees to execute appropriate releases of liens on the Collateral upon the request of the Debtors and at the Debtors' expense. No waiver by the Administrative Agent or by any other holder of Secured Obligations of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment of part or all of the Secured Obligations by any Secured Party, each such Secured Party may assign or transfer its respective rights and interest under this Agreement in whole or in part to the purchaser or purchasers of such Secured Obligations, whereupon such purchaser or purchasers shall become vested with all of the powers and rights of the Secured Party hereunder.

17. Reinstatement. Notwithstanding the provisions of Section 16, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Administrative Agent in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any of the Credit Parties or upon the appointment of any intervener or conservator of, or trustee or similar official for any Credit Party or any substantial part of any of their properties, or otherwise, all as though such payments had not been made.

18. Governmental Approval. Prior to or, where permitted, upon the exercise by the Administrative Agent of any power, right, privilege or remedy pursuant to this Agreement which requires any consent, approval, registration, qualification or authorization of any governmental authority or instrumentality, each Debtor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that such Debtor may be required to obtain for such governmental consent, approval, registration, qualification or authorization.

19. Notices. All notices, consents, approvals, elections and other communications hereunder shall be in writing (whether or not the other provisions of this Agreement expressly so provide) and shall be deemed to have been duly given if delivered in accordance with the terms of the Credit Agreement.

20. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the Secured Parties and be binding upon the Administrative Agent and each Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number

of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.


21. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of Massachusetts. Each Debtor, to the extent that it may lawfully do so, hereby consents to service of process, and to be sued, in any state or federal court located in the Commonwealth of Massachusetts, as well as to the jurisdiction of all courts to which an appeal may be taken from such courts, for the purpose of any suit, action or other proceeding arising out of any of its obligations hereunder or with respect to the transactions contemplated hereby, and expressly waives any and all objections it may have as to venue in any such courts. Each Debtor further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it in accordance with Section 19 hereof or as otherwise provided under the laws of Massachusetts. Nothing in this Agreement shall affect any right the Administrative Agent or any Secured Party may otherwise have to bring an action or proceeding relating to this Agreement against any Debtor or its properties in the courts of any jurisdiction. EACH DEBTOR IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH DEBTOR IN RESPECT OF ITS OBLIGATIONS HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[The remainder of this page is intentionally left blank.]


IN WITNESS WHEREOF, the parties have executed this Security Agreement as a sealed instrument as of the date first above written.

DEBTORS:

TRAVEL NEWCO, LLC

By: 
Name: Andrew C. Davis
Title: Manager

TRAVEL NEWCO HOLDINGS II, LLC

By: 
Name: Andrew C. Davis
Title: Manager

AGENT:

FLEET NATIONAL BANK, individually and as Administrative Agent for the Secured Parties

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Security Agreement as a sealed instrument as of the date first above written.

DEBTORS:

TRAVEL NEWCO, LLC

By: _____
Name: Andrew C. Davis
Title: Manager

TRAVEL NEWCO HOLDINGS II, LLC

By: _____
Name: Andrew C. Davis
Title: Manager

AGENT:

FLEET NATIONAL BANK, individually and as
Administrative Agent for the Secured Parties

By: Stephen J. Healey
Name: Stephen J. Healey
Title: Managing Director

PERFECTION CERTIFICATE

(UCC Financing Statements)

Please see attached.

PERFECTION CERTIFICATE

TRAVEL NEWCO, LLC

The undersigned, Andrew Davis, the Secretary of **TRAVEL NEWCO, LLC**, a Delaware limited liability company (the "Company"), hereby certifies to **FLEET NATIONAL BANK** (the "Administrative Agent") as follows:

1. Name.

(a) The exact legal name of the Company as that name appears in its organizational documents is as follows:

Travel Newco, LLC

(b) The following is a list of all other names (including trade names or similar appellations) used by the Company, or any other business or organization to which the Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

1. **Reed Publishing**
2. **Reed Elsevier Inc.**
3. **Elsevier**
4. **Official Airlines Guide**
5. **OAG**
6. **Cahners Business Information**
7. **Cahners Travel Group**
8. **CTG**
9. **Cahners**
10. **Cahners Travel**
11. **Publisher's Video**
12. **Weissman Travel Reports**
13. **TravelNet, Inc.**
14. **REI**
15. **CBI**

(c) The following is the Company's federal employer identification number:

04-3572119

(d) The following is the Company's state-issued identification number, if any:

3422597

2. Current Locations.

(a) The following is the jurisdiction of organization of the Company:

Delaware

(b) The chief executive office of the Company is located at the following address:

1. The Plaza at Marmon Meadows
500 Plaza Drive
Secaucus, NJ
(4th, 5th and portion of the 6th floors)

(c) The following are all other locations in which the Company maintains any books or records relating to any accounts, contract rights, chattel paper, general intangibles or mobile goods:

(i) In the United States of America:

1. **Los Angeles, CA**
9911 W. Pico Blvd.
Los Angeles, CA
Suite 1100
(portion of the 11th Floor)
9,730 sq. ft.
2. **San Francisco, CA**
49 Stevenson St.
San Francisco, CA
(portion of the 4th floor)
approximately 4,200 rentable sq. ft.
3. **Hollywood, FL**
Venture Corporate Center I
3440 Hollywood Blvd.
Hollywood, FL
(located on the 4th Floor)
7,188 sq. ft.
4. **Honolulu, HI**
1357 Kapiolani Blvd.
Honolulu, HI
Suite No. 1015 (located on the 10th Floor)
1,009 sq. ft.
5. **Austin, TX**
The Scarborough Building
101 West 6th Street
Austin, TX
Suite 350 (located on the 3rd Floor)
8,950 sq. ft.

(ii) Outside the United States of America:

1. **London, England**
27 Paul Street
London, U.K.
(2nd and 3rd floors)
2. **Singapore**
58A Smith Street
Singapore 058962

(d) The following are all other places of business of the Company:

(i) In the United States of America:

1. **Los Angeles, CA**
9911 W. Pico Blvd.
Los Angeles, CA
Suite 1100
(portion of the 11th Floor)
9,730 sq. ft.
2. **San Francisco, CA**
49 Stevenson St.
San Francisco, CA
(portion of the 4th floor)
approximately 4,200 rentable sq. ft.
3. **Hollywood, FL**
Venture Corporate Center I
3440 Hollywood Blvd.
Hollywood, FL
(located on the 4th Floor)
7,188 sq. ft.
4. **Honolulu, HI**
1357 Kapiolani Blvd.
Honolulu, HI
Suite No. 1015 (located on the 10th Floor)
1,009 sq. ft.
5. **Secaucus, NJ**
The Plaza at Marmon Meadows
500 Plaza Drive
Secaucus, NJ
(4th, 5th and portion of the 6th floors)
113,194 sq. ft.
6. **Austin, TX**
The Scarborough Building
101 West 6th Street
Austin, TX
Suite 350 (located on the 3rd Floor)
8,950 sq. ft.

(ii) Outside the United States of America:

1. *London, England*
27 Paul Street
London, U.K.
(2nd and 3rd floors)
2. *Singapore*
58A Smith Street
Singapore 058962

(e) The following are all other locations where any inventory or equipment of the Company is located:

(i) In the United States of America:

1. *Secaucus, NJ*
Harmon Cove Towers
Meadowlands Parkway
Tower I – SL-1
Secaucus, NJ
Commercial Storage Space No. 5
2,000 usable square feet

(ii) Outside the United States of America:

1. *London, England*
27 Paul Street
London, U.K.
(2nd and 3rd floors)
2. *Singapore*
58A Smith Street
Singapore 058962

(f) The following are the names and addresses of all persons or entities other than the Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of chattel paper, inventory or equipment:

None.

3. Prior Locations.

(a) Set forth below is the information required by subparagraphs (a), (b) and (c) of §2 with respect to each location or place of business previously maintained by the Company at any time during the past four months: **None**

(b) Set forth below is information required by subparagraphs (d) and (e) of §2 with respect to each other location at which, or other person or entity with which, any inventory or equipment of the Company has been previously held at any time during the past four months: **None**

4. Real Estate Fixtures. Attached hereto as Schedule 4 is a description of each parcel of real property on which any fixtures of the Company are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

5. Unusual Transactions. Except as set forth on Schedule 5, attached hereto, all of the property and assets of the Company pledged to the Administrative Agent as Collateral has been originated by the Company in the ordinary course of its business or consist of goods which have been acquired by the Company in the ordinary course from a person in the business of selling goods of that kind.

6. File Search Reports. Attached hereto as Schedule 6 is a true copy of a file search report from the Uniform Commercial Code filing officer (or, if such officer does not issue such reports, from an experienced Uniform Commercial Code search organization acceptable to the Administrative Agent) (i) in each jurisdiction identified in §2 or 3 above with respect to each name set forth in §1 above, (ii) from each filing officer in each real estate recording office identified on Schedule 4 with respect to the real estate on which Collateral consisting of fixtures are or are to be located and (iii) in each jurisdiction in which any of the transactions described in Schedule 5 took place with respect to the legal name of the person or entity from whom the Company purchased or otherwise acquired any of the Collateral.

7. Deposit Accounts. Set forth on Schedule 7 attached hereto is a complete list of all bank accounts (including securities and commodities accounts) maintained by the Company (*provide name and address of depository bank, type of account and account number*).

8. Investment Property. Set forth on Schedule 8 attached hereto is a complete list of all stocks, bonds, debentures, notes and other securities and investment property owned by the Company (*provide name of issuer, description of security and value*).


9. UCC Filings. A duly signed financing statement on Form UCC-1 in form acceptable to the Administrative Agent and containing the description of the Collateral set forth on Schedule 9 has been duly filed in the Uniform Commercial Code filing office in each jurisdiction identified in §2 hereof and in each real estate recording office referred to in Schedule 4 hereto.

10. Termination Statements. A duly signed termination statement on Form UCC-3 in form acceptable to the Administrative Agent has been duly filed in each applicable jurisdiction identified in §2 hereof or on Schedule 5 hereto has been delivered to the Administrative Agent.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this ____ day of September, 2001.

TRAVEL NEWCO, LLC

By: 

Andrew C. Davis
Secretary

Schedule 4

Real Estate Fixtures

None.

Schedule 5

Unusual Transactions

None.

Schedule 6

File Search Report

Schedule 7

Deposit Accounts

Name and Address of Depository Bank	Type of Account	Account Number
Bank of America NT&SA 6300 Sunset Blvd., 2nd Floor Hollywood, CA 90028-7364	Deposit-ESP Fulfillment	03733-21776
Bank One, Boulder, NA P.O. Box 5586TA 1125 17th Street Denver, CO 80217-5586	Centrose Refund-ZBA to Deposit	1485306839
	Centrose Depository	1485306821
Citibank Delaware One Penn's Way New Castle, DE 19720	NY DDA	4064-8995
Fleet National Bank (formerly Summit Bank) 750 Walnut Avenue Cranford, NJ 07016	Depository Fulfillment	345-004-655
	Trade Show Cash Deposits	164-101-373
Bank of America, N.A. 2511 West Palmer Lane Austin, TX 78727	Depository	2140448621
Wachovia Business Banking 191 Peachtree Street, N.E. 6th Floor Atlanta, GA 30303	Merchant Account	18-341-679

Schedule 8

Investment Property

The Company owns two ordinary shares of Fontainbleu Pte. Ltd., a company established under the laws of the Republic of Singapore. Such ordinary shares have a value of S\$1 each and represent all of the issued and outstanding equity securities of Fontainbleu Pte. Ltd.

The Company owns one share of TravelStar Media UK Limited, a company established under the laws of the United Kingdom. Such share has a value of £1 and represents all of the issued and outstanding equity securities of TravelStar Media UK Limited.

Schedule 9

Collateral

PERFECTION CERTIFICATE

TRAVEL NEWCO HOLDINGS II, LLC

The undersigned, Andrew Davis, the Secretary of **TRAVEL NEWCO HOLDINGS II, LLC**, a Delaware limited liability company (the "Company"), hereby certifies to **FLEET NATIONAL BANK** (the "Administrative Agent") as follows:

1. Name.

(a) The exact legal name of the Company as that name appears in its organizational documents is as follows:

Travel Newco Holdings II, LLC

(b) The following is a list of all other names (including trade names or similar appellations) used by the Company, or any other business or organization to which the Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, now or at any time during the past five years:

None.

(c) The following is the Company's federal employer identification number:

04-3576479

(d) The following is the Company's state-issued identification number, if any:

3439587

2. Current Locations.

(a) The following is the jurisdiction of organization of the Company:

Delaware

(b) The chief executive office of the Company is located at the following address:

Boston Ventures Management, Inc.
One Federal Street
23rd Floor
Boston, MA 02110

(c) The following are all other locations in which the Company maintains any books or records relating to any accounts, contract rights, chattel paper, general intangibles or mobile goods:

(i) In the United States of America:

None.

(ii) Outside the United States of America:

None.

(d) The following are all other places of business of the Company:

(i) In the United States of America:

None.

(ii) Outside the United States of America:

None.

(e) The following are all other locations where any inventory or equipment of the Company is located:

(i) In the United States of America:

None.

(ii) Outside the United States of America:

None.

(f) The following are the names and addresses of all persons or entities other than the Company, such as lessees, consignees, warehousemen or purchasers of chattel paper, which have possession or are intended to have possession of any of the Collateral consisting of chattel paper, inventory or equipment:

None.

3. Prior Locations.

(a) Set forth below is the information required by subparagraphs (a), (b) and (c) of §2 with respect to each location or place of business previously maintained by the Company at any time during the past four months:

None.

(b) Set forth below is information required by subparagraphs (d) and (e) of §2 with respect to each other location at which, or other person or entity with which, any inventory or equipment of the Company has been previously held at any time during the past four months:

None.

4. Real Estate Fixtures. Attached hereto as Schedule 4 is a description of each parcel of real property on which any fixtures of the Company are or are to be located and the name and address of each real estate recording office where a mortgage on the real estate on which such fixtures are or are to be located would be recorded.

5. Unusual Transactions. Except as set forth on Schedule 5, attached hereto, all of the property and assets of the Company pledged to the Administrative Agent as Collateral has been originated by the Company in the ordinary course of its business or consist of goods which have been acquired by the Company in the ordinary course from a person in the business of selling goods of that kind.

6. File Search Reports. Attached hereto as Schedule 6 is a true copy of a file search report from the Uniform Commercial Code filing officer (or, if such officer does not issue such reports, from an experienced Uniform Commercial Code search organization acceptable to the Administrative Agent) (i) in each jurisdiction identified in §2 or 3 above with respect to each name set forth in §1 above, (ii) from each filing officer in each real estate recording office identified on Schedule 4 with respect to the real estate on which Collateral consisting of fixtures are or are to be located and (iii) in each jurisdiction in which any of the transactions described in Schedule 5 took place with respect to the legal name of the person or entity from whom the Company purchased or otherwise acquired any of the Collateral.

7. Deposit Accounts. Set forth on Schedule 7 attached hereto is a complete list of all bank accounts (including securities and commodities accounts) maintained by the Company (*provide name and address of depository bank, type of account and account number*).

8. Investment Property. Set forth on Schedule 8 attached hereto is a complete list of all stocks, bonds, debentures, notes and other securities and investment property owned by the Company (*provide name of issuer, description of security and value*).


9. UCC Filings. A duly signed financing statement on Form UCC-1 in form acceptable to the Administrative Agent and containing the description of the Collateral set forth on Schedule 9 has been duly filed in the Uniform Commercial Code filing office in each jurisdiction identified in §2 hereof and in each real estate recording office referred to in Schedule 4 hereto.

10. Termination Statements. A duly signed termination statement on Form UCC-3 in form acceptable to the Administrative Agent has been duly filed in each applicable jurisdiction identified in §2 hereof or on Schedule 5 hereto has been delivered to the Administrative Agent.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of this ____ day of September, 2001.

TRAVEL NEWCO HOLDINGS II, LLC

By: 
Andrew Davis
Secretary

Schedule 4

Real Estate Fixtures

None.

Schedule 5

Unusual Transactions

None.

Schedule 6

File Search Report

Schedule 7

Deposit Accounts

None.

Schedule 8

Investment Property

The Company owns 100 units of Travel Newco, LLC. Such units represent all of the issued and outstanding equity securities of Travel Newco, LLC.

Schedule 9

Collateral

SCHEDULE II

PATENTS

(including exclusive and non-exclusive licenses)

None.

TRADEMARKS

(including registrations and applications and exclusive and non-exclusive licenses)

Registered Trademarks and Applications

- DESTINATIONS ON LINE (Associated Video/Publication No Longer Being Distributed)
- DESTINATIONS ON TAPE (Associated Video/Publication No Longer Being Distributed)
- PERFECTION IN PLANNING
- STAR SERVICE
- STAR SERVICE ONLINE (Pending)
- THE TRUTH ABOUT HOTELS AND CRUISE SHIPS
- AHEAD OF THE NEWS
- BUSINESS TRAVEL PLANNER
- NORTH AMERICA PROFILES
- PORTS OF CALL
- TRAVEL CORNER
- VIRTUAL WORLD
- WE TELL ALL
- WEISSMAN
- WEISSMAN'S WORLD
- WEISSMAN TRAVEL REPORTS
- WEISSMAN TRAVEL REPORTS CITY PROFILES NORTH AMERICA
- WE TELL ALL WEISSMAN TRAVEL REPORTS & design
- WEISSMAN TRAVEL REPORTS CITY PROFILES INTERNATIONAL
- WEISSMAN'S ATLAS (Pending)
- HOTEL & TRAVEL INDEX (Various registered and pending)
- HOTEL & TRAVEL INDEX & design
- HOTEL & TRAVEL INDEX Design
- HOTEL & TRAVEL INDEX in Japanese lettering
- HOTEL & TRAVEL INDEX ONLINE
- HTI HOTELINK (Pending)
- M&C (Various registered and pending)
- M&C and design (key logo)
- M&C GOLD SERVICE CVB AWARD and design
- M&C GOLD PLATTER AWARD and design
- M&C MEETINGS & CONVENTIONS (Various registered and pending)
- M&C ONLINE
- M&C ONLINE MEETINGS AND CONVENTIONS
- M&C ON-SITE
- MEETINGS & CONVENTIONS (Various registered pending)
- OFFICIAL CRUISE GUIDE
- OFFICIAL HOTEL GUIDE
- OFFICIAL MEETING FACILITIES GUIDE (Various registered and pending)
- OFFICIAL MEETING FACILITIES GUIDE EUROPE
- OHG
- OHRG
- OMFG
- TRAVEL WEEKLY
- TRAVEL WEEKLY CROSS ROADS
- TRAVEL WEEKLY DAILY BULLETIN (Pending)
- TRAVEL WEEKLY ONLINE

- TRAVEL WEEKLY'S CONFERENCE
- TRAVELAGE

2. *Common Law Marks*

- A VIDEO PREVIEW OF YOUR NEXT VACATION (Associated Video/Publication No Longer Being Distributed)
- A WORLD OF TRAVEL TO EXPLORE THROUGH VIDEOTAPE (Associated Video/Publication No Longer Being Distributed)
- CITY PROFILES
- DESTINATIONS ON TAPE TRAVEL VIDEO COLLECTION (Associated Video/Publication No Longer Being Distributed)
- HONEYMOONS ON TAPE (Associated Video/Publication No Longer Being Distributed)
- PUBLISHER'S VIDEO GROUP (Associated Video/Publication No Longer Being Distributed)
- VIDEOLINKS (Associated Video/Publication No Longer Being Distributed)
- WATCH WHERE YOU'RE GOING (Associated Video/Publication No Longer Being Distributed)
- STAR SERVICE CRITICAL GUIDE TO HOTEL & CRUISE SHIPS
- M&C MEETINGS & CONVENTIONS and design.

TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
Mark: 4456	United States	DESTINATIONS ON LINE 35, 39	Reed Elsevier Inc., a Massachusetts corporation	74/611352	12/15/94	2000688	9/7/96	Registered

Mark: 4454	United States	DESTINATIONS ON TAPE 9, 42	Reed Elsevier Inc., a Massachusetts corporation	74/216081	10/22/91	1783131	7/20/93	Registered
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Mark: 2956	United States	STAR SERVICE 16	Reed Elsevier Inc., a Massachusetts corporation	75/283998	4/30/97	2136020	2/10/98	Registered
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Mark: 4967	United States	STAR SERVICE ONLINE 42	Reed Elsevier Inc., a Massachusetts corporation	76/115383	8/24/00			Pending
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Mark: United States	PERFECTION IN PLANNING 2, 5, 16, 22, 23, 29, 37, 38, 50	Reed Elsevier Inc., a Massachusetts corporation	76/015374	4/03/00	2433608	3/6/01	Registered
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Mark: 7	United States	THE TRUTH ABOUT HOTELS AND CRUISE SHIPS 42	Reed Elsevier Inc., a Massachusetts corporation	76/222634	3/12/01			Pending
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TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
Mark: 4286	United States	16	Reed Elsevier Properties Inc., a Delaware corp.	75/782968	8/20/99	2381255	8/29/00	Registered
AHEAD OF THE NEWS								

Mark: 1834	United States	16	Reed Elsevier Properties Inc., a Delaware corp.	74/169970	5/24/91	17004925	8/4/92	Registered
BUSINESS TRAVEL PLANNER								

Mark: 1457	Mexico	16	Reed Publishing (Nederland) B.V.	163447	3/19/93	435655	6/14/93	Registered
1640	Benelux	16	Reed Publishing (Nederland) B.V.		7/24/92	516930	2/1/93	Registered
1651	South Korea	52	Reed Publishing (Nederland) B.V.	9230550	10/30/92	277941	10/27/93	Registered
1916	United States	16	Reed Publishing (Nederland) B.V.	74319398	10/2/92	1810721	12/14/93	Registered
2321	United Kingdom	16	Reed Publishing (Nederland) B.V.	1516516	10/24/92	1516516		Registered
2720	United States	42	Reed Publishing (Nederland) B.V.	75/177541	10/7/96	2158249	5/19/98	Registered
HOTEL & TRAVEL INDEX								

TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
Mark: HOTEL & TRAVEL INDEX & design								
1153	Canada	16	Reed Publishing (Nederland) B.V.	678721	3/26/91	433293	9/16/94	Registered
1152	Canada	16	Reed Publishing (Nederland) B.V.	678699	3/26/91	412034	5/7/93	Registered
Mark: HOTEL & TRAVEL INDEX in Japanese lettering								
1368	Japan	16	Reed Publishing (Nederland) B.V.	H04-012025	2/7/92	2694933	9/30/94	Registered
Mark: HOTEL & TRAVEL INDEX ONLINE								
2721	United States	42	Reed Publishing (Nederland) B.V.	75/177542	10/7/96	2170775	7/7/98	Registered
Mark: HT1 HOTELINK								
4542	United States	42	Reed Publishing (Nederland) B.V.	75/836978	11/1/99			Pending
Mark: M&C								
1078	United States	16	Reed Publishing (Nederland) B.V.	74/084353	8/2/90	1683759	4/21/92	Registered
1450	China (People's Republic)	16	Reed Publishing (Nederland) B.V.	93011520	2/13/95	904283	11/28/96	Registered
1655	Benelux	16	Reed Publishing (Nederland) B.V.	796267	4/19/93	533776	2/1/94	Registered

TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
1773	South Korea	52	Reed Publishing (Nederland) B.V.	93-20772	6/18/93	312026	4/21/95	Registered
1776	Taiwan	49	Reed Publishing (Nederland) B.V.	82027854	6/11/93	646053	6/16/94	Registered
1785	Indonesia	16	Reed Publishing (Nederland) B.V.		10/9/93	326350	1/13/94	Registered
1934	Philippines	16	Reed Publishing (Nederland) B.V.	91399	3/8/94	62940	5/21/96	Registered
2738	United States	35	Reed Publishing (Nederland) B.V.	74/084353	11/12/96	1683759	11/25/97	Registered
4198	Brazil	16	Reed Publishing (Nederland) B.V.	821866729	7/28/99			Pending
4203	Argentina	16	Reed Publishing (Nederland) B.V.	2226856	7/1/99			Pending
4204	Chile	16	Reed Publishing (Nederland) B.V.	453.155	6/30/99	555.076	12/1/99	Registered
4246	Canada	16	Reed Publishing (Nederland) B.V.	1021765	7/9/99			Pending

Mark:	M&C and design (key logo)							
1908	United States	B	Reed Publishing (Nederland) B.V.	74509634	4/6/94	11950130	1/23/96	Registered

TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
Mark: M&C GOLD PLATTER AWARD and design								
1904	United States	B	Reed Publishing (Nederland) B.V.	74509632	4/6/94	1927258	10/17/95	Registered
Mark: M&C GOLD SERVICE CVB AWARD and design								
1906	United States	B	Reed Publishing (Nederland) B.V.	74509635	4/6/94	1932650	11/7/95	Registered
Mark: M&C MEETINGS & CONVENTIONS								
1451	China (People's Republic)	16	Reed Publishing (Nederland) B.V.	93011521	2/24/93	689800	5/14/94	Registered
1772	South Korea	52	Reed Publishing (Nederland) B.V.	93-20773	6/18/93	312060	4/21/95	Registered
1780	Thailand	16	Reed Publishing (Nederland) B.V.	262835	3/31/94	30763	12/25/95	Registered
1783	Indonesia	16	Reed Publishing (Nederland) B.V.		10/9/93	326349	1/13/95	Registered
1936	Philippines		Reed Publishing (Nederland) B.V.	91398	3/8/94	4199493435	1/14/00	Registered
4199	Brazil	local, 11.10	Reed Publishing (Nederland) B.V.	821866710	7/28/99			Pending
4202	Argentina	16	Reed Publishing (Nederland) B.V.	2226857	7/1/99			Pending

TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
4205	Chile	16	Reed Publishing (Nederland) B.V.	453.156	6/30/99	555.075	12/1/99	Registered
4247	Canada	16	Reed Publishing (Nederland) B.V.	1021766	7/9/99			Pending

Mark:		M&C ONLINE						
2736	United States	35	Reed Publishing (Nederland) B.V.	75/195675	11/12/96	2115994	11/25/97	Registered

Mark:		M&C ONLINE MEETINGS & CONVENTIONS						
3495	United States	35	Reed Publishing (Nederland) B.V.	75/412598	12/30/97	2242660	5/4/99	Registered

Mark:		M&C ON-SITE						
987	United States	41	Reed Publishing (Nederland) B.V.	372018	6/28/82	1257941-P	11/15/83	Registered

Mark:		MEETINGS & CONVENTIONS						
985	United States	16	Reed Publishing (Nederland) B.V.	73/110662	12/23/76	1083941	1/31/78	Registered
1449	China (People's Republic)	16	Reed Publishing (Nederland) B.V.			679800	2/28/94	Registered
1654	Benelux	16	Reed Publishing (Nederland) B.V.	796266	4/16/93	530376	4/19/93	Registered
1771	South Korea	52	Reed Publishing	93-20771	6/18/93	312025	4/21/95	Registered

TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
1784	Indonesia	16	(Nederland) B.V. Reed Publishing (Nederland)		10/9/93	325938	1/9/95	Registered
1935	Philippines	16	(Nederland) B.V. Reed Publishing (Nederland)	91397	3/8/94	64096	1/31/97	Registered
4200	Brazil	16	(Nederland) B.V. Reed Publishing (Nederland)	821866737	7/28/99			Pending
4201	Argentina	16	(Nederland) B.V. Reed Publishing (Nederland)	2226858	7/1/99			Pending
4206	Chile	16	(Nederland) B.V. Reed Publishing (Nederland)	453.157	6/30/99	555.074	12/1/99	Registered
4248	Canada		(Nederland) B.V. Reed Publishing (Nederland)	1021767	7/9/99			Pending

Mark:	NORTH AMERICA PROFILES							
3220	United States	16	Reed Elsevier Properties Inc. a Delaware corp.	75/368123	10/6/97	2216161	1/5/99	Registered

Mark:	OFFICIAL CRUISE GUIDE							
3802	United States	16	Reed Publishing (Nederland) B.V.	75/543648	8/27/98	2378247	8/15/00	Registered

Mark:	OFFICIAL HOTEL GUIDE							
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TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
1645	Benelux	16	Reed Publishing (Nederland) B.V.		7/24/92	516929	2/1/93	Registered
2169	United States	16	Reed Publishing (Nederland) B.V.	74/588403	10/7/94	1992465	8/13/96	Registered

Mark: OFFICIAL MEETING FACILITIES GUIDE								
1081	United States	16	Reed Publishing (Nederland) B.V.	74/084357	8/2/90	1741222	12/22/92	Registered
1657	Benelux	16	Reed Publishing (Nederland) B.V.	796269	4/16/93	532217	4/19/93	Registered
3445	United States	9	Reed Publishing (Nederland) B.V.	75/391381	11/17/97	2266378	8/3/99	Registered

Mark: OFFICIAL MEETING FACILITIES GUIDE EUROPE								
1648	Benelux	16	Reed Publishing (Nederland) B.V.	706269	4/16/93	532217	4/19/93	Registered

Mark: OHG								
3310	United States	16, 42	Reed Publishing (Nederland) B.V.	76/132816	9/22/00			Pending
1646	Benelux	16	Reed Publishing (Nederland) B.V.		7/24/92	516928	2/1/93	Registered

Mark: OHRG								
1154	Canada	16	Reed Publishing	678706	3/26/91	410675	4/9/93	Registered

TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
			(Nederland) B.V.					

Mark:	OMFG							
1649	Benelux	16	Reed Publishing (Nederland) B.V.	796268	4/19/93	533777	2/1/94	Registered

Mark:	PORTS OF CALL							
3439	United States	16, 39	Reed Elsevier Properties Inc., a Delaware corporation	75/386791	11/7/97	2191080	9/22/98	Registered

Mark:	TRAVEL CORNER							
2813	United States	39	Reed Elsevier Properties Inc., a Delaware corporation	74/591784	1/23/96	1950693	1/23/96	Registered
2908	United States	39	Reed Elsevier Properties Inc., a Delaware corporation	75/250515	3/3/97	2158575	5/19/98	Registered

Mark:	TRAVEL WEEKLY							
992	United States	16	Reed Publishing (Nederland) B.V.	73/244815	1/2/80	1180111	12/1/81	Registered
2808	United States	42	Reed Publishing (Nederland) B.V.	75/226906	1/17/97	2194730	10/13/98	Registered

Mark:	TRAVEL WEEKLY CROSS ROADS							
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TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
3011	United States	39	Reed Publishing (Nederland) B.V.	75/302976	6/4/97	2366654	7/11/00	Registered

Mark:		TRAVEL WEEKLY DAILY BULLETIN						
4890	United States	42	Reed Publishing (Nederland) B.V.	76/075110	6/22/00			Pending

Mark:		TRAVEL WEEKLY ONLINE						
2809	United States	42	Reed Publishing (Nederland) B.V.	75/226907	1/17/97	2200965	11/3/98	Registered

Mark:		TRAVEL WEEKLY'S CONFERENCE						
2167	United States	41	Reed Publishing (Nederland) B.V.	74/583219	10/7/94	1939585	12/5/95	Registered
2168	United States	35	Reed Publishing (Nederland) B.V.	74/583521	10/7/94	1938311	11/28/95	Registered

Mark:		TRAVELAGE						
2164	United States	16	Reed Elsevier Properties Inc., a Delaware corporation	72/278377	8/16/67	862432	12/24/68	Registered

TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
Mark: VIRTUAL WORLD								
2814	United States	42, 39	Reed Elsevier Properties Inc., a Delaware corporation	75/100117	5/7/96	2253936	6/15/99	Registered

Mark: WE TELL ALL								
2817	United States	9,16,42	Reed Elsevier Properties Inc., a Delaware Corporation	75/1911224	11/1/96	2257532	6/29/99	Registered

Mark: WEISSMANN								
2819	United States	9	Reed Elsevier Properties Inc., a Delaware Corporation	75/191592	11/1/96	2188795	9/15/98	Registered

Mark: WEISSMANN TRAVEL REPORTS								
2820	United States	9,16,39	Reed Elsevier Properties Inc., a Delaware Corporation	75/191201	11/1/96	2206393	12/1/98	Registered

Mark: WEISSMANN TRAVEL REPORTS CITY PROFILES INTERNATIONAL								
4075	United States	16	Reed Elsevier Properties Inc., a Delaware corporation	75/538876	8/18/98	2281504	9/28/99	Registered

Mark: WEISSMANN TRAVEL REPORTS CITY PROFILES NORTH AMERICA								
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TM RIGHTS (Grouped by mark) + Status

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg.DT	Status
4077	United States	16	Reed Elsevier Properties Inc., a Delaware corporation	75/538875	8/18/98	2270808	8/17/99	Registered

Mark:		WE TELL ALL WEISSMANN TRAVEL REPORTS & design						
2821	United States	9, 16, 42	Reed Elsevier Properties Inc., a Delaware corporation	75/191593	11/1/96	2161440	6/2/98	Registered
2822	United States	39	Reed Elsevier Properties Inc., a Delaware corporation	75/191200	11/1/96	2243177	5/4/99	Registered

Mark:		WEISSMANN'S ATLAS						
4892	United States	9	Reed Elsevier Properties Inc., a Delaware corporation	76/058732	5/30/00			Pending
4893	United States	42	Reed Elsevier Properties Inc., a Delaware corporation	76/058731	5/3/00			Pending

Mark:		WEISSMANN'S WORLD						
3141	United States	9, 16	Reed Elsevier Properties Inc., a Delaware corporation	75/360366	9/22/97	2276552	9/7/99	Registered

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<u>Publication Title</u>	<u>Registration #</u>	<u>Date Registered</u>
Official Hotel Guide	TX4993004	06/10/99
Official Hotel Guide	TX4657575	3/25/98
Official Hotel Guide	TX4502076	3/24/97
Official Hotel Guide	TX4062631	3/29/95
Official Hotel Guide	TX4006070	3/29/95
Official Hotel Guide	TX3512781	3/23/93
Hotel & Travel Index	TX4925473	6/10/99
Hotel & Travel Index	TX4948577	3/15/99
Hotel & Travel Index	TX4925472	6/11/99
Hotel & Travel Index	TX4832994	12/23/98
Hotel & Travel Index	TX4884921	4/7/99
Hotel & Travel Index	TX4779411	9/15/98
Hotel & Travel Index	TX4730888	7/07/98
Hotel & Travel Index	TX 4773747	9/14/98
Hotel & Travel Index	TX 4724749	12/15/98
Hotel & Travel Index	TX 4634876	3/05/98
Hotel & Travel Index	TX 4635029	3/09/98
Hotel & Travel Index	TX 4655920	6/12/98
Hotel & Travel Index	TX 4645318	3/11/98
Hotel & Travel Index	TX 4485206	5/07/97
Hotel & Travel Index	TX 4404588	12/09/96
Hotel & Travel Index	TX 4402023	12/18/96
Hotel & Travel Index	TX 4473915	5/07/97
Hotel & Travel Index	TX 4475150	9/11/97
Hotel & Travel Index	TX 4006297	3/20/95
Hotel & Travel Index	TX 3962949	12/11/94
Hotel & Travel Index	TX 3971340	12/19/94
Hotel & Travel Index	TX 3954356	12/19/94
Hotel & Travel Index	TX 4002671	3/14/95
Hotel & Travel Index	TX 3824792	1/14/94
Hotel & Travel Index	TX 3916583	3/29/94
Hotel & Travel Index	TX 4041817	3/29/95
Hotel & Travel Index	TX 4085627	10/28/95
Hotel & Travel Index	TX 3954339	12/09/94

Hotel & Travel Index	TX 3986774	12/22/94
Hotel & Travel Index	TX 4029667	4/14/95
Hotel & Travel Index	TX4634951	3/9/98
Hotel & Travel Index	TX4475164	9/11/97
Official Meeting Facilities Guide	TX 4017149	3/22/95
Official Meeting Facilities Guide	TX 3741724	12/30/93
Official Meeting Facilities Guide	TX 3549681	5/05/93
Official Cruise Guide	TX 4948572	6/15/99
Official Cruise Guide	TX 4722794	3/12/98
Official Cruise Guide	TX 4436988	3/11/97
Official Cruise Guide	TX 4036069	3/20/95
Official Cruise Guide	TX 3726013	1/13/94

WEB SITES AND DOMAIN NAMES

Web Sites

1. twcrossroads
2. HTIhotelink
3. Weissmann
4. Weissmannonline
5. Travel Corner
6. Star Service Online
7. M&C Online
8. Travel Management Daily
9. Check STAR First
10. Travel Around the World
11. TravelAge West
12. OMFG
13. Official Cruise Guide
14. Travel Resumes
15. MC Gavel
16. OHG Online
17. OHGI Online
18. Traveler.Net (Intranet)
19. Cahners Travel Group*
20. Hoteldata Cahners Travel Group*

Domain Names

1.	bedswithoutheads.com
2.	checkstarfirst.com
3.	ctgmail.net
4.	ecommercemeetings.com
5.	ecommercetravel.net
6.	eventcareers.com
7.	findameetingsjob.com
8.	getameetingjob.com
9.	hoteltravelindex.net
10.	hotel-travelindex.com
11.	htihotelink.com

* Only the content of these web sites is being transferred.

12.	htihotelink.net
13.	htiinternational.com
14.	htiinternational.net
15.	m-cjobs.com
16.	meetingcareers.com
17.	meetingjobfinder.com
18.	meetingpersonnel.com
19.	meetingplacement.com
20.	meetingrecruiter.com
21.	meetingsresumes.com
22.	meetingsclassifieds.com
23.	meetings-conventions.com
24.	meetings-conventions.net
25.	meetingsguide.com
26.	meetingsheadhunter.com
27.	meetingsjobmarket.com
28.	mplusc.com
29.	mydreamtrip.com
30.	ohginteractive.com
31.	ohginternational.com
32.	ohgonline.com
33.	ohgionline.com
34.	omfg.com
35.	onlinetravelsource.com
36.	plannercareers.com
37.	plannerjobfinder.com
38.	plannerjobs.com
39.	plannerplacement.com
40.	plannerpro.com
41.	plannerrecruiter.com
42.	plannerresumes.com
43.	starserviceonline.com
44.	thedreamtrip.com
45.	thehoteltravelindex.com
46.	thetravelagent.net
47.	tmdaily.com
48.	travelagemagazine.com
49.	travelagewest.com
50.	travelaroundtheworld.net
51.	travelcorner.com
52.	traveler.net
53.	travellernet.com
54.	travelmanagementdaily.com
55.	travelmanagementdaily.net
56.	travelresumes.com

57.	travelvideos.com
58.	travelweekly.com
59.	twcrossroads.com
60.	twcrossroads.net
61.	webtravelworld.com
62.	weissmann.com
63.	worldtravelknowledge.com
64.	weissmannonline.com
65.	weissmannonline.net

DOMAIN NAME SERVERS AND ADMINISTRATIVE CONTACTS

The Borrower currently maintains domain name servers at two locations:

1. Cahners Business Information, Morris Plains, NJ

Contact: Phil Engert

(973) 292-5100 x 410

2. Exodus

Contact: Jennifer Marcoulier

(617) 558-4736

The Borrower is in the process of transitioning its domain name services from the above-listed networks to MCI/ Worldcom. The contact person at MCI/ Worldcom has not yet been determined.