

02-01-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings

101954435

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

1-81-023

1. Name of conveying party(ies):

LastMinuteTravel.com, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: January 23, 2002

2. Name and address of receiving party(ies)

Name: Greenberg Ventures, LLC

Internal

Address: Attn: Alan Greenberg

Street Address: 3455 Peachtree Road, Ste 500

City: Atlanta State: GA Zip: 30326

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

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)

None

B. Trademark Registration No.(s)

2,493,292; 2,485,919; 2,502,936; 75/847,262 75/847,259; 75/857,727; 75/847,261; 75/879,096

Additional number(s) attached Yes No 1,811,733

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

Name: Susan Lake

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved:

9

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

expedite fee 120.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Susan Lake

Name of Person Signing

[Signature]

Signature

January 23, 2002

Date

39

01/31/2002 DBYRNE 00000216 2493292

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

01 FC:481 02 FC:482 03 FC:484

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

TRADEMARK REEL: 002411 FRAME: 0355

Schedule I
to Collateral Assignment
and Security Agreement (Trademarks)

Robert S. Greenbaum
James R. Greenbaum and Peggy S. Greenbaum Family Trust
James R. Greenbaum, Jr. Family Foundation Trust
James R. Greenbaum, Jr. Living Trust
New Media Holding L.L.C.
Raymond Arogeti
Charles Inman Wilmer
Lloyd V. Greenwald
Richard L. and Lora B. Childs Family Limited Partnership
Pamela Prince
HFM Revocable Trust
Estate of Edward G. Hitt, Jr.
Roy M. Jones
John W. Wallace, Jr.
William M. Ragland, Jr.
Cushing Morris 401K P/S/P FBO Charles M. Cushing, Jr.
Jeffrey H. Young and Shirlee VanderMeer Young
Stokes Lazarus & Carmichael LLP P/S Plan UAD 11/19/97
Ken Woods Trust FBO Kathryn Kevin and Matthew Woods
Kayleen Sabour
Thomas E. Greenbaum
WILLRICH Associates, LLC
Leon M. Capuano
Alan N. Greenberg
Greenberg Ventures LLC
Jack Arogeti
Robert E. Wendling

**COLLATERAL ASSIGNMENT AND
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of January 23, 2002, is executed by LASTMINUTETRAVEL.COM, INC., a Delaware corporation (the "Grantor"), in favor of the parties listed on Schedule I attached hereto (the "Purchasers"), ALAN N. GREENBERG, an individual, in his capacity as Chief Executive Officer of the Grantor ("Greenberg") and GREENBERG VENTURES LLC, a Georgia limited liability company, in its capacity as a consultant to the Grantor ("Ventures", and, in combination with the Purchasers and Greenberg are hereinafter referred to individually as a "Grantee" and collectively herein as the "Grantees"). Terms used herein but not defined herein shall have the meaning defined for those terms in the Note Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Note Purchase Agreement"), the Purchasers agreed to purchase, and Grantor agreed to issue and sell to the Purchasers, Grantor's Fixed Rate Senior Notes due January 23, 2007 (the "Notes"), as more specifically set forth in the Note Purchase Agreement;

WHEREAS, pursuant to that certain Employment Agreement effective January 23, 2002 (as amended, supplemented, restated or otherwise modified from time to time, the "Employment Agreement"), Grantor employed Greenberg as its Chief Executive Officer, as more specifically set forth in the Employment Agreement, and Grantor and Greenberg agreed to defer Greenberg's salary and Grantor agreed to issue a promissory note to Greenberg consistent with the terms and conditions of the Notes (the "Employment Note") as a promise to pay Greenberg's salary;

WHEREAS, pursuant to that certain Consulting Agreement effective January 23, 2002 (as amended, supplemented, restated or otherwise modified from time to time, the "Consulting Agreement"), Grantor employed Ventures to provide certain consulting services, as more specifically set forth in the Consulting Agreement, and Grantor and Ventures agreed to defer Ventures's consulting fees and Grantor agreed to issue a promissory note to Ventures consistent with the terms and conditions of the Notes (the "Consulting Note") as a promise to pay Ventures's consulting fees; and

WHEREAS, pursuant to the terms of the Note Purchase Agreement, the Employment Agreement and the Consulting Agreement, Grantor is required to execute and deliver this Agreement and to grant the liens and security interests provided for herein as security

for its obligations under the Note Purchase Agreement, the Notes, the Employment Agreement and the Consulting Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Secured Obligations” means (a) (i) all principal of and interest (including, without limitation, any interest which accrues after the commencement of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of Grantor) on (A) the Notes issued pursuant to, and any other amount due from Grantor under, the Note Purchase Agreement, (B) the Employment Note issued pursuant to, and any other amount due from Grantor under, the Employment Agreement and (C) the Consulting Note issued pursuant to, and any other amount due from Grantor under, the Consulting Agreement; and (ii) all other obligations (monetary or otherwise) to be performed by Grantor under the Note Purchase Agreement, the Employment Agreement or the Consulting Agreement; and (b) all renewals or extensions of any of the foregoing.

“Trademark License” means any written agreement now or hereafter in existence granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule II attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited), including, without limitation, those U.S. registrations and applications for registration listed on Schedule II attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all Secured Obligations, the Grantor hereby grants and conveys a security interest to the Grantees, in, and collaterally assigns, pledges, mortgages and

hypothecates to the Grantees, all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark now or hereafter owned by the Grantor or in which the Grantor now has or hereafter acquires rights and wherever located (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of the Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule II hereto; and

(b) each Trademark License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule II hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule II hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Grantees exercise the rights and remedies accorded to them under the Security Agreement, dated the date hereof, among the Grantor and the Grantees (as amended, restated or otherwise modified, the "Security Agreement"), and by law with respect to the realization upon their security interest in and collateral assignment of the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Grantees with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 12 thereof. At any time and from time to time prior to such termination, the Grantees may terminate their security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Grantees shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Grantees) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Grantees to modify this Agreement by amending Schedule II to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) the Grantees shall not have any obligation or responsibility to protect or defend the Property and the Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Grantor shall forthwith advise the Grantees promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Grantees may do so in the Grantor's name or in their own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Grantees for all reasonable expenses, including attorneys' fees, incurred by the Grantees in protecting, defending and maintaining the Property.

7. All notices hereunder shall be in writing or by telecopy and shall be sufficiently given to Grantees or Grantor if addressed or delivered to them as provided in the Note Purchase Agreement.

8. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any jurisdiction.

9. This Agreement is for the benefit of Grantees and their permitted successors and assigns, and in the event of an assignment of all or any of the Secured Obligations, the rights hereunder, to the extent applicable to such Secured Obligations so assigned, may be transferred with such Secured Obligations. This Agreement shall be binding on Grantor, and its successors and assigns; provided, however, that Grantor may not assign any of its rights or obligations hereunder.

10. This Agreement may be executed by the parties hereto in several counterparts and each shall be deemed to be an original and all of which shall constitute together but one and the same Agreement. Any Counterpart Signature Page signed by a Grantee shall serve for all purposes as a counterpart signature hereto. Signatures transmitted via facsimile shall be deemed originals for purposes of this Agreement

11. (a) THIS AGREEMENT SHALL BE DEEMED TO BE MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF GEORGIA, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NON PERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN GEORGIA.

(b) GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY GEORGIA STATE OR FEDERAL COURT SITTING IN FULTON COUNTY, GEORGIA, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION AGREEMENT, AND GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH GEORGIA STATE OR FEDERAL COURT. GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF ANY INCONVENIENT FORUM (FORUM NON CONVENIENS) TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION AGREEMENT.

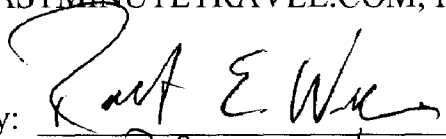
[Signature Page Following]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

GRANTOR:

LASTMINUTETRAVEL.COM, INC.

By:


Name: Robert E. Wendling

Title:

COO

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the holders listed on the Schedule of Holders thereto ~~LastMinuteTravel.com, Inc., Alan N. Greenberg, and the holders of LastMinuteTravel.com, Inc.'s Series E Preferred Stock and Series F Preferred Stock;~~
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

* Attached Certificate of Notary Ack Form

Witness: _____

Print Name: Robert S. Greenbaum (SEAL)

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____

By: _____

Print Name: _____

Title: _____

Witness: _____

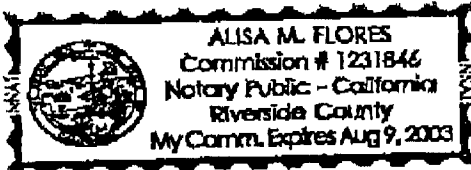
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of RIVERSIDE } ss.

On January 18, 2002 before me, ALISA M. FLORES
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared ROBERT STRAUSS GREENBAUM
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Alisa M. Flores
Signature of Notary Public

Please Notary Sign Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: COUNTERPART SIGNATURE PAGE

Document Date: JANUARY 18, 2002 Number of Pages: 1 Notarized

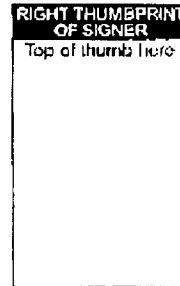
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: ROBERT STRAUSS GREENBAUM

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: himself



COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

_____ (SEAL)
 Witness: _____ Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: The James R. Greenbaum & Peggy S. Greenbaum Family Trust
 By: [Signature]
 Print Name: James R. Greenbaum/Peggy S. Greenbaum
 Title: Trustees

Witness: [Signature]

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

_____ (SEAL)

Witness: _____

Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: James R Greenbaum Jr Family Foundation Trust

By: [Signature]

Print Name: James R Greenbaum Jr.

Title: Managing Director

Witness: [Signature]

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

_____(SEAL)

Witness: _____

Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: James R Greenbaum Jr. Living Trust

By: [Signature]

Witness: [Signature]

Print Name: James R. Greenbaum, Jr. Trustee

Title: Trustee

Jan-28-2002 06:24pm From-

T-397 P.002/002 F-172

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:


- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

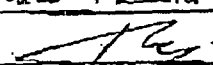
[FOR INDIVIDUALS]

Witness: _____ (SEAL)
 Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Witness:  _____

Entity Name: New Media Holding LLC ^{CCR Company}

By:  _____

Print Name: Vladimir A. Goussinski

Title: CEO

ATLANTA 292523v1

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Witness: [Signature]

[Signature] (SEAL)

Print Name: RAYMOND PROGETI

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____

By: _____

Witness: _____

Print Name: _____

Title: _____

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among LastMinuteTravel.com, Inc., Alan N. Greenberg, and the holders of LastMinuteTravel.com, Inc.'s Series E Preferred Stock and Series F Preferred Stock;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Witness: Patricia W. Cohen

Charles Wilmer (SEAL)
Print Name: Charles Wilmer

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____
By: _____
Print Name: _____
Title: _____
Witness: _____

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among LastMinuteTravel.com, Inc., Alan N. Greenberg, and the holders of LastMinuteTravel.com, Inc.'s Series E Preferred Stock and Series F Preferred Stock;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Witness: Linda Greenwald Lloyd Greenwald (SEAL)
 Print Name: LLOYD GREENWALD

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____
 By: _____
 Print Name: _____
 Title: _____

ATLANTA 292365v1

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among LastMinuteTravel.com, Inc., Alan N. Greenberg, and the holders of LastMinuteTravel.com, Inc.'s Series E Preferred Stock and Series F Preferred Stock;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Witness: _____ (SEAL)
 Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: Richard L. & Susan B. Childs Family *Limit PTH2*
 By: Richard L. Childs
 Print Name: Richard L. Childs
 Title: Partner
 Witness: [Signature]

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

_____ (SEAL)

Witness: _____

Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: AFM Revocable Trust

By: Roy M. Jones

Witness: _____

Print Name: Roy M. Jones

Title: Co-Trustee

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

_____(SEAL)

Witness: _____

Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: Estate of Edward G. Hitt, Jr.

By: [Signature]

Witness: _____

Print Name: Roy M. Jones

Title: Executor

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]



(SEAL)

Witness: _____

Print Name: Roy M. Jones

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____

By: _____

Witness: _____

Print Name: _____

Title: _____

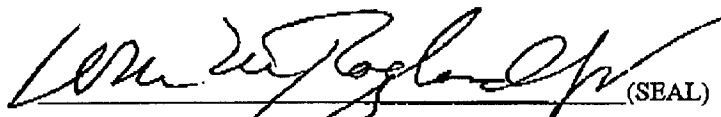
COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

 (SEAL)

Witness: _____

Print Name: William M. Ragland Jr.

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____

By: _____

Witness: _____

Print Name: _____

Title: _____

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

_____(SEAL)

Witness: _____

Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: Cushing Morris 401K p/s/p fbo Charles M. Cushing Jr.

By: [Signature]

Witness: Debra L. Portock

Print Name: Charles M. Cushing Jr.

Title: Trustee

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Jeff H Young
Shirlee Vandermeer Young (SEAL)

Witness: _____

Print Name: Jeffrey H. Young

Shirlee Vandermeer Young

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____

By: _____

Witness: _____

Print Name: _____

Title: _____

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among LastMinuteTravel.com, Inc., Alan N. Greenberg, and the holders of LastMinuteTravel.com, Inc.'s Series E Preferred Stock and Series F Preferred Stock;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

_____(SEAL)

Witness: _____

Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: Stokes Lazarus & Carmichael LLP

P/S Plan UAD 11/19/97, Wayne H.

By: Lazarus & Marion B. Stokes, TTEES

EBO Wayne H. Lazarus

Witness: 

Print Name: _____

Title: 

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Witness: Linnda Strickland

Ken Woods Trustee (SEAL)
Print Name: Kenwood R Woods Trustee

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____
By: _____
Witness: _____

Print Name: _____
Title: _____


COUNTERPART SIGNATURE PAGE


BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THEREON. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto.
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto.
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto.
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

(FOR INDIVIDUALS)

Witness: 
Alex Sabour

 (SEAL)
Print Name: KAYLEEN SABOUR

(FOR CORPORATIONS AND OTHER ENTITIES)

Entity Name: _____
By: _____
Print Name: _____
Title: _____

Witness: _____

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Witness: Raymond J. Timmons



(SEAL)
Print Name: Thomas F. Greenbaum

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____
By: _____
Witness: _____

Print Name: _____
Title: _____

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Witness: _____ (SEAL)
 Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: WILLRICH Associates, LLC
 By: [Signature]
 Print Name: William A. Meyer
 Title: Managing Member
1/25/02

Witness: Barbara Richese

ATLANTA 292523v1

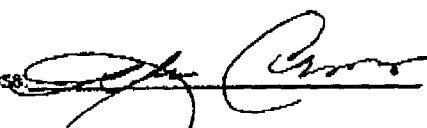
COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

Witness:  _____

Print Name: LEON M. CAPOUANO (SEAL)

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____

By: _____

Print Name: _____

Title: _____

Witness: _____

COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

_____(SEAL)

Witness: _____

Print Name: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: Greenberg Ventures

By: [Signature]

Print Name: Alan N. Greenberg

Title: Chairman

Witness: [Signature]

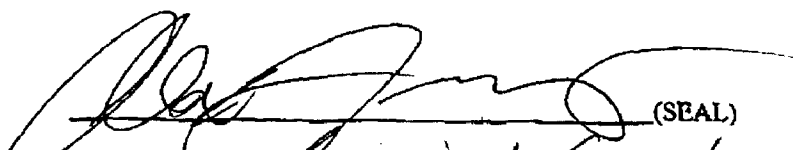
COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- LastMinuteTravel.com, Inc. Voting Agreement, by and among LastMinuteTravel.com, Inc., Alan N. Greenberg, and the holders of LastMinuteTravel.com, Inc.'s Series E Preferred Stock and Series F Preferred Stock;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

 (SEAL)
 Print Name: Alan N. Greenberg

Witness: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____

By: _____

Print Name: _____

Title: _____

Witness: _____


COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among LastMinuteTravel.com, Inc., Alan N. Greenberg, and the holders of LastMinuteTravel.com, Inc.'s Series E Preferred Stock and Series F Preferred Stock;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

 (SEAL)
 Print Name: JACK ARDUCCI
 1/22/02

Witness: _____

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____
 By: _____
 Print Name: _____
 Title: _____

Witness: _____

ATLANTA 292365v1

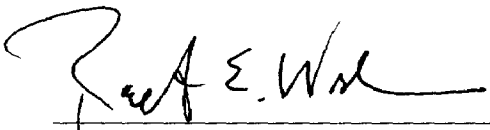
COUNTERPART SIGNATURE PAGE

BY SIGNING BELOW, THE UNDERSIGNED HEREBY AGREES THAT THIS SIGNATURE PAGE SHALL SERVE AS THE UNDERSIGNED'S AGREEMENT TO BECOME A PARTY TO AND TO BE BOUND BY EACH OF THE FOLLOWING DOCUMENTS TO WHICH THE UNDERSIGNED IS A PARTY AS SHOWN IN SUCH DOCUMENT, AND MAY BE COPIED AND ATTACHED TO EACH SUCH DOCUMENT, AND SHALL SERVE AS AND HAVE THE EFFECT OF THE UNDERSIGNED'S ORIGINAL SIGNATURE THERETO. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT HE HAS RECEIVED, READ AND APPROVED EACH OF THE FOLLOWING:

- Note Purchase Agreement, by and among LastMinuteTravel.com, Inc. and the Purchasers listed on Schedule I thereto;
- LastMinuteTravel.com, Inc. Voting Agreement, by and among the Holders listed on the Schedule of Holders thereto;
- Registration Rights Agreement, by and between LastMinuteTravel.com, Inc. and the holders of LastMinuteTravel.com, Inc.'s Series F Preferred Stock listed on Schedule I thereto;
- Security Agreement, by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Copyrights), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Patents), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Collateral Assignment and Security Agreement (Trademarks), by and among LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC;
- Intercreditor Agreement, by and among the Purchasers listed on Schedule I thereto, Alan N. Greenberg, Greenberg Ventures LLC and LastMinuteTravel.com, Inc.; and
- Landlord's Waiver and Agreement, by and among Cousins LORET Ventures, L.L.C., LastMinuteTravel.com, Inc., the Purchasers listed on Schedule I thereto, Alan N. Greenberg and Greenberg Ventures LLC.

In Witness Whereof, the undersigned hereby agrees to become bound by each of the foregoing agreements to which it is a party, effective as of the date first set forth in such document.

[FOR INDIVIDUALS]

 (SEAL)

Witness: Elizabeth H

Print Name: Robert E. Wendling

[FOR CORPORATIONS AND OTHER ENTITIES]

Entity Name: _____

By: _____

Witness: _____

Print Name: _____

Title: _____

Schedule I
to Collateral Assignment
and Security Agreement (Trademarks)

Robert S. Greenbaum
James R. Greenbaum and Peggy S. Greenbaum Family Trust
James R. Greenbaum, Jr. Family Foundation Trust
James R. Greenbaum, Jr. Living Trust
New Media Holding L.L.C.
Raymond Arogeti
Charles Inman Wilmer
Lloyd V. Greenwald
Richard L. and Lora B. Childs Family Limited Partnership
Pamela Prince
HFM Revocable Trust
Estate of Edward G. Hitt, Jr.
Roy M. Jones
John W. Wallace, Jr.
William M. Ragland, Jr.
Cushing Morris 401K P/S/P FBO Charles M. Cushing, Jr.
Jeffrey H. Young and Shirlee VanderMeer Young
Stokes Lazarus & Carmichael LLP P/S Plan UAD 11/19/97
Ken Woods Trust FBO Kathryn Kevin and Matthew Woods
Kayleen Sabour
Thomas E. Greenbaum
WILLRICH Associates, LLC
Leon M. Capuano
Alan N. Greenberg
Greenberg Ventures LLC
Jack Arogeti
Robert E. Wendling

Schedule II
to Collateral Assignment
and Security Agreement (Trademarks)

LASTMINUTETRAVEL.COM. INC.

PENDING AND REGISTERED U.S. TRADEMARKS

MARK	NUMBER
LastMinuteTravel.com	2,493,292
LastMinuteTravel.com & Design	2,485,919
Genie Bottle (Design only)	2,502,936
ELastMinute	75/847,262
ELastMinute.com	75/847,259
E-LastMinute	75/857,727
E-LastMinute.com	75/847,261
Just Released Offers. Just here. Just go.	75/879,096
Last Minute Travel	1,811,733

PENDING AND REGISTERED FOREIGN TRADEMARKS

None.