


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$ ∇ ∇ ∇ ∇ ∇ ∇	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): EMAZE, INC. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>HOTELS.COM, L.P.</u> Internal Address: <u>SUITE 400</u> Street Address: <u>10440 N. CENTRAL EXPRESSWAY</u> City: <u>DALLAS</u> State: <u>TX</u> Zip: <u>75231</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership <u>Texas</u> <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>05/10/02</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/746,922</u> B. Trademark Registration No.(s) _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Kristi F. Nickel</u> Internal Address: _____ Street Address: <u>Cox & Smith Incorporated</u> <u>112 E. Pecan St., Suite 1800</u> City: <u>San Antonio</u> State: <u>TX</u> Zip: <u>78205-1521</u>	6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>03-3483</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Kristi F. Nickel Name of Person Signing </div> <div style="width: 40%; text-align: center;">  Signature </div> <div style="width: 20%; text-align: center;"> <u>1/14/04</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> Total number of pages including cover sheet, attachments, and document: 12 </div>		

CH \$40.00 033483 75746922

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

BILL OF SALE AND ASSIGNMENT AGREEMENT

This Bill of Sale and Assignment Agreement (the "*Agreement*") is entered into this the 10th day of May, 2002, by and among Emaze, Inc., a Florida corporation (the "*Emaze*"), Hotels.com, L.P., a Texas limited partnership (the "*Buyer*"), Esitemaker, Inc., a Florida corporation ("*Esitemaker*"), and Jeffrey I. Sherrin (the "*Principal Shareholder*").

The following recitals are true and constitute the basis for this Agreement:

- A. Emaze, the Shareholders and Buyer are parties to that certain Purchase and Sale Agreement dated as of the date hereof (the "*Purchase Agreement*"), providing for Buyer's acquisition of the Domain Name and other assets described in the Purchase Agreement (capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Purchase Agreement); and
- B. Buyer, Emaze and the Principal Shareholder desire to execute and deliver this Agreement in order to evidence the vesting in Buyer of the Domain Name, and each provision of the Purchase Agreement applicable to Emaze in the Purchase Agreement is hereby incorporated herein for all purposes.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Conveyance of Acquired Assets.** Emaze has, effective from and after the date hereof, conveyed, granted, sold, transferred, set over, assigned, delivered and confirmed, and by this Agreement does, effective from and after the date hereof, convey, grant, sell, transfer, set over, assign, deliver and confirm unto Buyer, its successors and assigns, all of Emaze's rights, titles and interests in and to the Domain Name and the registration thereof, all associated universal resource locators, whether registered in the name of Emaze or by any other person on behalf of Emaze, together with all the goodwill connected with and symbolized by the Domain Name and Emaze's rights in and to any trademark or service mark on the Domain Name, all Emaze's rights in and to the content to the website for the Domain Name, and any intellectual property rights of Emaze relating to any of the foregoing, including, but not limited to, any translations, adaptations, derivations, copyrights, and combinations thereof, all applications, registrations, and renewals in connection therewith, and any right of Emaze to register, perfect and enforce any rights embodied therein, including any right of Emaze to collect damages for any past infringement of such rights by third parties to the extent any such trademark, service mark, or intellectual property rights exist (provided that Buyer shall not have any right to collect damages against, or collect any unpaid fees from, Orlando which relate in any manner to its use of the Domain Name prior to the date hereof under that certain License Agreement dated March 22, 2000, between Emaze and Orlando (the "*License*"), which License is being terminated immediately prior to the execution of this Agreement), together with all and singular the rights and appurtenances thereto in any way belonging, free and clear of all liens, claims and encumbrances.

2. **Representations and Warranties.**

Emaze, Esitemaker and the Principal Shareholder hereby, jointly and severally, represent and warrant to Buyer that the statements contained in this Section 2 are correct and complete as of the date of this Agreement and as of the date the Domain Name and the Application are transferred to Buyer on the books and records of the Registrar and the USPTO, respectively. Emaze agrees that Buyer shall be

entitled to the benefit of its representations and warranties set forth in the Option upon the assignment of the Option from the Optionholder to Buyer pursuant to the Purchase Agreement.

2.1 Organization. Each of Optionholder, Esitemaker, Emaze and Orlando is a corporation duly organized, validly existing, and in good standing under the laws of the state of Florida and is qualified to do business and in good standing as a foreign corporation in each jurisdiction where the conduct of its business so requires, except where the failure to so qualify would not have a material adverse effect on their respective business.

2.2 Authorization of Transaction. Each of Optionholder, Esitemaker, Emaze, Orlando and each other member of the Seller Group has full power and authority to enter into and perform this Agreement and each other agreement, instrument, and document required to be executed by them in connection herewith. The execution, delivery, and performance of this Agreement and such other agreements, instruments, notes and documents have been duly authorized by all necessary actions of each of Optionholder, Esitemaker, Emaze, Orlando and each other member of the Seller Group, and no other action on the part of any of them is required in connection therewith. This Agreement has been duly and validly executed and delivered by each member of the Seller Group and constitutes a valid and binding obligation of each member of the Seller Group enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally or general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 Noncontravention. Neither the execution and the delivery of this Agreement and each agreement, document and instrument to be executed and delivered by each member of the Seller Group pursuant to this Agreement nor the consummation of the transactions contemplated hereby will (a) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any member of the Seller Group is subject or any provision of the articles of incorporation or bylaws of any member of the Seller Group or (b) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument, or other arrangement to which any member of the Seller Group is a party or by which any of them is bound or to which any of their assets are subject (or result in the imposition of any security interest upon any of their assets). Other than to complete and submit the required transfer papers to Registrar with respect to the Domain Name and the completion and filing of a necessary assignment of the Application with the USPTO, neither Emaze nor any other member of the Seller Group need give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Person in order for the parties to consummate the transactions contemplated by this Agreement.

2.4 Brokers' Fees. No member of the Seller Group has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Buyer could become liable or obligated.

2.5 Title to Assets.

(a) Emaze has good and marketable title to the Domain Name and possesses all right, title, and interest in and to the Domain Name, free and clear of any liens, claims, charges, licenses or encumbrances of any kind whatsoever, including, without limitation, any pledged security interest or claim, or any restrictions on transfer. The Domain Name has been fully paid for and Emaze has not previously assigned, transferred, pledged, hypothecated, or in any other manner disposed of or encumbered the Domain Name. The Domain Name is registered with the Registrar in the name of Emaze

and such registration has not been revoked, refused or terminated, nor has any revocation, refusal or termination of such registration been threatened by the Registrar or any other Person. Emaze properly registered the Domain Name with Registrar without committing fraud or misrepresentation. All applicable registration and renewal fees payable with respect to the Domain Name have been timely paid when due. There is not presently, and no member of the Seller Group has any knowledge of, any default (or any condition or event which, after notice or lapse of time or both, would constitute a default) under the domain name registration agreement with respect to the Domain Name.

(b) Orlando has good and marketable title to the Application and possesses all right, title, and interest in and to the Application, free and clear of any liens, claims, charges, licenses or encumbrances of any kind whatsoever, including, without limitation, any pledged security interest or claim, or any restrictions on transfer, provided that no representations are made to Buyer that a service mark registration will be granted with respect to the Application or as to holding title to the name "Orlando.com" or the service mark "Orlando.com." The Application has been fully paid for and Orlando has not previously assigned, transferred, pledged, hypothecated, or in any other manner disposed of or encumbered the Application. All applicable registration and renewal fees payable with respect to the Application have been timely paid when due.

(c) Optionholder has good and marketable title to the Option and possesses all right, title, and interest in and to the Option, free and clear of any liens, claims, charges, licenses or encumbrances of any kind whatsoever, including, without limitation, any pledged security interest or claim, or any restrictions on transfer. The consideration payable to Emaze by the optionholder for the grant of the Option has been paid in full and the Optionholder has not previously assigned, transferred, exercised, pledged, hypothecated, or in any other manner disposed of or encumbered the Option.

(d) No claims have been asserted or, to the knowledge of any member of the Seller Group, threatened against Emaze, Orlando or any other member of the Seller Group, or any Affiliate of any of them: (i) to the effect that the Domain Name or the Application infringes on any intellectual property rights of any other person or entity; (ii) against the use by any member of the Seller Group of the Domain Name or the Application; or (iii) challenging or questioning the validity of any member of the Seller Group's rights in and to the Domain Name, the Application or the Option.

(e) There are no actions, suits, investigations, or other legal proceedings involving claims by or against any member of the Seller Group relating to the Domain Name, the Application or the Option pending or, to the knowledge of the Seller Group, threatened, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality. There are no orders, judgments, injunctions or decrees of any court or governmental agency pending which relate to the Domain Name, the Application or the Option.

(f) No member of the Seller Group has ever agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the Domain Name, the Application or the Option.

2.6 Contracts. Schedule 5.6 of the Purchase Agreement lists, to the best of the knowledge of the members of the Seller Group as of the date of this Agreement, the then-effective contracts and other agreements (whether oral or written) to which any member of the Seller Group is a party which in any way relates to the Domain Name, the Application or the Option, including, but not limited to (a) any contract, including any Internet or world wide web advertising agreement, that obligates any member of the Seller Group to pay any other party based on the ownership and use of the Domain Name, (b) any contract, including any Internet or world wide web advertising agreement, that obligates any party to pay any member of the Seller Group based on the ownership, use or promotion of any service or product on the Domain Name, or (c) any affiliate or linking agreement that in any way applies to or effects the

Domain Name. All of the agreements (whether oral or written) described on Schedule 5.6 are hereinafter referred to as the "Advertising Contracts." Other than the Advertising Contracts, no member of the Seller Group is a party to or aware of any other agreement affecting or relating to the Domain Name, the Application or the Option, or giving rise to any claim, liability, or restriction against the Domain Name or which would limit or restrict Emaze's ability to transfer the Domain Name. Further, substantially all of the Advertising Contracts may be terminated by the member of the Seller Group that is a party thereto by providing the other party thereto with its written notice of termination on no more than 10 days prior written notice, and no member of the Seller Group that is a party thereto or Buyer following its acquisition of the Domain Name shall have any obligations to any other party under any such Advertising Contracts following their termination. Further, to the knowledge of the members of the Seller Group, any other Advertising Contracts that are not terminable on 10 days prior written notice may be terminated by the member of the Seller Group that is a party thereto by providing the other party thereto with its written notice of termination on no more than 30 days prior written notice, and no member of the Seller Group that is a party thereto or Buyer following its acquisition of the Domain Name shall have any obligations to any other party under any such Advertising Contracts following their termination. Notwithstanding the foregoing, the Advertising Contract with Value Added Vacations may be terminated on no more than 10 days prior written notice, and no member of the Seller Group that is a party thereto or Buyer following its acquisition of the Domain Name shall have any obligations to Value Added Vacations following the termination thereof. In addition, notwithstanding any other term or provision of this Agreement to the contrary, Buyer is not assuming any Advertising Contract or any other liability of any member of the Seller Group, and each member of the Seller Group hereby represents and warrants to Buyer that Buyer shall not become obligated or responsible at any time for any obligation of any member of the Seller Group under any of the Advertising Agreements or any other liability, known or unknown, of any member of the Seller Group. Other than for the Option, there are no outstanding or authorized agreements, options, or other rights in favor of any other party to purchase or acquire either the Domain Name, the Application or the Option. The sale and transfer of the Option to Buyer terminates all rights of the Optionholder to acquire the Domain Name or otherwise assert any ownership right, title or interest in or to the Domain Name.

2.7 Litigation. No member of the Seller Group (a) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge, or (b) is a party or, to the knowledge of any of the directors or officers (and employees with responsibility for litigation matters) of Esitemaker, Orlando, Emaze or the Optionholder, is threatened to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator.

2.8 Taxes. Each member of the Seller Group and each of their Affiliates has filed all Tax returns that each was required to file or properly extended same. All such Tax returns were correct and complete in all material respects, or in the event any Tax return has been properly extended, such Tax return will be correct and complete in all material respects when filed. All Taxes owed by any member of the Seller Group and their Affiliates (whether or not shown on any Tax return) have been paid. Each member of the Seller Group shall be liable for, and shall indemnify and hold the Buyer harmless from, (a) all Taxes (as defined below) and Tax liens that are imposed on or incurred with respect to the Option, the Application or the Domain Name, the business operations of any member of the Seller Group or any of its Affiliates for any period, (b) any Taxes payable as a result of a breach by any such party of any of the representations set forth in this Section 2.8 hereof, and (c) any necessary and reasonable attorneys' fees or other costs incurred by Buyer or its Affiliates in connection with obtaining payment or indemnification from any such party under this Section 2.8.

2.9 Other Foreign Language Versions. Emaze hereby agrees that to the extent it currently has or ever acquires rights to other URL's which are foreign language versions of the Domain Name,

including any other country code top level of the Domain Name or other extensions thereof (e.g., .net, .org, etc.), it shall link such URLs directly to Orlando.com at no additional charge to the Buyer.

2.10 Disclosure. This Agreement and the attachments, written statements, documents, certificates, or other items prepared or supplied to Buyer by or on behalf of the Seller Group with respect to the transactions contemplated in this Agreement are complete and authentic in all material respects, and all contracts and other agreements or instruments included thereunder are valid, subsisting and binding on the parties thereto in accordance with their terms. Neither this Agreement nor any of the attachments, written statements, documents, certificates, or other items prepared or supplied to the Buyer by or on behalf of the Seller Group with respect to the transactions contemplated in this Agreement contain any untrue statement of a material fact or omit a material fact necessary to make each statement contained herein or therein not misleading. Neither any member of the Seller Group nor any responsible officer or manager has intentionally concealed any fact known by such person to have a material adverse effect upon the Domain Name, the Application or the Option or the transactions contemplated by this Agreement.

3. Indemnification.

3.1 *Obligation of Emaze to Indemnify.* Emaze agrees to indemnify, defend and hold harmless the Buyer Group from and against any Losses (whether or not arising out of Third-Party Claims), including, interest, penalties, and other Losses resulting from any shut down or curtailment of operations, attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing based upon, arising out of or due to or otherwise in respect of:

(a) any inaccuracy in or any breach of any representation or warranty by the Seller Group contained in this Agreement, the Purchase Agreement, or in any or other writing delivered pursuant hereto;

(b) any breach of any covenant or agreement by the Seller Group contained in this Agreement, the Purchase Agreement, or in any or other writing delivered pursuant hereto;

(c) the use of the Domain Name prior to the date hereof by the Seller Group, the operation of any of Esitemaker's, Emaze's or Orlando's respective businesses, or the Advertising Contracts; and

(d) any liability of the Seller Group or any of their Affiliates that is not disclosed herein or in any schedule hereto.

Emaze agrees that Buyer shall be entitled to the benefit of its indemnification obligations set forth in the Option upon the assignment of the Option from the Optionholder to Buyer pursuant to this Agreement.

3.2 *Obligation of Buyer to Indemnify.* Buyer shall indemnify, defend and hold harmless Emaze from and against any Losses arising out of or due to (a) any inaccuracy in or any breach of any representation, warranty, covenant or agreement of Buyer contained in this Agreement or in any document or other writing delivered pursuant hereto, and (b) Buyer's ownership of the Domain Name and the Application after the date hereof.

3.3 *Notice to Indemnifying Party*

(a) ***Notice of Asserted Liability.*** The party making a claim under this Article III is referred to as the "*Indemnitee*," and the party against whom such claims are asserted under this Article III is referred to as the "*Indemnifying Party*." All claims by any Indemnitee under this Article III, including, without

limitation, any lawsuit or enforcement action filed against the Indemnitee (a "Third-Party Claim"), shall be asserted and resolved as follows; promptly after receipt by the Indemnitee of notice of any claim or circumstances which, with the lapse of time, would or might give rise to a claim or the commencement (or threatened commencement) of a claim for indemnification under this Article III, including any action, proceeding or investigation (an "Asserted Liability") that may result in a Loss, the Indemnitee shall give notice thereof (the "Claims Notice") to the Indemnifying Party; provided, that, the failure to give notice shall not affect the Indemnifying Party's obligations hereunder except to the extent it is materially prejudiced thereby. The Claims Notice shall describe the Asserted Liability in reasonable detail, and shall indicate the amount (estimated, if necessary, and to the extent feasible) of the Loss that has been or may be suffered by the Indemnitee.

(b) **Opportunity to Defend.** The Indemnifying Party may elect to compromise or defend, at its own expense and by its own counsel, any Asserted Liability arising from any Third Party Claim. If the Indemnifying Party elects to compromise or defend such Asserted Liability, it shall within thirty days (or sooner, if the nature of the Asserted Liability so requires) notify the Indemnitee of its intent to do so, and the Indemnitee shall cooperate, at the expense of the Indemnifying Party, in the compromise or defense against, such Asserted Liability. If the Indemnifying Party elects not to compromise or defend the Asserted Liability, fails to notify the Indemnitee of its election as herein provided or contests its obligation to indemnify under this Agreement, the Indemnitee may pay, compromise or defend such Asserted Liability. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnitee may settle or compromise any Asserted Liability over the objection of the other; provided, however, consent to settlement or compromise shall not be unreasonably withheld. In any event, the Indemnitee and the Indemnifying Party may participate, at their own expense, in the defense of such Asserted Liability. If the Indemnifying Party chooses to defend any Asserted Liability, the Indemnitee shall make available to the Indemnifying Party any books, records or other documents within its control that are necessary or appropriate for such defense. An Indemnitee may hire separate counsel from the Indemnifying Party at the expense of the Indemnifying Party if it has separate defenses or claims with respect to such suit or proceeding and which constitute indemnifiable Losses which may reasonably be considered to conflict with the interest of the Indemnifying Party.

3.4 Survival of Representations and Warranties. The representations, warranties, covenants, agreements and indemnifications made by each of the parties contained in this Agreement or in any writing delivered pursuant to the provisions of this Agreement shall survive the investigation heretofore or hereafter made by Buyer and the consummation of the transactions contemplated herein and shall continue in full force and effect for the period beginning on the date hereof and continuing thereafter until the Survival Period; provided that, representations and warranties contained in Section 2.8 shall survive for the period of the applicable statute of limitations; provided, further, that the provisions of Section 4.18 of the Purchase Agreement shall survive for the periods of time which they are applicable, as set forth in Section 4.18 thereof. The survival period shall be extended automatically to include any time period necessary to resolve a claim for indemnification which was made before expiration of the Survival Period but not resolved prior to its expiration; provided, however, that any such extension shall apply only as to claims asserted and not so resolved within the Survival Period. Without limiting the generality of the foregoing, Emaze specifically acknowledges that the representations, warranties, covenants and agreements set forth herein are not affected in any way by Buyer's review of any of the Seller Group's or any Affiliate's minute books, stock books or corporate records of any sort, by any prior discussions among Buyer and the Seller Group or any investigation heretofore or hereafter made by, or on behalf of, Buyer.

4. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Emaze,

the Buyer, the Principal Shareholder and their respective heirs, successors and assigns, any remedy or claim under or by reason of this Agreement.

5. **Further Assurances.** The Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the request of the Buyer, the Seller will promptly execute and deliver, or cause to be executed and delivered, to the Buyer all such further instruments and take all such further action as may be reasonably necessary or appropriate to more effectively transfer to the Buyer, or to perfect or record the Buyer's title to or interest in, or to enable the buyer to use, the Domain Name assigned or to be assigned to the Buyer.

6. **Miscellaneous.**

6.1 **Notices.** All notices, communications and deliveries hereunder shall be made in writing signed by the party making the same, shall specify the Section hereunder pursuant to which it is given or being made, and shall be delivered personally, by telecopy or by registered or certified mail or by any express mail or courier delivery service (with postage and other fees prepaid) as follows:

To Buyer: Hotels.com, L.P.
Attn: General Counsel
8140 Walnut Hill Lane
Dallas, TX 75231
Telecopy: 214.369.7409
Email: gporter@hoteldiscount.com

With a copy to: Sayles, Lidji & Werbner
Attn: Brian M. Lidji
4400 Renaissance Tower
1201 Elm Street
Dallas, TX 75270
Telecopy: 214.939.8787
Email: blidji@slw.com

To Emaze, Esitemaker
or the Principal Shareholder: c/o Jeffrey I. Sherrin
1725 University Drive
Suite 450
Coral Springs, FL 33071
Telecopy: 954.755.5741
Email: jeffsherrin@aol.com

with a copy to: Broad and Cassel
Attn: David J. Powers
7777 Glades Road, Suite 300
Boca Raton, Florida 33434
Telecopy: 561.483.7321
Email: dpowers@broadandcassel.com

or to such other representative or at such other address of a party as such party hereto may furnish to the other parties in writing. Such notice shall be effective upon the date of delivery or the intended recipient's refusal to accept delivery, if sent by personal delivery, registered, certified or express mail, courier delivery or by telecopy (with confirmation of transmission). After any notice is made hereunder, the party

taking such action will use its best efforts to deliver a copy of such notice to the e-mail address of the intended recipients as soon as practical but in no event later than 12 hours after such action has been taken.

6.2 Attachments. All schedules and exhibits attached hereto are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

6.3 Assignment; Successors in Interest. No assignment or transfer by any party of its respective rights and obligations hereunder shall be made except with the prior written consent of the other parties hereto, except Buyer shall be permitted to assign its rights and obligations hereunder to one of its Affiliates, but no such assignment will release Buyer from its obligations hereunder. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and permitted assigns, as the case may be, and any reference hereto shall also be a reference to a permitted successor or assign.

6.4 Number; Gender. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

6.5 Captions. The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to Articles and Sections are references to Articles and Sections of this Agreement and all references to Exhibits are references to Exhibits to this Agreement.

6.6 Controlling Law; Integration; Amendment. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law provisions, statutes, regulations or principles of this or any other jurisdiction. This Agreement (and the related written agreements to be entered into in connection with this Agreement) supersedes all negotiations, agreements and understandings among the parties with respect to the subject matter hereof and constitutes the entire agreement among the parties hereto. This Agreement may not be amended, modified or supplemented except by the written agreement of the parties hereto. Nothing in this Agreement may be relied upon or shall benefit any party other than the parties hereto.

6.7 Counterparts. This Agreement may be executed in counterparts, including the signature pages, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. In addition, the parties agree that the counterparts of this Agreement so signed may be evidenced by delivery of a telecopy or other electronic transmission of the signature page image to this Agreement to the other party at the number listed in Section 6.1 and that such telecopied signature pages shall be treated for all purposes as original signatures to this Agreement.

6.8 Enforcement of Certain Rights. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, their successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person, firm or corporation being deemed a third party beneficiary of this Agreement.

6.9 Waiver. Any agreement on the part of a party hereto to any extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or

warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

6.10 *Reliance on Counsel and Other Advisors.* Each party has consulted such legal, financial, technical or other experts as it deems necessary or desirable before entering into this Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

6.11 *Injunctive Relief.* The parties to this Agreement hereby agree that any remedy at law for any breach of the provisions contained in this Agreement shall be inadequate and that any party, to the extent permitted by applicable law, shall be entitled to injunctive relief in addition to any other remedy such party might have under this Agreement.

6.12 *Severability.* If a judicial or arbitral determination is made that any of the provisions of this Agreement constitutes an unreasonable or otherwise unenforceable restriction against either party the provisions of this Agreement shall be rendered void only to the extent that such judicial or arbitral determination finds such provisions to be unreasonable or otherwise unenforceable with respect to either party.

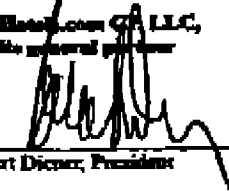
6.13 *Access to Electronic Copies.* Any party to this Agreement who, directly or through its agents or attorneys, has access to digital electronic copies of this Agreement (including attachments hereto) in a commercially available word processing program or plain text format, shall promptly provide such electronic copies of this Agreement (including attachments hereto) to the other parties hereto upon request.

IN WITNESS WHEREOF, Seller, Buyer and the Principal Shareholder have caused and delivered this Agreement as of the date first written above.

HOTELS.COM, L.P.

EMAZE, INC.

By: Hotels.com GP, LLC,
its general partner


By: _____
Robert Dierck, President

By: _____
Samuel Sutton, Vice President

ESTIMAKER, INC.

By: _____
Jeffrey L. Sherrin, President

By: _____
Jeffrey L. Sherrin

warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

6.10 Reliance on Counsel and Other Advisors. Each party has consulted such legal, financial, technical or other experts as it deems necessary or desirable before entering into this Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

6.11 Injunctive Relief. The parties to this Agreement hereby agree that any remedy at law for any breach of the provisions contained in this Agreement shall be inadequate and that any party, to the extent permitted by applicable law, shall be entitled to injunction relief in addition to any other remedy such party might have under this Agreement.

6.12 Severability. If a judicial or arbitral determination is made that any of the provisions of this Agreement constitutes an unreasonable or otherwise unenforceable restriction against either party the provisions of this Agreement shall be rendered void only to the extent that such judicial or arbitral determination finds such provisions to be unreasonable or otherwise unenforceable with respect to either party.

6.13 Access to Electronic Copies. Any party to this Agreement who, directly or through its agents or attorneys, has access to digital electronic copies of this Agreement (including attachments hereto) in a commercially available word processing program or plain text format, shall promptly provide such electronic copies of this Agreement (including attachments hereto) to the other parties hereto upon request.

IN WITNESS WHEREOF, Seller, Buyer and the Principal Shareholder have executed and delivered this Agreement as of the date first written above.

HOTELS.COM, L.P.


EMAZE, INC.


By: **Hotels.com GP, LLC,**
its general partner

By: 
Samuel Sutton, Vice President

By: _____
Robert Diener, President

ESITEMAKER, INC.

By: 
Jeffrey I. Sherrin, President

By: 
Jeffrey I. Sherrin