

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
First Internet Travel, Inc. and VTS Travel Enterprises, Inc.		03/05/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	InterNetwork Publishing Corp.
Doing Business As:	Lodging.com
Street Address:	7 Sylvan Way
City:	Parsippany
State/Country:	NEW JERSEY
Postal Code:	07054
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2793744	1 800 USA HOTELS.COM
Registration Number:	2439682	1-800-USA-HOTELS

CORRESPONDENCE DATA

Fax Number: (973)496-4624
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: brenda.pope@cendant.com
Correspondent Name: First Internet Travel, Inc.
Address Line 1: 860 Wyckoff Ave.
Address Line 4: Mahwah, NEW JERSEY 07430

ATTORNEY DOCKET NUMBER:	INTERNETWORK PUBLISHING
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NAME OF SUBMITTER:	Brenda Pope
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Total Attachments: 6
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS, dated as of March 8, 2004 ("Assignment"), by First Internet Travel, Inc., a New Jersey corporation, with offices located at 860 Wyckoff Avenue (the "Company"), and VTS Travel Enterprises, Inc., a New York corporation, with offices located at 860 Wyckoff Avenue (collectively, the "Assignors") in favor of Internetwork Publishing Corp. d/b/a Lodging.com, a Delaware corporation, with offices located at 7 Sylvan Way, Parsippany, NJ 07054 (the "Assignee").

WITNESSETH

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 1, 2004 (the "Agreement"), pursuant to which Assignors have agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to accept and assume from Assignors, all of the assets, including without limitation, all intellectual property rights, used in or primarily related to the Company's business of developing, marketing and selling travel related services, primarily low-priced hotel bookings for domestic and international leisure travel, to customers through toll-free numbers and Internet websites, including without limitation, all: (i) trade names, trademarks, service marks, trade dress, logos, slogans, designs, Internet domain names and general intangibles of a like nature, together with all goodwill, registrations and applications related to the foregoing (the "Trademarks"), including without limitation, those registered Trademarks and applications for Trademark registration set forth on Attachment A hereto; (ii) patents and industrial designs (including any continuations, divisionals, continuations-in-part, renewals, reissues, and applications related thereto) (the "Patents"), including without limitation, those issued Patents and Patent applications set forth on Attachment B hereto; and (iii) copyrights (including any registrations and applications related thereto) (the "Copyrights"), including without limitation, those registered Copyrights and applications for Copyright registration set forth on Attachment C hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors do hereby assign, transfer, set over, and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignors in and to the following, including without limitation, all causes of actions, claims and demands or other rights for, or arising from, any infringement, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world: (1) the Trademarks, (2) the Copyrights, and (3) the Patents.

Assignors further agree, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

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ATTACHMENT A

REGISTERED TRADEMARKS AND APPLICATIONS

1800USAHOTELS.com
US Supplemental Reg. No 2,793,744
Registration Date 12/16/03

1-800-USA-HOTELS
US Supplemental Reg. No. 2439682
Registration Date 3/27/01

ATTACHMENT B
REGISTERED COPYRIGHTS AND APPLICATIONS

None.

ATTACHMENT C

ISSUED PATENTS AND APPLICATIONS

None.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

By: _____

Name:

Title:

Acknowledged and
Accepted:

ASSIGNEE:

By: 

Name: Edward Silver

Title: Vice President and Chief Operating Officer

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

By: [Signature]
Name: Walter L. Lott, First Internet Travel, Inc

Title: CEO

Acknowledged and
Accepted:

ASSIGNEE:

By: _____
Name: Edward Silver
Title: Vice President and Chief Operating Officer

[Signature]
Patrick Knapp, URS Travel Enterprises, Inc
President