

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entertainment Publications, Inc.		08/05/2008	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association
Street Address:	1753 Pinnacle Drive
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 93

Property Type	Number	Word Mark
Registration Number:	2234690	A+ CARD
Registration Number:	1471626	BABY BONANZA
Registration Number:	3068699	BE AN ARTIST
Registration Number:	3259577	CLASSIC RECIPES EMILY'S HOME BAKERY
Registration Number:	1517965	COMMUNITY COUPON BOOK
Registration Number:	2731743	CONDO RENTALBANK
Registration Number:	2345502	
Registration Number:	3396008	
Registration Number:	1718106	
Registration Number:	2971222	DINE & SAVE
Registration Number:	3158630	DINE. SHOP. TRAVEL. SAVE.
Registration Number:	2324006	DINE-A-MATE
Registration Number:	1608460	DINING ADVANTAGE
Registration Number:	2038612	DINNER ON US CLUB

OP \$2340.00 2234690

Registration Number:	1950567	DINNER ON US CLUB
Registration Number:	3283710	ENTERTAINMENT
Registration Number:	1995339	ENTERTAINMENT
Registration Number:	998252	ENTERTAINMENT
Registration Number:	2282001	ENTERTAINMENT
Registration Number:	1371262	ENTERTAINMENT
Registration Number:	1475348	ENTERTAINMENT
Registration Number:	2797306	ENTERTAINMENT
Registration Number:	2298592	ENTERTAINMENT
Registration Number:	1909948	ENTERTAINMENT
Registration Number:	2797307	ENTERTAINMENT
Registration Number:	3283711	ENTERTAINMENT
Registration Number:	2801546	ENTERTAINMENT DIGITAL SAVINGS CLUB
Registration Number:	2105956	ENTERTAINMENT INTERNATIONAL
Registration Number:	1848006	ENTERTAINMENT NATIONAL
Registration Number:	3108260	ENTERTAINMENT REWARDS
Registration Number:	2537885	ENTERTAINMENT ULTIMATE
Registration Number:	2473871	ENTERTAINMENT ULTIMATE
Registration Number:	2354865	ENTERTAINMENT VALUES
Registration Number:	3068702	FLYING ADVENTURES
Registration Number:	2257674	FREQUENT VALUES
Registration Number:	2643821	FV
Registration Number:	2338584	
Registration Number:	1920976	
Registration Number:	1480773	GOLD C
Registration Number:	1480774	GOLD C VALUES
Registration Number:	2529851	GREAT TIMES AND GREAT SAVINGS
Registration Number:	1704916	HALFPRICE EUROPE
Registration Number:	1851219	HALFPRICE HOTEL CARD
Registration Number:	1216057	HAPPENINGS
Registration Number:	2323914	
Registration Number:	1900228	HOTELS AT HALFPRICE
Registration Number:	3084920	HOTELS AT HALFPRICE
Registration Number:	1476239	HOTMAIL
Registration Number:	3068703	JUNGLE EXPLORER

Registration Number:	1742484	LOCAL CONNECTION
Registration Number:	2921219	MAGAZINE DISCOUNT NETWORK
Registration Number:	1895507	NATIONAL VALUES
Registration Number:	1882714	ONE FOR THE CHILDREN
Registration Number:	2437281	ONE FOR THE COMMUNITY
Registration Number:	2072843	ONE FOR THE COMMUNITY
Registration Number:	1817519	PASSBOOK
Registration Number:	1831306	PASSBOOK
Registration Number:	1373165	RENTALBANK
Registration Number:	3425439	REPEAT SAVINGS
Registration Number:	3263187	REPEAT SAVINGS
Registration Number:	2278420	RESTAURANT SECRETS
Registration Number:	2323915	RESTAURANT SECRETS
Registration Number:	3184593	RSR RELAX SOOTHE REFRESH
Registration Number:	1833830	SALLY FOSTER
Registration Number:	2004108	SALLY FOSTER
Registration Number:	2154964	SAVERS GUIDE
Registration Number:	2406790	SAVERS GUIDE
Registration Number:	1314586	SAVING SPREE
Registration Number:	1260919	SAVINGS SPREE
Registration Number:	2224774	SCRUMPTIOUS SENSATIONS
Registration Number:	3162791	SELECT SAVINGS
Registration Number:	3319891	SELECT SAVINGS
Registration Number:	3257163	SIMPLY SMART
Registration Number:	2483777	SUMMER VACATION
Registration Number:	2618497	SUMMER VACATION
Registration Number:	2602013	SUMMER VACATION
Registration Number:	2628603	SUMMER VACATION
Registration Number:	2205092	TASTEFUL TEMPTATIONS
Registration Number:	2300922	TEST THE CHEF
Registration Number:	2243846	THE SMART WAY TO SAVE
Registration Number:	2610918	THE ULTIMATE SAVINGS MEMBERSHIP
Registration Number:	3068700	TOP SECRET SPY
Registration Number:	3068701	TOTALLY WACKY SCIENTIST
Registration Number:	1546338	TRAVEL AMERICA AT HALFPRI

TRADEMARK

REEL: 003831 FRAME: 0716

Registration Number:	2513073	TRAVEL NORTH AMERICA AT HALFPRI
Registration Number:	2272368	TRIANGLE DINING
Registration Number:	3178762	ULTIMATE SAVINGS CARD
Registration Number:	1546690	VALUBOOK
Registration Number:	3068698	WORLD EXPLORER
Registration Number:	1983487	WORTH ITS WEIGHT IN GOLD!
Serial Number:	78765241	CLASSIC RECIPES EMILY'S HOME BAKERY
Serial Number:	77451543	ENTERTAINMENT INTERNATIONAL
Serial Number:	77113583	ENTERTAINMENT ON VACATION

CORRESPONDENCE DATA

Fax Number: (202)420-2201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-420-4860

Email: sammanl@dicksteinshapiro.com

Correspondent Name: Luna M. Samman

Address Line 1: 1825 Eye Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	W0120.0039
NAME OF SUBMITTER:	Luna M. Samman
Signature:	/luna m. samman/
Date:	08/08/2008

Total Attachments: 25

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 5th day of August, 2008, by EPI ACQUISITION LLC, a Delaware limited liability company, ENTERTAINMENT PUBLICATIONS, INC., a Michigan corporation, ENTERTAINMENT PUBLICATIONS OF PUERTO RICO, INC., a Delaware corporation, SALLY FOSTER, INC., a Michigan corporation, SALLY FOSTER LLC, a Delaware limited liability company and each other "Borrower" party to the hereinafter referenced Loan Agreement from time to time (each, a "Borrower" and collectively, the "Borrowers"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (the "Lender"), having offices at 1753 Pinnacle Drive, VA1936, McLean, Virginia 22102. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in that certain Business Loan and Security Agreement of even date herewith (as the same may be modified, amended or restated from time to time, the "Loan Agreement"), by and between the Lender and the Borrowers.

WITNESSETH:

To secure repayment of a credit facility and other financial accommodations (collectively, the "Loan") made by the Lender to the Borrowers pursuant to the Loan Agreement, in the original maximum principal amount of Thirty Million and No/100 Dollars (\$30,000,000.00), plus all interest, fees and other charges payable in connection with the Loan, which Loan is evidenced by the Notes; and also to secure any other indebtedness, Obligations or liability of the Borrowers to the Lender, whether direct or indirect, joint, several, joint and several, absolute or contingent, due or to become due or now existing or hereafter created or arising, including without limitation all future advances or loans which may be made to the Borrowers at the option of the Lender in connection with the Loan or otherwise (all of the foregoing being herein collectively referred to as the "Indebtedness"), the Borrowers hereby grant and convey to the Lender a continuing security interest in all of the Borrowers' right, title and interest in and to the following (the "Collateral"):

(a) all trademarks, trade names, service marks (collectively, "Marks"), mask works, copyrights, patents, and any applications therefor and registrations thereof; licenses (to the extent assignable), and other intellectual property, which, in each case, are owned by any Borrower and are now or hereafter filed with the United States Patent and Trademark Office, the United States Copyright Office or, to the extent applicable, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the patents, patent applications, registrations for Marks, applications for Marks, copyright registrations, copyright applications, licenses and other intellectual property listed on Schedule 1 attached hereto and made a part hereof, and (i) any and all reissues, renewals, extensions, continuations, continuations-in-part and divisions thereof; (ii) any and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringement thereof; (iii) the right to sue for past, present and future infringement thereof; and (iv) any and all rights corresponding thereto throughout the world (all of the foregoing of this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Intellectual Property"); and

(b) the goodwill of the Borrowers' business connected with and symbolized by the Intellectual Property.

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In connection with the security interest hereby granted and executed, the Borrowers jointly and severally represent, warrant, covenant and agree as follows:

2. License.

(a) Grant of License to the Lender. Each Borrower hereby grants to the Lender a non-exclusive, assignable right and license (i) under the Intellectual Property, to use such Intellectual Property following the occurrence of an Event of Default (as defined in Section 8 of this Agreement) which has continued unremedied beyond any applicable notice and/or grace period; and (ii) under any license agreements held by any Borrower with respect to Intellectual Property owned by any person or entity other than a Borrower (to the extent permitted under such agreements), to sell Collateral bearing any such Intellectual Property (to the extent that such license is reasonably necessary to permit or to facilitate the collection of any accounts of any Borrower) following the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and/or grace period, or the disposition of any Collateral following the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and/or grace period. The right and license granted pursuant to this subparagraph (the "License") shall not require payment by the Lender of any royalty or other payments or fees, and the permitted use by the Lender thereunder shall be (A) worldwide, and (B) limited only by those restrictions to which such Borrower is subject pursuant to the terms of the Intellectual Property.

(b) Term of License. The term of the License (the "License Term") shall continue until the earliest of (i) the expiration of all of the Intellectual Property, or (ii) payment in full of all Indebtedness and the termination of all commitments under the Loan Documents; or (iii) disposition of all Collateral and any proceeds thereof in connection with the enforcement of the Lender's remedies under the Loan Documents and application of the proceeds of such disposition to the satisfaction of the Indebtedness.

3. Restrictions on Future Agreements. Until payment in full of the Indebtedness and termination of all commitments under the Loan Documents, no Borrower will, without the Lender's prior written consent, (a) enter into any agreement (including, without limitation, any license agreement) that would result in a breach or default hereunder; (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Intellectual Property material to the operation of such Borrower's business), that would affect the validity or enforceability of the rights transferred to the Lender under this Agreement; or (c) enter into any other contractual indebtedness which may restrict or inhibit the Lender's right to sell or otherwise dispose of the Collateral or any part thereof after the occurrence of an Event of Default.

4. New Intellectual Property. Each Borrower represents and warrants that the Intellectual Property listed on Schedule 1 constitutes all of the registered patents, patent applications, registrations for Marks, applications for Marks, copyright registrations, copyright applications and licenses (collectively, the "Registered Intellectual Property") which are, as of the date hereof, owned by or pending on behalf of such Borrower in the United States or any State of the United States. If, before the payment in full of the Indebtedness and termination of all commitments under the Loan Documents, any Borrower shall (i) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States, or obtain rights to Registered Intellectual Property, or (ii) become entitled to the benefit of any Registered Intellectual Property, then, in any such event, the provisions of Section 1 shall automatically apply thereto and such Borrower shall give to the Lender prompt written notice thereof (but in all events within thirty (30) Business Days of any event described in clauses (i) and (ii) above). Each Borrower hereby authorizes the Lender to modify this Agreement by amending Schedule 1 to include any such future Registered Intellectual Property, as applicable.

5. Additional Representations and Warranties. The Borrowers, jointly and severally hereby represent, warrant, covenant and agree that:

(a) Each Borrower is and will continue to be the owner of all rights, title and interests in and to the Collateral so long as the Intellectual Property shall continue in force, free from any lien in favor of any person or entity (other than Permitted Liens).

(b) Each Borrower has the full right, power and authority to grant the security interest and license in the Collateral made hereby.

(c) No Borrower has made any previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer or encumbrance of any of the Collateral.

(d) To the best of the Borrowers' knowledge, no material infringement or unauthorized use presently is being made of any material Intellectual Property which would adversely affect the fair market value of the Collateral or the benefits of this Agreement, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Lender hereunder, and the Borrowers will continue to maintain such monitoring and enforcement practices as may be necessary to fully and adequately protect the Collateral. The Borrowers have advised the Lender of their intellectual property monitoring and enforcement practices, and will not materially modify such practices without the prior written consent of the Lender.

(e) All material Intellectual Property is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and each Borrower has performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain all material Registered Intellectual Property in full force and effect.

(f) No holding, decision, or judgment has been rendered in any action or proceeding before any court or administrative authority challenging the validity of any Borrower's right to register, or any Borrower's rights to own or use, any Intellectual Property and no such action or proceeding is pending or, to the best of each Borrower's knowledge, threatened.

6. The Lender's Right to Maintain Quality. Each Borrower agrees that from and after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and/or cure period, the Lender shall have the right to establish such additional quality controls as the Lender, in its judgment, may deem necessary to assure maintenance of the quality of services sold by such Borrower under the Intellectual Property. Each Borrower agrees (i) not to sell or assign any of its interest in, or to grant any license under, any Intellectual Property without the prior written consent of the Lender if such sale or assignment is (a) to an affiliated or related party, (b) not on market terms; or (c) prohibited by any provision of the Loan Agreement; (ii) to maintain the quality of any and all services in connection with which the material Intellectual Property are used, consistent with the quality of such services as of the date hereof; and (iii) to provide the Lender, upon request, with a certificate of an officer of such Borrower certifying such Borrower's compliance with the foregoing.

7. Duties of the Borrowers. Each Borrower shall (i) prosecute diligently any patent application, application for a Mark, and copyright application that is now or hereafter material to such Borrower's business operations and part of the Intellectual Property pending as of the date hereof or thereafter until payment in full of the Indebtedness and termination of all commitments under the Loan

Documents; (ii) make application on patents, Marks, and copyrights, as appropriate, which are or may hereafter be material to such Borrower's business operations; (iii) preserve and maintain all rights in all Intellectual Property material to such Borrower's business operations; (iv) not abandon any right to file a material patent application, application for a Mark and copyright application nor any pending material patent application, application for a Mark or copyright application without the prior written consent of the Lender if the value thereof could reasonably be expected to justify the cost of obtaining such patent, registration of a Mark or copyright registration; and (v) not abandon any material Intellectual Property. Any expenses incurred in connection with the applications referred to in this Section 6 shall be borne by such Borrower.

If any Borrower fails to comply with any of the foregoing duties, the Lender may so comply in such Borrower's name to the extent permitted by law, but at such Borrower's expense, and each Borrower hereby agrees to reimburse the Lender in full for all expenses, including the reasonable fees and disbursements of attorneys and paralegals (excluding allocated charges for inside counsel) incurred by the Lender in protecting, defending and maintaining the Collateral and/or the Lender's security interest therein.

In the event that any Borrower shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or encumbrance prohibited hereby, or shall fail to comply with any other duty hereunder, the Lender may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of such Borrower, and all moneys so paid out shall be Indebtedness of such Borrower repayable on demand, with interest after demand at the Default Rate as specified in the Notes.

Each Borrower shall take all action necessary to preserve and maintain the validity, perfection and first priority of the Lender's security interest granted herein in the Collateral.

8. The Lender's Right to Sue. From and after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and/or grace period, the Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in any Borrower's name to enforce the Collateral (or its security interest therein), and any licenses thereunder, and if the Lender shall commence any such suit, such Borrower shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement, and such Borrower shall indemnify and upon demand, promptly reimburse the Lender for all reasonable costs and expenses incurred by the Lender in the exercise of its rights under this Section 7.

9. Default; Remedies.

(a) For purposes of this Agreement, any of the following occurrences shall constitute an "Event of Default" hereunder:

(i) An Event of Default under the Loan Agreement; or

(ii) If any representation or warranty made or given by the Borrowers in connection with this Agreement expressly qualified by a "materiality" standard shall be misleading or shall not be true and correct in any respect when made or if any representation or warranty set forth in this Agreement not expressly qualified by a "materiality" standard shall prove to not be true and correct in any material respect when made; or

(iii) If the Borrower fails to observe or perform any of the negative covenants and agreements set forth in this Agreement; or

(iv) If the Borrower fails to observe or perform any of the affirmative covenants and agreements set forth in this Agreement and such failure continues unremedied for a period of fifteen (15) days after written notice from the Lender of such default.

(b) Upon the occurrence of any Event of Default which has continued unremedied beyond any applicable notice and/or grace period, the Lender shall be entitled to exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Loan Agreement and other Loan Documents or otherwise available to it, all of the rights and remedies of a secured party under the UCC, whether or not the UCC applies to the affected Collateral, and also may (i) require each Borrower, and each Borrower hereby agrees that, in order to facilitate a foreclosure sale and subsequent transfer, it will, upon the request of the Lender, forthwith, execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all of its right, title and interest in and to the Collateral, and take such other action as the Lender may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and/or protect the Lender's rights and remedies with respect to such assigned Collateral; (ii) without notice (except as specified below) sell the Intellectual Property and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of the Lender's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as the Lender may deem commercially reasonable; (iii) require such Borrower to cease its use of any Intellectual Property for any purpose whatsoever; and (iv) grant such general, special or other license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as the Lender shall in its sole discretion deem appropriate. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, Borrowers shall remain fully obligated for any deficiency. Each Borrower agrees that at least ten (10) days' notice to such Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Lender shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Subject to the applicable provisions of the UCC, the Lender may purchase all or any part of the Collateral at public or private sale and, in lieu of actual payment of the purchase price, may set-off the amount of such price against the Indebtedness. The proceeds realized from the sale of any Collateral shall be applied first to the reasonable costs, expenses and attorneys and paralegal fees and expenses of collection and/or for acquisition, protection and sale of the Collateral; second to interest due upon any of the Indebtedness; and third to the principal of the Indebtedness. If any deficiency shall remain, the Borrowers shall remain liable to the Lender therefor. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect the Lender's security interest in the Collateral until the Indebtedness is fully paid. Each Borrower agrees that the Lender has no obligation to preserve rights to Collateral against any other parties.

10. Miscellaneous Provisions.

(a) Notice. Any notice, approval, consent or other communication shall be in the form and manner, and to the addresses, as set forth in the Loan Agreement.

(b) Headings. The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

(c) Amendments. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall be effective unless the same shall be in writing and signed and delivered by the Lender and Borrowers.

(d) No Waiver. No delay in enforcing or failure to enforce any right under this Agreement by the Lender shall constitute a waiver by the Lender of such right. No waiver by the Lender of any default hereunder shall be effective unless in writing, nor shall any waiver operate as a waiver of any other default or of the same default on a future occasion.

(e) Interpretation of Agreement. Time is of the essence with respect to each provision of this Agreement of which time is an element. If any provision of this Agreement should be found to be invalid or unenforceable, all of the other provisions shall nonetheless remain in full force and effect to the maximum extent permitted by law. To the extent a term or provision of this Agreement conflicts with the Loan Agreement and is not dealt with more specifically herein, the Loan Agreement shall control with respect to such term or provision. Unless the context clearly indicates to the contrary, determinations regarding the materiality of any Intellectual Property or of act, event, condition or circumstance shall be in the reasonable judgment of the Lender.

(f) Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until payment in full of the Indebtedness and termination of all commitments under the Loan Documents; (ii) be binding upon each Borrower and its successors and assigns; and (iii) inure, together with the rights and remedies of the Lender hereunder, to the benefit of the Lender and its successors, transferees and assigns.

(g) Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Lender in respect of the Indebtedness is rescinded or must otherwise be restored or returned by the Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, such Borrower or any substantial part of its assets, or otherwise, all as though such payments had not been made.

(h) Final Expression. This Agreement, together with the Loan Agreement, the Loan Documents and any other agreement executed in connection herewith, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof with respect to the subject matter thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

(i) Survival of Provisions. All representations, warranties and covenants of the Borrowers contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment and performance by the Borrowers of the Indebtedness and all other obligations secured hereby and the termination of all commitments under the Loan Documents.

(j) Power of Attorney. Each Borrower hereby appoints and constitutes the Lender as such Borrower's attorney-in-fact, upon and at any time after the occurrence of an Event of Default which has continued unremedied beyond any applicable notice and/or grace period, for purposes of (i) endorsing such Borrower's name on all applications, documents, papers and instruments necessary or desirable for the Lender in connection with the use of the Collateral, including, without limitation, the assignment substantially in the form of Exhibit A hereto; (ii) take any other action with respect to the Collateral as the Lender deems in its best interest; (iii) grant or issue any exclusive or non-exclusive license under the Collateral to anyone; or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone, and to take any other actions arising from or incident to the powers granted to the Lender in this Agreement. This power of attorney is coupled with an interest and is irrevocable.

(k) Authority of the Lender. The Lender shall have and be entitled to exercise all powers hereunder which are specifically granted to the Lender by the terms hereof, together with such powers as are reasonably incidental thereto. The Lender may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees, and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Lender nor any director, officer, employee or attorney of the Lender shall be liable to the Borrowers for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction, nor shall the Lender be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Lender and its directors, officers, employees, agents and attorneys shall be entitled to rely on any communication, instrument or document believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons.

(l) Termination of Agreement. The Lender shall, at the request and expense of the Borrowers, following the payment in full of all of the Indebtedness and termination of all commitments under the Loan Documents, reassign and redeliver to the Borrowers all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Lender in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Lender, and shall be at the expense of the Borrowers.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement. Each party hereto agrees to be bound by its facsimile or pdf signature.

(n) Governing Law. The validity, interpretation and enforcement of this agreement and any dispute arising out of or in connection with this agreement, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of laws provisions) and decisions of the Commonwealth of Virginia.

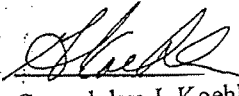
(o) Submission to Jurisdiction. All disputes among any Borrower, and the Lender, whether sounding in contract, tort, equity or otherwise, may be resolved by state and federal courts located in Alexandria County in the Commonwealth of Virginia, and the courts to which an appeal therefrom may be taken, and each Borrower hereby consents to the service of process in the manner set forth in Section 11.7 of the Loan Agreement. In addition, each Borrower hereby irrevocably waives any objection which it may now or hereafter have to the laying of the venue with respect to any action or proceeding brought in any of the courts referred to above and each Borrower hereby irrevocably waives and agrees not to plead or claim that any such action or proceeding has been brought in an inconvenient forum. In addition, the Lender shall have the right, to the extent permitted by applicable law, to proceed against any Borrower and/or its property in any location reasonably selected by the Lender in good faith to enable the Lender to realize on such property, or to enforce a judgment or other court order in favor of the Lender.

(p) JURY TRIAL. THE BORROWERS AND THE LENDER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY. INSTEAD, ANY DISPUTES WILL BE RESOLVED IN A BENCH TRIAL.

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IN WITNESS WHEREOF, the Borrowers have duly executed and delivered this Agreement as of the day and year first above written.

WITNESS:

By: 
Name: Gwendolyn J. Koehler

BORROWERS:

EPI ACQUISITION LLC, a Delaware limited liability company

By: 
Name: Michael Periard
Title: EVP & CFO

ENTERTAINMENT PUBLICATIONS, INC., a Michigan corporation

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ENTERTAINMENT PUBLICATIONS OF PUERTO RICO, INC., a Delaware corporation

By: _____
Name: _____

By: _____
Name: _____
Title: _____

SALLY FOSTER, INC., a Michigan corporation

By: _____
Name: _____

By: _____
Name: _____
Title: _____

SALLY FOSTER LLC, a Delaware limited liability company

By: _____
Name: _____

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Security Agreement]

2464708

IN WITNESS WHEREOF, the Borrowers have duly executed and delivered this Agreement as of the day and year first above written.

WITNESSES:

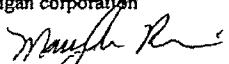
BORROWERS:

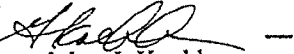
By: _____
Name: _____

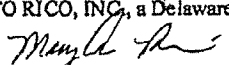
By: _____
Name: _____
Title: _____


EPI ACQUISITION LLC, a Delaware limited liability company

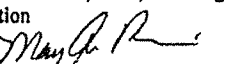
By:  _____
Name: Gwendolyn J. Koehler _____


ENTERTAINMENT PUBLICATIONS, INC., a Michigan corporation
By:  _____
Name: Mary Ann Rivers _____
Title: President & CEO _____

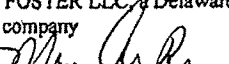
By:  _____
Name: Gwendolyn J. Koehler _____

ENTERTAINMENT PUBLICATIONS OF PUERTO RICO, INC., a Delaware corporation
By:  _____
Name: Mary Ann Rivers _____
Title: President & CEO _____

By:  _____
Name: Gwendolyn J. Koehler _____

SALLY FOSTER, INC., a Michigan corporation
By:  _____
Name: Mary Ann Rivers _____
Title: President & CEO _____

By:  _____
Name: Gwendolyn J. Koehler _____

SALLY FOSTER LLC, a Delaware limited liability company
By:  _____
Name: Mary Ann Rivers _____
Title: President & CEO _____

[Signature Page to Intellectual Property Security Agreement]

2464708

SCHEDULE 1

TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Dated as of August 5, 2008
Intellectual Property Owned by the Borrowers¹

This schedule includes a complete list of all material copyright registrations and material copyright applications owned by each Borrower as of the date hereof.

TRADEMARKS						
COUNTRY	FILED	APP #	REG DATE	REG NO	STATUS	CLASSES
ALABAMA						
KIDS COUNT				109996	REGISTERED	
ARGENTINA						
ENTERTAINMENT & CROWN DESIGN	06-Jul-95	2713702	11-Nov-96	1621664	REGISTERED	16
FREQUENT VALUES	08-Apr-97	2076559	22-Jul-98	1676096	REGISTERED	35
ARUBA						
HALFPRICE CARIBBEAN	22-Feb-05	IM-050223.20	07-Apr-05	23422	REGISTERED	37
AUSTRALIA						
C DESIGN	11-Jan-94	620187	11-Jan-94	620187	REGISTERED	16
C DESIGN	11-Jan-94	620188	11-Jan-94	620188	REGISTERED	35
ENTERTAINMENT	04-Aug-99	802675	04-Aug-99	802675	REGISTERED	16/35
ENTERTAINMENT (SCRIPT) & DESIGN	21-Nov-97	749309	21-Nov-97	749309	REGISTERED	16/35
ENTERTAINMENT CARD	05-Aug-99	802625	05-Aug-99	802625	REGISTERED	16/35
ENTERTAINMENT GOLD	02-Jul-96	712003	02-Jul-96	712003	REGISTERED	16/35
ENTERTAINMENT GOLD CARD	04-Nov-04	1028284	13-Nov-06	1028284	REGISTERED	16/35
ENTERTAINMENT REWARDS & DESIGN	06-Jan-99	782436	06-Jan-99	782436	REGISTERED	16/35
ENTERTAINMENT VALUES & DESIGN	06-Jan-99	782437	06-Jan-99	782437	REGISTERED	16/35
FREQUENT VALUES	01-Jul-05	1062938	08-May-06	1062938	REGISTERED	16/35
ONE FOR THE COMMUNITY	05-May-00	834190	05-May-00	834190	REGISTERED	16
RESTAURANT SECRETS	02-Oct-98	774763	02-Oct-98	774763	REGISTERED	16
RESTAURANT SECRETS	15-Oct-98	775830	15-Oct-98	775830	REGISTERED	35
SAVING SPREE	11-Jan-94	620182	11-Jan-94	620182	REGISTERED	35
SAVING SPREE	11-Jan-94	620181	11-Jan-94	620181	REGISTERED	16
BENELUX						
ENTERTAINMENT	07-Dec-84	52525	07-Dec-84	404998	REGISTERED	16
VERMAAK	07-Dec-84	52526	19-Jun-85	404999	REGISTERED	16
BRAZIL						
ENTERTAINMENT	09-Aug-95	818681160	07-Apr-98	818681160	REGISTERED	16
ENTERTAINMENT (SCRIPT)	08-Aug-95	818681152	07-Apr-98	818681152	REGISTERED	16
FREQUENT VALUES	28-May-97	820070645	13-Oct-99	820070645	REGISTERED	40
CANADA						
C DESIGN	30-Oct-87	594497	26-Jul-91	TMA386897	REGISTERED	
CROWN & DIAMOND DESIGN	10-Feb-00	1046080	20-Feb-03	TMA576111	REGISTERED	

¹ Note: Entertainment Publications, Inc. is owner unless otherwise indicated.

COUNTRY	FILED	APP #	REG DATE	REG NO	STATUS	CLASSES
CROWN DESIGN	28-Apr-92	703861	04-Mar-94	TMA424153	REGISTERED	
DINE & SAVE	03-Apr-07	1342013			PENDING	
DINE. SHOP. TRAVEL. SAVE.	20-Mar-06	1294327	17-Dec-07	TMA703,249	REGISTERED	
DINER. MAGASINER. VOYAGER. ÉCONOMISER.	14-Mar-07	1339276			PENDING	
DINING ADVANTAGE	30-May-90	658649	29-Nov-91	TMA390910	TRANSFER	
DIVERTISSEMENT ENSEMBLE POUR LA COMMUNAUTE	17-May-88	607312	07-Sep-90	TMA372944	REGISTERED	
ENTERTAINMENT	05-Dec-97	863295	25-Jan-01	TMA540256	REGISTERED	
ENTERTAINMENT	21-Feb-05	1247986	25-Apr-06	TMA663,278	REGISTERED	
ENTERTAINMENT	07-Feb-03	1169514	17-Jan-05	TMA630,330	REGISTERED	
ENTERTAINMENT	17-May-83	503592	12-Oct-84	TMA295968	REGISTERED	
ENTERTAINMENT (SCRIPT)	27-Feb-03	1169513	17-Jan-05	TMA630,331	REGISTERED	
ENTERTAINMENT (SCRIPT)	19-Jan-81	463756	03-Jul-81	TMA260449	REGISTERED	
ENTERTAINMENT (SCRIPT)	21-May-85	542843	26-Sep-86	TMA318832	REGISTERED	
ENTERTAINMENT (SCRIPT)	21-Feb-05	1247985	12-May-06	TMA664086	REGISTERED	
ENTERTAINMENT COMMUNITY ALLIANCE	04-Sep-91	688832	08-Jan-93	TMA406852	REGISTERED	
ENTERTAINMENT VALUES	24-May-01	1104130	30-Jun-04	TMA613868	REGISTERED	
FREQUENT VALUES	15-Jun-00	1063463	31-May-05	TMA640859	REGISTERED	
FV & DESIGN	15-Jun-00	1063462	09-Jul-03	TMA584832	REGISTERED	
GOLD C	30-Oct-87	594533	26-Jul-91	TMA386898	REGISTERED	
GOLD C VALUES	30-Oct-87	594496	26-Jul-91	TMA386896	REGISTERED	
HAT DESIGN	01-Feb-99	1003748	13-Feb-02	TMA557853	REGISTERED	
HOTELS AT HALFPRICE	24-May-01	1104132	15-Dec-04	628430	REGISTERED	
NATIONAL VALUES	24-May-01	1104131	23-Jun-04	TMA613491	REGISTERED	
ONE FOR THE COMMUNITY	05-Dec-97	863294	11-Feb-00	TMA522982	REGISTERED	
REPEAT SAVINGS	14-Mar-07	1339264			PENDING	
REPEAT SAVINGS & DESIGN	14-Mar-07	1339275			PENDING	
RESTAURANT SECRETS RESTAURANT SECRETS & DESIGN	24-Dec-97	865213	15-Aug-02	TMA565859	REGISTERED	
SAVING SPREE	01-Feb-99	1003747	25-Jan-02	TMA556863	REGISTERED	
SAVING SPREE	08-Mar-85	537898	13-Feb-87	TMA323635	REGISTERED	
SAVING SPREE	21-Jan-93	721077	02-Feb-96	TMA453312	REGISTERED	
SAVING SPREE & DESIGN	21-Jan-93	721078	09-Feb-96	TMA453681	REGISTERED	
SUMMER VACATION	24-Nov-04	1238414	04-Jan-06	TMA656,055	REGISTERED	
SUMMER VACATION & DESIGN	24-Nov-04	1238426	06-Apr-06	TMA662,283	REGISTERED	
TEST THE CHEF	16-Dec-98	899828	28-Dec-01	TMA555864	REGISTERED	
TEST THE CHEF & DESIGN	16-Dec-98	899830	28-Dec-01	TMA555863	REGISTERED	
WORTH ITS WEIGHT IN GOLD!	24-May-01	11004133	09-Sep-03	TMA589317	REGISTERED	
CHILE						
ENTERTAINMENT	17-Aug-95	724192	09-Aug-96	760549	REGISTERED	16
FREQUENT VALUES	08-May-97	801413	16-Jan-98	501546	REGISTERED	35
COLOMBIA						
ENTERTAINMENT		9532607	29-Dec-95	182794	REGISTERED	16
FREQUENT VALUES	22-Jan-98	97017076	22-Jan-98	204752	REGISTERED	35
COSTA RICA						
ENTERTAINMENT	28-Aug-95	100550	02-Dec-96	98059	REGISTERED	16
DENMARK						
CROWN DESIGN	23-Apr-92	03080	25-Sep-92	08828	REGISTERED	16
ENTERTAINMENT (SCRIPT)	08-Apr-87	VA198702276	10-Mar-89	VR198901091	REGISTERED	16/35/41

COUNTRY	FILED	APP #	REG DATE	REG NO	STATUS	CLASSES
EUROPEAN UNION (CTM)						
CROWN & DIAMOND DESIGN	13-Sep-05	4632063	13-Sep-05	4632063	REGISTERED	16/35/36
ENTERTAINMENT (SCRIPT)	01-Feb-05	4266417	26-Apr-07	4266417	REGISTERED	16/35/41
ENTERTAINMENT (SCRIPT)	13-Sep-05	4631925	13-Sep-05	4631925	REGISTERED	36
PREMIER DINING EUROPE & DESIGN	11-Nov-97	681072	05-Jun-00	681072	REGISTERED	16/36/42
FRANCE						
DIVERTISSEMENT	13-Dec-84	1292474	13-Dec-84	1292474	REGISTERED	16
ENTERTAINMENT	13-Dec-84	724642	13-Dec-84	1292473	REGISTERED	16
GUATEMALA						
ENTERTAINMENT	19-Aug-93	93005424			PENDING	16
HONG KONG						
ENTERTAINMENT (SCRIPT) & DESIGN	02-Dec-97	17066/97	02-Dec-97	3327/2000	REGISTERED	36
ISRAEL						
BIDDOOR & Hebrew transliteration	22-Jul-87	66865	22-Jul-87	66865	REGISTERED	16
CROWN DESIGN	21-Apr-92	83114	21-Apr-92	83114	REGISTERED	16
ENTERTAINMENT	08-Oct-84	50893	08-Oct-84	59693	REGISTERED	16
HANA'OT & Hebrew Transliteration	08-Oct-84	59694	08-Oct-84	59694	REGISTERED	16
JAPAN						
ENTERTAINMENT PUBLICATIONS (in English and Katakana)	25-Nov-97	179747/1997	21-May-99	4274980	REGISTERED	42
ENTERTAINMENT PUBLICATIONS (in English and Katakana)	06-Nov-97	174443/1997	30-Jul-99	4300772	REGISTERED	16/35
MALAYSIA						
ENTERTAINMENT (SCRIPT)	11-Dec-97	97/21442			PENDING	35
MEXICO						
CROWN & DIAMOND DESIGN	08-Nov-99	398071	27-Jan-00	639021	REGISTERED	35
CROWN & DIAMOND DESIGN	08-Nov-99	398073	18-Jan-00	637728	REGISTERED	16
CROWN & DIAMOND DESIGN	08-Nov-99	398072	13-Dec-99	636935	REGISTERED	36
ENTERTAINMENT	19-Apr-95	229834	19-Apr-95	516133	REGISTERED	16
ENTERTAINMENT (SCRIPT)	19-Apr-95	229833	19-Apr-95	518753	REGISTERED	16
FREQUENT VALUES	09-Apr-97	291777	09-Apr-97	614703	REGISTERED	35
NETHERLANDS ANTILLES						
HALFPRICE CARIBBEAN	23-Oct-92	17227	23-Oct-92	17227	REGISTERED	16
NEW ZEALAND						
ENTERTAINMENT (SCRIPT) & DESIGN	21-Nov-97	250229	14-Jan-99	285661	REGISTERED	16
ENTERTAINMENT (SCRIPT) & DESIGN	21-Nov-97	250230	21-Nov-97	285662	REGISTERED	35
ENTERTAINMENT REWARDS	11-Dec-98	302578	15-Jun-99	302578	REGISTERED	16
ENTERTAINMENT REWARDS	11-Dec-98	302579	15-Jun-99	302579	REGISTERED	35
ENTERTAINMENT VALUES	11-Dec-98	302576	15-Jun-99	302576	REGISTERED	16
ENTERTAINMENT VALUES	11-Dec-98	302577	15-Jun-99	302577	REGISTERED	35
GOLD C	16-Jun-95	250228	16-Jun-95	250228	REGISTERED	35
GOLD C	16-Jun-95	250227	16-Jun-95	250227	REGISTERED	16
PUERTO RICO						
DINE. SHOP. TRAVEL. SAVE.	29-Mar-06	na			ABANDONED	35
DINE. SHOP. TRAVEL. SAVE.	29-Mar-06	na			ABANDONED	16
ENTERTAINMENT				36847	REGISTERED	
ENTERTAINMENT (SCRIPT)				36848	REGISTERED	

COUNTRY	FILED	APP #	REG DATE	REG NO	STATUS	CLASSES
FAMILIAHORROS	14-Oct-96	33070	14-Oct-96	39070	REGISTERED	16
FREQUENT VALUES	16-Sep-99	46780	16-Sep-99	46780	REGISTERED	35
HAT DESIGN (RSO)	14-Jul-99	45864	14-Jul-99	45864	REGISTERED	16
ENTERTAINMENT	13-Dec-84	724642	13-Dec-84	1292473	REGISTERED	16
HAT DESIGN (RSO)				49089	REGISTERED	
HOTELS AT HALFPRIce	17-Jul-01	50575	17-Jul-01	50575	REGISTERED	16
HOTELS AT HALFPRIce	17-Jul-01	50576	17-Jul-01	50576	REGISTERED	35
NATIONAL VALUES	12-Jul-01	50543	12-Jul-01	50543	REGISTERED	16
NATIONAL VALUES	12-Jul-01	50544	12-Jul-01	50544	REGISTERED	35
PAGO PREFERIDO	16-Sep-99	46781	16-Sep-99	46781	REGISTERED	16
PREMIER DINING & DESIGN				36851	REGISTERED	
RESTAURANT SECRETS	14-Jul-99	45861	14-Jul-99	45861	REGISTERED	16
RESTAURANT SECRETS	14-Jul-99	45862	14-Jul-99	45862	REGISTERED	35
RESTAURANT SECRETS & DESIGN	14-Jul-99	45860	14-Jul-99	45860	REGISTERED	16
RESTAURANT SECRETS & DESIGN	14-Jul-99	45863	14-Jul-99	45863	REGISTERED	35
TEST THE CHEF	14-Jul-99	45870	14-Jul-99	45870	REGISTERED	16
TEST THE CHEF	22-Jul-99	46037	22-Jul-99	46037	REGISTERED	35
TEST THE CHEF & DESIGN	14-Jul-99	45913	14-Jul-99	45913	REGISTERED	16
TEST THE CHEF & DESIGN	30-Jul-99	46369	20-Jul-99	46369	REGISTERED	35
UNIVERSITARIOS 101	16-Sep-99	46779	16-Sep-99	46779	REGISTERED	16
UNIVERSITARIOS 101	16-Sep-99	46787	16-Sep-99	46787	REGISTERED	35
SINGAPORE						
ENTERTAINMENT (Script)	30-Aug-06	T06/17787Z			PENDING	35
ENTERTAINMENT (Script)	30-Aug-06	T06/17786A			PENDING	16
GOLD C	20-Jun-95	T9505588J	20-Jun-95	T9505588J	REGISTERED	35
GOLD C	20-Jun-95	T9505587B	20-Jun-95	T9505587B	REGISTERED	16
SOUTH AFRICA						
ENTERTAINMENT INTERNATIONAL (STYLIZED)	20-Jun-97	9709257	20-Jun-97	9709257	REGISTERED	16
SWEDEN						
CROWN DESIGN	30-Apr-92	9204170	19-Feb-93	246805	REGISTERED	16
ENTERTAINMENT (SCRIPT)	22-Feb-05	2006/00944	10-May-06	379292	REGISTERED	16
UNITED KINGDOM						
CROWN DESIGN	23-Apr-92	1498354	02-Sep-94	1498354	REGISTERED	16
ENTERTAINMENT (SERIES)	22-Sep-92	1513733	05-May-95	1513733	REGISTERED	16
UNITED STATES						
A+ CARD	08-Jul-96	75/131,266	23-Mar-99	2234690	REGISTERED	35/36
BABY BONANZA	07-May-87	73/659,422	05-Jan-88	1471626	REGISTERED	35
BE AN ARTIST	31-Oct-03	76/555,570	14-Mar-06	3068699	REGISTERED	16
CLASSIC RECIPES & DESIGN	02-Dec-05	78/765,241			ALLOWED	30
CLASSIC RECIPES & DESIGN (division of matter 102568)	02-Dec-05	78/978,250	03-Jul-07	3259577	REGISTERED	30
COMMUNITY COUPON BOOK	25-Apr-88	73/724,440	27-Dec-88	1517965	REGISTERED	16
CONDO RENTAL BANK & DESIGN	05-Jul-02	76/427,527	01-Jul-03	2731743	REGISTERED	16035
CROWN & DIAMOND DESIGN	24-Jun-99	75/736,493	25-Apr-00	2345502	REGISTERED	16035
CROWN & DIAMOND DESIGN	09-Sep-05	78/710,139	11-Mar-08	3396008	REGISTERED	36
CROWN DESIGN	03-Feb-92	74/242,174	22-Sep-92	1718106	REGISTERED	16
DINE & SAVE	26-Oct-01	76/330,221	19-Jul-05	2971222	REGISTERED	16/35
DINE. SHOP. TRAVEL. SAVE.	05-Dec-05	78/766,381	17-Oct-06	3158630	REGISTERED	16/35

COUNTRY	FILED	APP #	REG DATE	REG NO	STATUS	CLASSES
DINE-A-MATE	05-Feb-99	75/637,074	29-Feb-00	2324006	REGISTERED	16
DINING ADVANTAGE	16-Oct-89	73/831,383	31-Jul-90	1608460	REGISTERED	35
DINNER ON US CLUB	29-Jan-96	75/049,509	18-Feb-97	2038612	REGISTERED	16
DINNER ON US CLUB	02-Sep-94	74/569,294	23-Jan-96	1950567	REGISTERED	35
ENTERTAINMENT	09-Sep-05	78/710,145	21-Aug-07	3283710	REGISTERED	36
ENTERTAINMENT	10-Aug-95	74/713,558	20-Aug-96	1995339	REGISTERED	35
ENTERTAINMENT	31-Aug-70	72/369,519	12-Nov-74	998252	REGISTERED	16
ENTERTAINMENT	02-Jun-97	75/301,739	28-Sep-99	2282001	REGISTERED	35
ENTERTAINMENT	30-Jan-85	73/519,993	19-Nov-85	1371262	REGISTERED	16
ENTERTAINMENT	11-May-87	73/660,124	02-Feb-88	1475348	REGISTERED	39
ENTERTAINMENT	10-Feb-03	76/489,192	23-Dec-03	2797306	REGISTERED	35
ENTERTAINMENT (SCRIPT)	10-Jun-97	75/305,977	07-Dec-99	2298592	REGISTERED	35
ENTERTAINMENT (SCRIPT)	10-Feb-93	74/357,447	08-Aug-95	1909948	REGISTERED	16
ENTERTAINMENT (SCRIPT)	10-Feb-03	76/489,193	23-Dec-03	2797307	REGISTERED	35
ENTERTAINMENT (SCRIPT)	09-Sep-05	78/710,150	21-Aug-07	3283711	REGISTERED	36
ENTERTAINMENT DIGITAL SAVINGS CLUB	22-Nov-01	76/333,200	30-Dec-03	2801546	REGISTERED	35
ENTERTAINMENT INTERNATIONAL	08-May-96	75/100,300	14-Oct-97	2105956	REGISTERED	16/35
ENTERTAINMENT INTERNATIONAL	18-Apr-08	77/451,543			PENDING	16
ENTERTAINMENT NATIONAL	28-May-93	74/395,949	02-Aug-94	1848006	REGISTERED	16/35
ENTERTAINMENT ON VACATION	22-Feb-07	77/113,583			ALLOWED	16/35
ENTERTAINMENT REWARDS	28-May-04	76/594,723	20-Jun-06	3108260	REGISTERED	35
ENTERTAINMENT ULTIMATE	12-Jul-00	76/088,351	12-Feb-02	2537885	REGISTERED	16
ENTERTAINMENT ULTIMATE	29-May-97	75/299,507	31-Jul-01	2473871	REGISTERED	35
ENTERTAINMENT VALUES	23-Dec-98	75/610,924	06-Jun-00	2354865	REGISTERED	16/35/36
FLYING ADVENTURES	31-Oct-03	76/555,573	14-Mar-06	3068702	REGISTERED	16
FREQUENT VALUES	16-Apr-97	75/276,018	29-Jun-99	2257674	REGISTERED	35
FV & DESIGN	19-Jun-00	76/073,050	29-Oct-02	2643821	REGISTERED	16/35
GIFT BOX DESIGN	07-Jun-99	75/722,922	04-Apr-00	2338584	REGISTERED	36
GIFT BOX DESIGN	15-Oct-93	74/447,499	19-Sep-95	1920976	REGISTERED	26
GOLD C	30-Apr-87	73/658,095	15-Mar-88	1480773	REGISTERED	16
GOLD C VALUES	30-Apr-87	73/658,098	15-Mar-88	1480774	REGISTERED	16
GREAT TIMES AND GREAT SAVINGS	12-Jun-01	76/270,852	15-Jan-02	2529851	REGISTERED	16
HALFPRICE EUROPE	22-Apr-91	74/159,298	04-Aug-92	1704916	REGISTERED	16
HALFPRICE HOTEL CARD	26-Aug-93	74/428,731	23-Aug-94	1851219	REGISTERED	35
HAPPENINGS (STYLIZED)	19-Aug-81	73/324,278	09-Nov-82	1216057	REGISTERED	35
HAT DESIGN	27-Jan-99	75/628,713	29-Feb-00	2323914	REGISTERED	16/35
HOTELS AT HALFPRICE	06-Sep-94	74/571,228	13-Jun-95	1900228	CANCELLED	16
HOTELS AT HALFPRICE (RE-FILE OF 200325-82659)	17-Feb-05	78/569,923	25-Apr-06	3084920	REGISTERED	16
HOTMAIL	19-Jun-87	73/667,348	09-Feb-88	1476239	REGISTERED	39
JUNGLE EXPLORER	31-Oct-03	76/555,574	14-Mar-06	3068703	REGISTERED	16
LOCAL CONNECTION	15-Aug-91	74/194,810	22-Dec-92	1742484	REGISTERED	35
MAGAZINE DISCOUNT						
NETWORK & DESIGN	14-Jan-03	76/482,323	25-Jan-05	2921219	REGISTERED	36
NATIONAL VALUES	28-Jun-93	74/406,791	23-May-95	1895507	REGISTERED	16/35
ONE FOR THE CHILDREN & DESIGN	22-Apr-91	74/159,379	07-Mar-95	1882714	REGISTERED	36/42
ONE FOR THE COMMUNITY	08-May-00	76/042,759	20-Mar-01	2437281	REGISTERED	35
ONE FOR THE COMMUNITY	20-Feb-96	75/059,769	17-Jun-97	2072843	REGISTERED	16/36

COUNTRY	FILED	APP #	REG DATE	REG NO	STATUS	CLASSES
PASSBOOK	06-May-91	74/164,293	18-Jan-94	1817519	REGISTERED	35
PASSBOOK	19-Feb-93	74/360,201	19-Apr-94	1831306	REGISTERED	16
RENTALBANK	07-May-84	73/479,004	26-Nov-85	1373165	REGISTERED	36
REPEAT SAVINGS	09-Mar-07	77/127,142	13-May-08	3425439	REGISTERED	16/35
REPEAT SAVINGS & DESIGN	01-Mar-06	78/826,311	10-Jul-07	3263187	REGISTERED	16/35
RESTAURANT SECRETS RESTAURANT SECRETS & DESIGN	15-Oct-97	75/373,165	14-Sep-99	2278420	REGISTERED	16/35
RSR RELAX SOOTHE REFRESH	27-Jan-99	75/628,714	29-Feb-00	2323915	REGISTERED	16/35
SALLY FOSTER	26-Nov-04	78/521,648	12-Dec-06	3184593	REGISTERED	3/21
SALLY FOSTER	07-Sep-93	74/432,449	03-May-94	1833830	REGISTERED	16/26/36
SALLY FOSTER	05-Jun-95	74/684,015	01-Oct-96	2004108	REGISTERED	16
SAVERS GUIDE	23-Apr-97	75/279,598	05-May-98	2154964	REGISTERED	16
SAVERSGUIDE	12-May-98	75/483,483	21-Nov-00	2406790	REGISTERED	35
SAVING SPREE	16-Mar-84	73/470,515	15-Jan-85	1314586	REGISTERED	16
SAVINGS SPREE	29-Sep-82	73/392,614	13-Dec-83	1260919	REGISTERED	16
SCRUMPTIOUS SENSATIONS	07-May-97	75/287,987	16-Feb-99	2224774	REGISTERED	36
SELECT SAVINGS	08-Apr-05	78/977,172	24-Oct-06	3162791	REGISTERED	16
SELECT SAVINGS	08-Apr-05	78/605,018	23-Oct-07	3319891	REGISTERED	35
SIMPLY SMART	16-Feb-06	78/816,582	26-Jun-07	3257163	REGISTERED	16
SUMMER VACATION	16-Dec-98	75/980,557	28-Aug-01	2483777	REGISTERED	16
SUMMER VACATION	16-Dec-98	75/606,447	10-Sep-02	2618497	REGISTERED	41
SUMMER VACATION & DESIGN	15-Mar-99	75/980,558	30-Jul-02	2602013	REGISTERED	16
SUMMER VACATION & DESIGN	15-Mar-99	75/660,774	01-Oct-02	2628603	REGISTERED	41
TASTEFUL TEMPTATIONS	07-May-97	75/287,986	24-Nov-98	2205092	REGISTERED	36
TEST THE CHEF	23-Jun-98	75/507,402	14-Dec-99	2300922	REGISTERED	16/35
THE SMART WAY TO SAVE THE ULTIMATE SAVINGS MEMBERSHIP	12-Nov-97	75/389,147	04-May-99	2243846	REGISTERED	16/35
TOP SECRET SPY	13-Feb-01	76/210,677	20-Aug-02	2610918	REGISTERED	16/35/36
TOTALLY WACKY SCIENTIST	31-Oct-03	76/555,571	14-Mar-06	3068700	REGISTERED	16
TRAVEL AMERICA AT HALFPRICE	31-Oct-03	76/555,572	14-Mar-06	3068701	REGISTERED	16
TRAVEL NORTH AMERICA AT HALFPRICE	01-Feb-88	73/708,495	04-Jul-89	1546338	REGISTERED	16
TRAVEL NORTH AMERICA AT HALFPRICE	21-Dec-98	75/608,918	27-Nov-01	2513073	REGISTERED	16/35
TRIANGLE DINING	23-Sep-98	75/557,470	24-Aug-99	2272368	REGISTERED	16
ULTIMATE SAVINGS CARD	01-Sep-05	78/705,142	28-Nov-06	3178762	REGISTERED	16/35
VALUBOOK	14-Nov-88	73/763,409	04-Jul-89	1546690	REGISTERED	35
WORLD EXPLORER	31-Oct-03	76/555,569	14-Mar-06	3068698	REGISTERED	16
WORTH ITS WEIGHT IN GOLD!	31-Oct-94	74/592,826	02-Jul-96	1983487	REGISTERED	16

PATENTS

Patent	Country	Docket/Serial #	Status	Date
Improvements in Marketing	United Kingdom	GB2321428	Granted	September 3, 1999
Method and apparatus for providing flexible travel discounts to traveler.	United States	11/267,307	Filed	November 7, 2005

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See attached.

	Edition Name	Edition Code	Release Date	TX#
1	Akron	08EE0006	6/29/2007	TX 6-813-827
2	Albany	08EE0060	7/11/2007	TX 6-820-537
3	Albuquerque/Santa Fe	08EE0083	7/5/2007	TX 6-821-951
4	Appleton/Green Bay	08EE0077	6/27/2007	TX 6-841-440
5	Orlando	08EE0153	6/4/2007	TX 6-811-968
6	Cincinnati	08EE0002	6/25/2007	TX 6-811-928
7	Austin Passbook	08EE0142	6/28/2007	TX 6-813-821
8	Bakersfield	08EE0104	7/12/2007	TX 6-820-457
9	Tri-Cities	08EE0205	6/6/2007	TX 6-812-377
10	Houston GC	08GC0008	6/7/2007	TX 6-812-285
11	Binghamton	08EE0109	7/10/2007	TX 6-821-953
12	Birmingham	08EE0106	6/13/2007	TX 6-812-911
13	Boise	08EE0085	7/5/2007	Pending
14	Boston	08EE0030	6/19/2007	TX 6-838-856
15	Toledo	08EE0018	6/11/2007	TX 6-812-483
16	Buffalo	08EE0011	7/16/2007	TX 6-833-808
17	Calgary	08EE0065	7/2/2007	TX 6-839-345
18	Canton	08EE0069	6/27/2007	Pending
19	Charleston, SC	08EE0261	6/7/2007	TX 6-812-606
20	Charleston, WV	08EE0115	7/6/2007	Pending
21	Okanagan	08EE0101	6/12/2007	TX 6-812-481
22	Chicago North	08EE0008	6/18/2007	TX 6-812-492
23	Philadelphia North	08EE0031	6/26/2007	TX 6-812-359
24	Chicago West	08EE0015	6/18/2007	TX 6-811-883
25	Spokane	08EE0090	6/28/2007	TX 6-811-926
26	Cleveland	08EE0004	7/9/2007	TX 6-820-478
27	Baton Rouge	08EE0202	6/14/2007	TX 6-812-319
28	Columbia	08EE0021	6/4/2007	TX 6-835-507
29	Columbus	08EE0003	7/9/2007	TX 6-820-172
30	Corpus Christi	08EE0140	6/22/2007	Pending
31	Cortland/Ithaca	08EE0111	7/12/2007	TX 6-821-968
32	D.C./Maryland	08EE0022	6/25/2007	TX 6-813-141
33	D.C./Northern Virginia	08EE0070	6/27/2007	TX 6-839-336
34	Dallas Passbook	08EE0145	6/25/2007	Pending
35	Dayton	08EE0005	6/8/2007	TX 6-841-426
36	Fayetteville	08EE0222	5/31/2007	TX 6-811-943
37	Denver	08EE0038	7/2/2007	Pending
38	Colorado Springs	08EE0141	6/28/2007	TX 6-812-345
39	Detroit	08EE0001	6/20/2007	Pending
40	East Bay	08EE0055	6/27/2007	TX 6-839-331
41	Edmonton	08EE0066	7/2/2007	TX 6-838-477
42	El Paso	08EE0125	7/12/2007	TX 6-821-966
43	Fairfield County	08EE0080	7/2/2007	TX 6-813-140
44	Augusta	08EE0201	6/6/2007	TX 6-811-932
45	Fresno	08EE0086	6/27/2007	TX 6-835-473
46	Quad Cities/Davenport	08EE0302	5/31/2007	TX 6-812-368
47	Ft. Myers	08EE0075	6/18/2007	TX 6-838-857
48	Chicago South	08EE0027	6/20/2007	TX 6-811-902
49	Ft. Worth Passbook	08EE0147	6/21/2007	Pending
50	North Central Florida	08EE0037	6/11/2007	TX 6-835-502
51	Grand Rapids	08EE0150	7/6/2007	Pending
52	Piedmont Triad Area	08EE0113	7/17/2007	TX 6-833-838
53	Delaware	08EE0157	6/6/2007	TX 6-811-946
54	Hamilton	08EE0059	7/3/2007	TX 6-839-340
55	Harrisburg	08EE0162	6/29/2007	TX 6-843-926

56	Hartford	08EE0046	7/3/2007	TX 6-820-470
57	Halifax	08EE0130	6/6/2007	TX 6-811-952
58	Houston	08EE0019	6/21/2007	TX 6-811-901
59	Huntington	08EE0117	7/6/2007	Pending
60	Indiana Northwest	08EE0058	6/19/2007	TX 6-835-477
61	Indianapolis/Central Indiana	08EE0039	6/12/2007	Pending
62	Inland Empire	08EE0097	7/6/2007	Pending
63	Vancouver Values	08VL0015	6/4/2007	TX 6-812-262
64	Jacksonville	08EE0036	5/29/2007	TX 6-836-994
65	Kansas City	08EE0105	6/28/2007	Pending
66	Lafayette, LA	08EE0321	6/15/2007	TX 6-839-587
67	Lake Tahoe/Reno	08EE0110	7/6/2007	TX 6-839-349
68	Lancaster/York	08EE0072	7/3/2007	Pending
69	Las Vegas	08EE0149	7/9/2007	TX 6-820-527
70	Lehigh Valley	08EE0062	7/3/2007	TX 6-820-168
71	Lexington	08EE0122	7/18/2007	TX 6-833-880
72	Ft. Wayne	08EE0078	6/18/2007	TX 6-811-905
73	Long Island	08EE0033	6/11/2007	TX 6-834-718
74	Los Angeles	08EE0016	7/16/2007	TX 6-821-972
75	Louisville/Southern Indiana	08EE0056	6/11/2007	TX 6-812-628
76	Madison	08EE0049	7/5/2007	TX 6-813-139
77	Memphis	08EE0116	6/5/2007	TX 6-834-726
78	Miami/Florida Keys	08EE0154	6/21/2007	Pending
79	Mid Hudson	08EE0087	6/27/2007	TX 6-816-127
80	Milwaukee	08EE0032	7/3/2007	Pending
81	Monterey Peninsula	08EE0084	6/27/2007	TX 6-840-662
82	Montreal	08EE0089	7/9/2007	TX 6-820-523
83	Ft. Lauderdale	08EE0035	6/14/2007	TX 6-812-370
84	Des Moines	08EE0053	6/26/2007	TX 6-812-355
85	New Haven	08EE0144	6/28/2007	TX 6-816-142
86	New Jersey Central/Middlesex	08EE0048	6/18/2007	TX 6-813-822
87	New Jersey Central/Monmouth	08EE0094	6/20/2007	Pending
88	Hawaii	08EE0146	5/30/2007	TX 6-811-956
89	New Jersey North Essex	08EE0026	6/25/2007	TX 6-816-125
90	New Jersey North Morris	08EE0093	6/20/2007	TX 6-820-009
91	New Jersey South	08EE0076	7/5/2007	TX 6-839-347
92	New York City	08EE0034	7/11/2007	TX 6-839-867
93	Norfolk	08EE0063	7/3/2007	TX 6-839-341
94	Baltimore	08EE0024	6/4/2007	TX 6-812-414
95	Oklahoma City	08EE0160	6/22/2007	TX 6-835-484
96	Omaha	08EE0138	6/13/2007	TX 6-812-623
97	Orange County	08EE0014	7/16/2007	TX 6-833-798
98	Oregon	08EE0051	6/19/2007	Pending
99	New Jersey North Bergen	08EE0052	6/12/2007	TX 6-811-963
100	Ottawa/Outaouais	08EE0067	6/19/2007	TX 6-816-135
101	Pennsylvania Northeast	08EE0156	7/10/2007	TX 6-820-204
102	Wichita	08EE0057	6/22/2007	TX 6-812-352
103	Philadelphia West	08EE0079	7/5/2007	TX 6-813-142
104	Phoenix	08EE0047	6/18/2007	TX 6-812-636
105	Pittsburgh	08EE0007	7/16/2007	TX 6-844-631
106	Pittsburgh East	08EE0120	7/18/2007	TX 6-833-812
107	Portland	08EE0029	7/2/2007	TX 6-839-352
108	Jackson, MS	08EE0304	6/15/2007	TX 6-812-267
109	Puget Sound North	08EE0143	6/13/2007	TX 6-820-530
110	St. Louis	08EE0013	6/15/2007	TX 6-811-976
112	Vancouver	08EE0025	6/4/2007	TX 6-812-365

113	Raleigh/Durham	08EE0112	6/5/2007	Pending
114	Berks, Schuylkill and Lebanon Counties	08EE0081	7/5/2007	TX 6-836-653
115	Richmond	08EE0158	6/21/2007	Pending
116	Little Rock	08EE0082	6/27/2007	TX 6-811-907
117	Sacramento	08EE0042	6/26/2007	TX 6-813-829
118	Saginaw/Flint	08EE0303	7/17/2007	TX 6-833-802
119	San Antonio	08EE0152	6/14/2007	TX 6-813-137
120	San Diego	08EE0017	7/6/2007	TX 6-813-824
121	San Fernando	08EE0012	7/2/2007	Pending
122	San Francisco/San Mateo	08EE0073	6/19/2007	Pending
123	San Gabriel	08EE0096	7/5/2007	TX 6-820-188
124	San Jose/Santa Clara	08EE0010	6/25/2007	TX 6-816-137
125	San Juan	08EE0100	7/17/2007	Pending
126	Santa Barbara/Ventura	08EE0088	7/5/2007	TX 6-813-145
127	Space Coast	08EE0137	5/30/2007	TX 6-812-486
128	Rochester	08EE0044	6/21/2007	TX 6-811-909
129	Seattle/Eastside	08EE0023	6/18/2007	TX 6-812-494
130	Sarasota	08EE0118	6/5/2007	TX 6-812-490
131	South Bend	08EE0159	6/14/2007	TX 6-841-441
132	Spartanburg (upstate area)	08EE0129	6/11/2007	TX 6-812-625
133	Saskatchewan	08EE0135	6/21/2007	TX 6-811-914
134	Springfield, MA	08EE0124	7/2/2007	Tx 6-813-147
135	Springfield/Branson	08EE0134	6/21/2007	TX 6838-855
136	Milwaukee GC	08GC0016	6/7/2007	TX 6-811-972
137	St. Petersburg/Clearwater	08EE0139	6/13/2007	Pending
138	Stockton/Modesto	08EE0102	7/12/2007	TX 6-821-977
139	Syracuse	08EE0074	6/19/2007	TX 6-814-878
140	Tampa	08EE0045	5/30/2007	TX 6-835-480
141	Charlotte	08EE0043	6/12/2007	TX 6-812-482
142	Toronto	08EE0054	7/3/2007	TX 6-838-481
143	Nashville	08EE0064	6/13/2007	TX 6-812-374
144	Tucson	08EE0068	6/19/2007	TX 6-834-730
145	Tulsa	08EE0151	5/29/2007	TX 6-812-619
146	Twin Cities	08EE0091	6/29/2007	Pending
147	Twin Ports	08EE0123	7/9/2007	TX 6-821-962
148	Utah	08EE0092	6/12/2007	TX 6-840-653
149	New Hampshire and Maine	08EE0128	6/20/2007	TX 6-812-361
150	Puget Sound South	08EE0050	6/14/2007	TX 6-811-978
151	Vermont	08EE0095	7/12/2007	TX 6-821-959
152	Westchester	08EE0040	7/11/2007	TX 6-821-956
153	Sonoma/Marin	08EE0126	6/28/2007	TX 6-812-337
154	Winnipeg	08EE0161	7/10/2007	TX 6-820-515
155	Worcester County	08EE0108	6/28/2007	TX 6-816-132
156	Youngstown	08EE0131	7/19/2007	Pending
157	Chicago GC	08GC0006	5/31/2007	TX 6-812-501
158	Colorado North GC	08GC0029	6/22/2007	TX 6-811-873
159	Colorado South GC	08GC0030	6/22/2007	TX 6-843-917
160	Denver/Boulder GC	08GC0017	6/25/2007	TX 6-811-874
161	St. Louis GC	08GC0005	6/7/2007	TX 6-812-280
162	Indianapolis GC	08GC0018	6/7/2007	TX 6-836-997
163	Atlanta	08EE0028	6/13/2007	TX 6-811-971
164	Minneapolis GC	08GC0026	6/8/2007	Pending
165	Puerto Rico Family Savings	08GC0095	7/20/2007	Pending
166	Sacramento GC	08GC0019	6/8/2007	TX 6-812-276
167	San Diego Values	08VL0012	6/8/2007	TX 6-812-275
168	Providence, RI	08EE0155	6/15/2007	TX 6-812-272

169	Orange County Values	08VL0010	6/1/2007	TX 6-812-278
170	Toronto Values	08VL0020	7/16/2007	TX 6-833-795
171	Vancouver Island	08EE0107	6/13/2007	TX 6-811-979

DOMAIN NAMES

Domain Name	Expires	Domain Name	Expires
1800231save.com	5/12/2010	smurfnsave.com	8/27/2009
2for1.org	5/17/2010	snurfnsave.com	8/27/2009
askentertainment.com	5/3/2010	snurfandsav.com	8/27/2009
asksavings.biz	1/24/2011	snurfandsave.com	8/27/2009
asksavings.com	1/25/2011	snurfnsav.com	8/27/2009
asksavings.info	1/25/2011	snurfnsave.com	8/27/2009
asksavings.net	1/25/2011	snurfsaving.com	8/27/2009
asksavings.org	1/25/2011	snurfsavings.com	8/27/2009
asksavings.us	1/24/2011	summervacation.biz	11/6/2008
bigentertainmentsavings.com	9/7/2009	snurfnsav.com	8/27/2009
blackbabyentertainment.com	7/10/2010	entertainmentcertificates.com	11/29/2008
digitalentertainmentbook.com	4/2/2010	entertainmentcoupons.com	2/21/2009
digitalsavingsclub.com	6/15/2010	entertainmentdough.com	9/14/2009
dineamate.com	9/3/2009	entertainment-europe.com	1/27/2009
dine-a-mate.com	1/15/2009	entertainmentgetinthegame.com	2/9/2009
dineshoptravelsave.com	12/16/2009	entertainmenthotel.com	4/13/2013
dollarfordollar.com	5/20/2009	entertainment-hotel.com	4/13/2013
dollarfordollarvalues.com	2/3/2009	entertainmenthotels.com	4/12/2013
dollarfordollarvalues.net	2/3/2009	entertainment-hotels.com	4/12/2013
easyfundraising.com	5/13/2009	entertainmentkids.com	5/9/2010
easyfundraising.net	6/28/2009	entertainmentnational.com	9/3/2009
easyscrip.com	9/3/2009	entertainmentonvacation.com	5/12/2010
email1to1.com	10/9/2008	entertainmentpublications.com	2/27/2010
emaildiningclub.com	5/22/2010	entertainment-rewards.com	2/17/2009
emailonetoone.com	10/9/2008	entertainment-rewards.net	3/3/2009
enreward.com	3/2/2009	entertainmentrewardsclub.com	12/8/2009
entertainment.com	7/7/2010	entertainmentsavings.com	9/3/2009
entertainemnt.com	12/29/2009	entertainmenttravelcenter.com	9/7/2009
entertainment.com	11/24/2011	entertainmenttravelpack.com	9/7/2009
entertainment.com.es	11/29/2008	entertainmenttravelrewards.com	9/7/2009
entertainment.com.gr	8/12/2008	entertainmenttravels.com	9/7/2009
entertainment.com.mx	6/18/2008	entertainmentultimate.com	9/3/2009
entertainment.com.pt	4/28/2009	entertainmentvalues.com	2/21/2009
entertainment.gr	7/24/2008	entreward.com	3/2/2009
entertainment.nom.es	3/10/2009	entrewards.com	2/17/2009
entertainment.or.at	3/3/2009	ent-rewards.com	2/17/2009
entertainment.org.es	3/10/2009	familiahorros.com	9/3/2009
entertainment.pt	7/28/2008	frequentvalues.biz	11/6/2008
entertainmentbook.com	10/29/2008	frequentvalues.com	9/2/2010
entertainment-book.com	12/20/2008	frequentvalues.info	9/14/2009
entertainmentbooks.com	10/29/2008	frequentvalues.mobi	6/27/2010
entertainmentbooksales.com	6/2/2010	goldc.biz	11/6/2008
entertainmentcard.com	9/3/2009	goldc.com	2/21/2009
mylocaldiningclub.com	5/22/2010	goldc.info	9/14/2009
nationalvalues.biz	11/6/2008	hotelsathalfprice.mobi	6/27/2010
nationalvalues.com	9/3/2009	local-connection.com	9/3/2009
nationalvalues.info	9/14/2009	magazinediscountnetwork.com	12/18/2009

Domain Name	Expires	Domain Name	Expires
oneforthechildren.com	9/3/2009	mktgpartner.com	8/15/2009
oneforthecommunity.com	11/2/2008	my30secondsofentertainment.com	6/29/2009
passbook.biz	11/6/2008	myentertainmentcoolstuff.com	1/16/2009
passbook.info	9/14/2009	myentertainmentperks.com	1/16/2009
popupsavings.biz	11/6/2008	myentertainmentprizespot.com	12/5/2008
popupsavings.com	12/20/2008	mygoldenentertainment.com	7/10/2010
popupsavings.info	9/14/2009	summervacation.info	9/14/2009
premierdiningclub.com	9/3/2009	summervacation.mobi	6/27/2010
restaurantsecrets.com	11/5/2008	summervacation.org	6/18/2009
sallyfoster.biz	11/6/2008	summervacationbook.com	6/18/2009
sallyfoster.com	11/1/2008	summervacationlearning.com	9/6/2009
sally-foster.com	2/18/2009	thecouponbook.com	10/21/2009
sallyfoster.info	9/14/2009	travelentertainmentsaver.com	9/7/2009
sallyfoster.mobi	6/27/2010	travelsavingspack.com	8/24/2009
sallyfoster.net	12/20/2008	ultimatecashback.com	7/7/2009
sallyfoster.org	3/17/2009	ultimatesavingcard.com	9/26/2009
sallyfosterfundraising.com	9/3/2009	ultimatesavingcard.com	3/11/2011
sallyfosterinc.com	2/21/2010	ultimatesavngcard.com	9/26/2009
saversguide.biz	11/6/2008	ultimatesavingcard.com	9/26/2009
saversguide.com	12/21/2010	ultimatesavingcard.com	9/26/2009
saversguide.info	9/14/2009	ultimatesavingcard.com	9/26/2009
saversguide.mobi	6/27/2010	weentertainment.com	11/7/2008
savewhiletraveling.com	9/7/2009		
savewhiletravelling.com	9/7/2009		
savewhileyoutravel.com	9/28/2009		
savingsspree.com	9/3/2009		
savvyhome.com	4/25/2009		
selectsavings.com	11/19/2009		
selectsavingscard.com	10/9/2008		
serfnsave.com	8/27/2009		
sfcookiedough.com	1/10/2010		
simplysmart.com	9/18/2008		
simplysmartmagazine.com	2/13/2010		

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10. Oracle License and Services Agreement, effective as of November 30, 2003, between EPI and Oracle USA, Inc.
11. Software License and Services Agreement, effective as of March 31, 2004, between EPI and Oracle USA, Inc. (f/k/a PeopleSoft USA Inc.)
12. Framework Agreement, effective as of August 23, 2006, between EPI and Red Hat, Inc.
13. Master Subscription Agreement, effective as of March 29, 2007, between EPI and Salesforce.com, Inc.
14. Master Agreement, effective as of November 1, 2007, between EPI and SunGard Availability Services, LP.
15. Master License Agreement, effective as of September 19, 2007, between EPI and Tealeaf Technology, Inc.
16. License Agreement, dated July 30, 1996 among CUC Asia Holdings, Comp-U Cards Asia Pte Limited and CUC International Corporation.
17. License Agreement between CUC Japan Co., Ltd. and CUC International Corporation, dated October 23, 1996.
18. Reconstruction Agreement among EPI, IAC/ INTERACTIVECORP., Entertainment Publications of Australia Pty Ltd., Entertainment Publications Limited, Ben Johnson and Melanie Johnson dated July 30, 2003.
19. EPI grants non-exclusive licenses to its merchant data and offerings to customers and partners for use on their websites in connection with the custom program offerings and internet partnerships.

EXHIBIT A
[Form of Assignment]

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of _____, _____ by _____ (the "Assignor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings attributed to such term in the hereinafter defined Agreement.

Recitals

WHEREAS, Assignor and Assignee are parties to that certain Intellectual Property Security Agreement dated as of August __, 2008 from Assignor to Assignee (as the same may be modified or amended from time to time, the "Agreement"), providing that under certain conditions specified therein Assignor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled.

NOW THEREFORE, the Assignor hereby agrees as follows:

1. Assignment of Intellectual Property. Subject to the terms of the Agreement, the Assignor hereby grants, assigns and conveys to Assignee its entire right, title and interest in and to (a) the Intellectual Property listed on Schedule 1 hereto and made a part hereof, and all renewals thereof, all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Intellectual Property"), and (b) the goodwill of the Assignor's business connected with and symbolized by the Intellectual Property. The Intellectual Property and such goodwill are collectively referred to herein as the "Collateral".

2. Representations and Warranties. The Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer or agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except pursuant to the Agreement.

3. Modification. This Assignment cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

4. Binding Effect; Governing Law. This Assignment shall be binding upon the Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the internal (as opposed to the conflict of laws provisions) laws of the Commonwealth of Virginia.

2464708

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of the date first above written.

Assignor:

By:

Name:

Title:

2464708