

09-20-2002




REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

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

102227999

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

<p>1. Name of conveying party(ies): <u>Reed Elsevier Properties, Inc.</u></p> <p><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 <u>NY-1809</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Travel Newco, LLC</u> Internal Address: _____ Street Address: <u>500 Plaza Drive</u> City: <u>Secaucus</u> State: <u>NJ</u> Zip: <u>07094</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>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</p>
<p>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 _____</p> <p>Execution Date: <u>September 28, 2001</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>76/115,383</u></p> <p>B. Trademark Registration No.(s) <u>1,783,131</u> <u>2,136,020</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>David W. Sar</u> Internal Address: _____ <u>Brooks, Pierce, McLendon,</u> <u>Humphrey & Leonard, L.L.P.</u> Street Address: <u>2000 Renaissance Plaza</u> <u>230 North Elm Street</u> City: <u>Greensboro</u> State: <u>NC</u> Zip: <u>27401</u></p>	<p>6. Total number of applications and registrations involved: 3</p> <p>7. Total fee (37 CFR 3.41).....\$ <u>90.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account.</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i></p> <p><u>David W. Sar</u> Name of Person Signing</p> <p> Signature</p> <p><u>9/12/02</u> Date</p> <p>Total number of pages including cover sheet, attachments, and document: 5</p>	

RECORDED
SEP 11 10 AM 7:50
FINANCE SECTION

09/19/2002 LWELLER 00000301 76115383

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

01 FC:481 40.00 DP
02 FC:482 50.00 DP

TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Reed Elsevier Inc., a Massachusetts corporation having its principal place of business at 125 Park Avenue, New York, New York 10017 (the "Assignor"), does hereby sell, assign and transfer to Travel Newco LLC, a Delaware limited liability company having its principal place of business at 500 Plaza Drive, Secaucus, NJ 07094 (the "Assignee"), its successors, assigns and legal representatives, the entire right, title and interest of Assignor in and to all trademarks, trade names, trade dress, service marks, logos and business names of Assignor which are used exclusively in connection with Assignor's business of (a) publishing directories and magazines for the travel and meeting planning industries and for travel and meeting planning professionals and (b) compiling, maintaining and licensing databases of travel-related information, including, but not limited to, the trademarks identified on Schedule A hereto (collectively, the "REI Trademarks"), and the goodwill related thereto, and all registrations and applications for registration of all of the foregoing, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all other countries, whether now or hereafter in effect, for Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made in the United States and other countries, and all rights, powers, emoluments, and advantage whatsoever symbolized thereby of Assignor, including common law rights in the REI Trademarks, and all rights to sue for and obtain damages, injunctive relief and attorneys' fees for all past infringements with respect thereto both at common law and under the statutes of the United States or any other country now or hereafter in effect, and claims and causes of action in favor of the Assignor heretofore accrued or hereafter accruing with respect thereto for misappropriation, infringement or other violation of proprietary or other rights in the REI Trademarks and all registrations or applications relating thereto and all renewals and extensions of such registrations. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for and during the existence of such REI Trademarks and all renewals and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by the Assignor had this Assignment and transfer not been made.

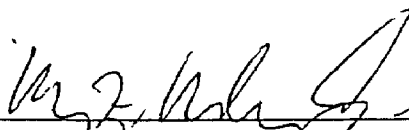
Nothing contained in this Assignment shall be deemed to supersede any of the agreements of the Assignor and the Assignee contained in the Asset Purchase Agreement dated as of August 7, 2001, as amended, by and among Assignor, Variety Media Publications Ltd., an English limited company, Reed Elsevier (Singapore) Pte Ltd. and Assignee. In the event of any

conflict or inconsistency between the provisions of this Agreement and the provisions of such agreement, the provisions of such agreement shall prevail.

The Assignor shall promptly, upon the request of the Assignee, execute such other instruments of conveyance as may be reasonably necessary to permit the Assignee to record the assignment made by this instrument.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed this 28th day of September, 2001.

REED ELSEVIER INC.

By: 
Name: Henry Z. Horbaczewski
Title: Senior Vice President and
General Counsel

SCHEDULE A

A. Registered Marks

<u>Mark</u>	<u>Reg./App.</u>	<u>Registration Date</u>
DESTINATIONS ON LINE(Associated Video/Publication No Longer Being Distributed)	2000688	09/07/96
DESTINATIONS ON TAPE(Associated Video/Publication No Longer Being Distributed)	1783131	07/20/93
STAR SERVICE	2136020	02/10/98
STAR SERVICE ONLINE (Pending)	76/76115383	08/24/00
PERFECTION IN PLANNING	2433608	03/06/01
THE TRUTH ABOUT HOLTELS AND CRUISE SHIPS	76/222634	03/12/01

B. Common Law Marks

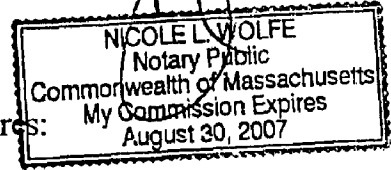
A VIDEO PREVIEW OF YOUR NEXT VACATION (Associated Video/Publication No Longer Being Distributed)
A WORLD OF TRAVEL TO EXPLORE THROUGH VIDEOTAPE (Associated Video/Publication No Longer Being Distributed)
DESTINATIONS ON TAPE TRAVEL VIDEO COLLECTION (Associated Video/Publication No Longer Being Distributed)
HONEYMOONS ON TAPE (Associated Video/Publication No Longer Being Distributed)
PUBLISHER'S VIDEO GROUP (Associated Video/Publication No Longer Being Distributed)
VIDEOLINKS (Associated Video/Publication No Longer Being Distributed)
WATCH WHERE YOU'RE GOING (Associated Video/Publication No Longer Being Distributed)

Commonwealth of Massachusetts)
)
County of Suffolk) ss.:

On this 28th day of September, 2001, before me appeared Henry Z. Horbaczewski, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President and General Counsel of Reed Elsevier Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public



[SEAL]

My commission expires: