

07-17-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌

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

102498973

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

1. Name of conveying party(ies): Reed Elsevier Properties, Inc.

7-14-03

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

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

2. Name and address of receiving party(ies)

Name: Travel Newco, LLC

Internal Address:

Street Address: 500 Plaza Drive

City: Secaucus State: NJ Zip: 07094

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State [X] Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance:

- [X] Assignment Merger Security Agreement Change of Name Other

Execution Date: 09/28/2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/058,732; 76/058,731

B. Trademark Registration No.(s)

See attached.

Additional number(s) attached [X] Yes [] No

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

Name: David W. Sar

Internal Address:

Brooks, Pierce, McLendon, Humphrey & Leonard, LLP

Post Office Box 26000

City: Greensboro State: NC Zip: 27420-6000

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00

- [X] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

David W. Sar, Attorney

Name of Person Signing

Signature

July 8, 2003

Date

8

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

07/16/2003 DBYRNE 00000190 76058732

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

01 FC:8521 02 FC:8522

40.00 OP 300.00 OP

TRADEMARK REEL: 002778 FRAME: 0541

OFFICE OF PATENT RECORDS

FINANCE SECTION

2003 JUL 14 AM 9:53

No. 4 (continued)

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,216,161 (North America Profiles)

2,191,080 (Ports of Call)

2,158,575 (Travel Corner)

862,432 (Travelage)

2,253,936 (Virtual World)

2,257,532 (We Tell All)

2,161,440 (Weissmann Travel Reports We Tell All &
Design)

2,206,393 (Weissmann Travel Reports)

2,281,504 (Weissmann Travel Reports City Profiles
International)

2,270,808 (Weissmann Travel Reports City Profiles North
America)

2,243,177 (Weissmann Travel Reports We Tell All &
Design)

TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Reed Elsevier Properties Inc., a Delaware corporation having its principal place of business at 1105 North Market Street, Suite 912, Wilmington, DE 19801, and Reed Publishing (Nederland) B.V., a limited liability company organized under the laws of The Netherlands, having its principal place of business at Sara Burgerhartstraat 25, 1055 KV, Amsterdam (the "Assignors"), do 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 Assignors in and to all trademarks identified on Schedule A hereto (collectively, the "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 Assignors 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 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 Assignors heretofore accrued or hereafter accruing with respect thereto for misappropriation, infringement or other violation of proprietary or other rights in the Trademarks and all registrations or applications relating thereto and all renewals and extensions of such registrations. Assignors request 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 Trademarks and all renewals and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by the Assignors had this Assignment and transfer not been made.

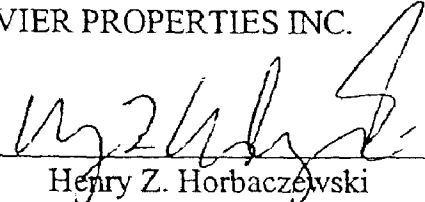
Nothing contained in this Assignment shall be deemed to supersede any of the agreements of the Assignors and the Assignee contained in the Trademark Purchase Agreement dated as of August 7, 2001, as amended, by and among Assignors and Assignee. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of such agreement, the provisions of such agreement shall prevail.

The Assignors 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.

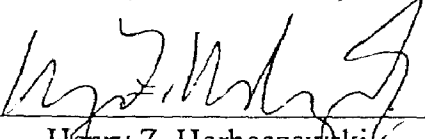
REED ELSEVIER PROPERTIES INC.

By: _____


Name: Henry Z. Horbaczewski
Title: Attorney-in-Fact

REED PUBLISHING (NEDERLAND) B.V.

By: _____


Name: Henry Z. Horbaczewski
Title: Attorney-in-Fact

SCHEDULE A

Reed Elsevier Properties Inc.

1. *Registered Trademarks and Trademarks Applied For*

- AHEAD OF THE NEWS
- BUSINESS TRAVEL PLANNER
- NORTH AMERICA PROFILES
- PORTS OF CALL
- TRAVEL CORNER
- VIRTUAL WORLD
- WE TELL ALL
- WEISSMANN
- WEISSMANN TRAVEL REPORTS
- WEISSMANN TRAVEL REPORTS CITY PROFILES INTERNATIONAL
- WEISSMANN TRAVEL REPORTS CITY PROFILES NORTH AMERICA
- WEISSMANN TRAVEL REPORTS WE TELL ALL & design
- WEISSMANN'S ATLAS (Pending)
- WEISSMANN'S WORLD

2. *Common Law Marks*

- STAR SERVICE CRITICAL GUIDE TO HOTEL & CRUISE SHIPS
- CITY PROFILES

Reed Publishing (Nederland) B.V.

1. *Registered Trademarks and Trademarks Applied For*

- HOTEL & TRAVEL INDEX (Various registered and pending)
- HOTEL & TRAVEL INDEX & design
- HOTEL & TRAVEL INDEX Design
- HOTEL & TRAVEL INDEX in Japanese lettering
- HOTEL & TRAVEL INDEX ONLINE
- HTI HOTELINK (Pending)
- M&C (Various registered and pending)
- M&C and design (key logo)
- M&C GOLD PLATTER AWARD and design
- M&C GOLD SERVICE CVB AWARD and design
- M&C MEETINGS & CONVENTIONS (Various registered and pending)
- M&C ONLINE
- M&C ONLINE MEETINGS AND CONVENTIONS
- M&C ON-SITE
- MEETINGS & CONVENTIONS (Various registered and pending)
- OFFICIAL CRUISE GUIDE
- OFFICIAL HOTEL GUIDE
- OFFICIAL MEETING FACILITIES GUIDE (Various registered and pending)

- OFFICIAL MEETING FACILITIES GUIDE EUROPE
- OHG
- OHRG
- OHRGUIDEBOOK
- OMFG
- TRAVEL WEEKLY [U.S. registered mark only]
- TRAVEL WEEKLY CROSS ROADS
- TRAVEL WEEKLY DAILY BULLETIN (Pending)
- TRAVEL WEEKLY ONLINE
- TRAVEL WEEKLY'S CONFERENCE
- TRAVELAGE

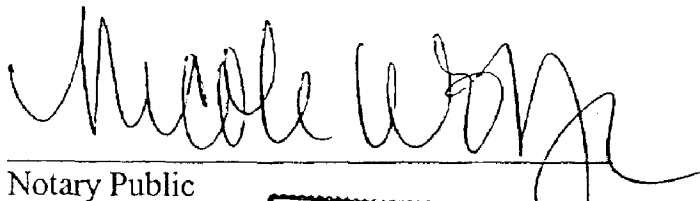
2. *Common Law Marks*

M&C MEETINGS & CONVENTIONS and design.

Commonwealth of Massachusetts)
County of Suffolk)

ss.:

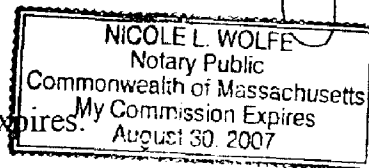
On this 28th day of September, 2001, before me appeared Henry Z. Horbaczewski, to me personally known, who, being by me duly sworn, did say that he is the Attorney-in-Fact of Reed Elsevier Properties Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, 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]

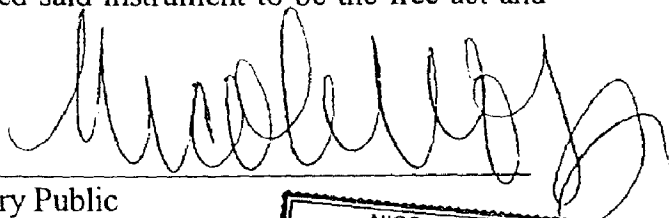
My commission expires



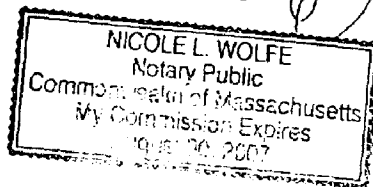
Commonwealth of Massachusetts)
County of Suffolk)

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 Attorney-in-Fact of Reed Publishing (Nederland) B.V. 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



My commission expires:

[SEAL]