

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(RULE 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE
13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO RULE 13d-2(a)
(AMENDMENT NO. ____)(1)

TRAVELNOW.COM INC.
(NAME OF ISSUER)

COMMON STOCK, \$0.01 PAR VALUE
(TITLE OF CLASS OF SECURITIES)

89490A 10 7
(CUSIP NUMBER)

JULIUS GENACHOWSKI, ESQ.
USA NETWORKS, INC.
152 WEST 57TH STREET
NEW YORK, NY 10019
(212) 314-7200

GREGORY S. PORTER, ESQ.
HOTEL RESERVATIONS NETWORK, INC.
8140 WALNUT HILL LANE, SUITE 800
DALLAS, TX 75231
(972) 361-7311

(NAME, ADDRESS AND TELEPHONE OF PERSON AUTHORIZED TO
RECEIVE NOTICES AND COMMUNICATIONS)

DECEMBER 18, 2000

(DATE OF EVENT WHICH REQUIRES FILING OF THIS STATEMENT)

IF THE FILING PERSON HAS PREVIOUSLY FILED A STATEMENT ON SCHEDULE 13G
TO REPORT THE ACQUISITION WHICH IS THE SUBJECT OF THIS SCHEDULE 13D, AND IS
FILING THIS SCHEDULE BECAUSE OF RULE 13d-1(e), 13d-1(f) OR 13d-1(g), CHECK THE
FOLLOWING BOX / /.

NOTE: SCHEDULES FILED IN PAPER FORMAT SHALL INCLUDE A SIGNED ORIGINAL
AND FIVE COPIES OF THE SCHEDULE, INCLUDING ALL EXHIBITS. SEE RULE 13d-7 FOR
OTHER PARTIES TO WHOM COPIES ARE TO BE SENT.

(PAGE 1 OF 8)

(1)THE REMAINDER OF THIS COVER PAGE SHALL BE FILLED OUT FOR A REPORTING
PERSON'S INITIAL FILING ON THIS FORM WITH RESPECT TO THE SUBJECT CLASS OF
SECURITIES, AND FOR ANY SUBSEQUENT AMENDMENT CONTAINING INFORMATION WHICH WOULD
ALTER DISCLOSURES PROVIDED IN A PRIOR COVER PAGE.

THE INFORMATION REQUIRED ON THE REMAINDER OF THIS COVER PAGE SHALL NOT
BE DEEMED TO BE "FILED" FOR THE PURPOSE OF SECTION 18 OF THE SECURITIES EXCHANGE
ACT OF 1934 OR OTHERWISE SUBJECT TO THE LIABILITIES OF THAT SECTION OF THE ACT
BUT SHALL BE SUBJECT TO ALL OTHER PROVISIONS OF THE ACT (HOWEVER, SEE THE
NOTES).

SCHEDULE 13D

Cusip No. 89490A 10 7

Page 2 of 8 Pages

1. Name of Reporting Person and
SS or I.R.S. Identification No. of Above Person:

USA Networks, Inc.
59-2712887

2. Check the appropriate box if a member of a group (a) / /
(b) /X/

3. SEC Use Only.

4. Source of Funds WC

5. Check box if disclosure of legal proceedings is required pursuant
to Items 2(d) or 2(e) / /

6. Citizenship or Place of Organization Delaware

Number of 7. Sole Voting Power -0-
Shares

Beneficially 8. Shared Voting Power 1,080,000
Owned by

Each 9. Sole Dispositive Power -0-
Reporting

Person 10. Shared Dispositive Power 1,080,000
With

11. Aggregate amount beneficially owned by each
reporting person 1,080,000

12. Check box if the aggregate amount in row (11)
excludes certain shares / /

13. Percent of class represented by amount in row (11) 9.9%

14. Type of Reporting Person C0

SCHEDULE 13D

Cusip No. 89490A 10 7

Page 3 of 8 Pages

1. Name of Reporting Person and
SS or I.R.S. Identification No. of Above Person:

Hotel Reservations Network, Inc.
75-2817683

2. Check the appropriate box if a member of a group (a) / /
(b) /X/

3. SEC Use Only.

4. Source of Funds WC

5. Check box if disclosure of legal proceedings is
required pursuant to Items 2(d) or 2(e) / /

6. Citizenship or Place of Organization Delaware

Number of 7. Sole Voting Power -0-
Shares

Beneficially 8. Shared Voting Power 1,080,000
Owned by

Each 9. Sole Dispositive Power -0-
Reporting

Person 10. Shared Dispositive Power 1,080,000
With

11. Aggregate amount beneficially owned by each
reporting person 1,080,000

12. Check box if the aggregate amount in row (11)
excludes certain shares / /

13. Percent of class represented by amount in row (11) 9.9%

14. Type of Reporting Person CO

SCHEDULE 13D

ITEM 1. SECURITY AND ISSUER.

This statement on Schedule 13D (the "Schedule 13D") relates to shares of TravelNow.com, Inc., a Delaware corporation ("TravelNow"), common stock, \$0.01 par value (the "Common Stock"). The principal executive offices of TravelNow are located at 318 Park Central East, Suite 306, Springfield, Missouri 65806.

ITEM 2. IDENTITY AND BACKGROUND.

This statement is filed by USA Networks, Inc., a Delaware corporation ("USAi") and Hotel Reservations Network, Inc., a Delaware corporation and majority owned subsidiary of USAi ("HRN," and together with USAi, the "Reporting Persons"). USAi is a holding company, the subsidiaries of which are focused on the convergence of entertainment, information, and direct selling. The principal executive offices of USAi are located at 152 West 57th Street, New York, NY 10019. The principal executive offices of HRN are located at 8140 Walnut Hill Lane, Suite 800, Dallas, TX 75231.

Annex A attached to this Schedule 13D contains the following information concerning each director, executive officer and controlling person of USAi: (a) the name and residence or business address; (b) the principal occupation or employment; and (c) the name, principal business and address of any corporation or other organization in which such employment is conducted. Annex A is incorporated herein by reference. To the knowledge of USAi, each of the persons named on Annex A (the "Annex A Persons"), except Samuel Minzberg, is a United States citizen. Mr. Minzberg is a Canadian citizen. During the last five years, neither USAi nor any of the Annex A Persons (to the knowledge of USAi) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, neither USAi nor any of the Annex A Persons (to the knowledge of USAi) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Annex B attached to this Schedule 13D contains the following information concerning each director, executive officer and controlling person of HRN: (a) the name and residence or business address; (b) the principal occupation or employment; and (c) the name, principal business and address of any corporation or other organization in which such employment is conducted. Annex B is incorporated herein by reference. To the knowledge of HRN, each of the persons named on Annex B (the "Annex B Persons") is a United States citizen. During the last five years, neither HRN nor any of the Annex B Persons (to the knowledge of HRN) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors). During the last five years, neither HRN nor any of the Annex B Persons (to the knowledge of HRN) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, is or was subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Barry Diller, the Chairman and Chief Executive Officer of USAi, Liberty Media Corporation, Universal Studios, Inc., The Seagram Company Ltd. and USAi are parties to a stockholders agreement (the

"Stockholders Agreement") relating to USAi. Through his own holdings and the Stockholders Agreement, Mr. Diller has the right, directly or indirectly, to control approximately 74% of the outstanding total voting power of USAi. As a result, except with regard to certain specified matters, Mr. Diller generally has the ability to control the outcome of all matters submitted to a vote of USAi's stockholders. Mr. Diller disclaims beneficial ownership of any shares of TravelNow stock beneficially owned by the Reporting Persons.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

On December 18, 2000, HRN entered into a Stock Purchase Agreement pursuant to which it acquired the right to purchase from Chris Noble 1,000,000 shares of Common Stock in exchange for \$3.00 per share in cash. Also on December 18, 2000, HRN entered into a Stock Purchase Agreement pursuant to which it acquired the right to purchase from Andrew Schepp 80,000 shares of Common Stock in exchange for \$3.00 per share in cash. Upon the delivery of the shares by the sellers thereof, HRN shall pay from its working capital an aggregate amount of \$3,240,000 to acquire the Common Stock. The parties anticipate consummating the transactions described in this Item 3 on or before December 31, 2000.

ITEM 4. PURPOSE OF TRANSACTION.

Except as set forth herein, neither the Reporting Persons nor, to the best of their knowledge, any of their respective executive officers, directors or controlling persons has any plan or proposal which relates to or would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D.

HRN currently holds its interest in TravelNow as a strategic investment. On December 20, 2000, HRN entered into a Confidentiality Agreement with TravelNow pursuant to which TravelNow agreed to make certain information concerning the business, operations and assets of TravelNow available to HRN for consideration in connection with its review of various potential transactions, which could include, without limitation, the acquisition by HRN of all or substantially all of the outstanding TravelNow Common Stock in a negotiated transaction. The terms of the Confidentiality Agreement also provide that HRN will not to make any unsolicited offer to acquire any Common Stock or other securities of TravelNow from TravelNow or any holder of its Common Stock unless requested to do so by TravelNow.

In the ordinary course of business, USAi and HRN engage in a variety of business transactions that cover a wide range of activities relevant to the operations of both companies. USAi expects that in the future additional business opportunities for the benefit of both companies may become available, and that in the ordinary course of business USAi and HRN will discuss and negotiate mutually beneficial business transactions, which transactions could include, without limitation, the acquisition by HRN of additional TravelNow Common Stock.

In addition, USAi may be deemed to indirectly participate in the business and oversight of HRN through USAi's representation on the HRN Board of Directors. However, as directors of HRN, USAi representatives (currently four in number), like other HRN directors, participate on the HRN Board in the exercise of their fiduciary obligations to HRN stockholders. In such capacity, USAi representatives actively and regularly participate (and expect to continue to so participate) in formulating HRN business strategies which may include matters identified in paragraphs (a) through (j) of Item 4 of Schedule 13D.

Subject to the terms of the Confidentiality Agreement, HRN may from time to time acquire additional TravelNow Common Stock in the market or otherwise, depending upon market, economic, business and other conditions and factors. In reaching any conclusion as to its future course of action, USAi will take into consideration various factors, such as TravelNow's business and prospects, other developments concerning TravelNow, other business opportunities available to HRN, developments with respect to the business of HRN, and general economic and stock market conditions, including, but not limited to, the market price of the Common Stock. HRN reserves the right, based on all relevant factors and subject to applicable law, to (a) acquire additional shares of Common Stock in the open market, in privately negotiated transactions or otherwise; (b) dispose of all or a portion of its holdings of Common Stock; (c) continue to hold all or a part of such shares and exercise voting control over TravelNow, or to hold such shares as a passive investment; (d) take other actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D; or (e) change its intention with respect to any or all of the matters referred to in this Item 4.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

As of December 18, 2000, each of USAi and HRN may be deemed to be a beneficial owner of 1,080,000 shares of the Common Stock, all of which will be held of record by HRN upon the consummation of the transactions described in Item 3 above. Each of USAi and HRN may be deemed to beneficially own 9.9% of the Common Stock (based upon the Issuer's Quarterly Report on Form 10-QSB filed on November 14, 2000).

USAi will have shared power to vote or direct the vote and shared power to dispose or to direct the disposition of 1,080,000 shares of Common Stock upon the consummation of the transactions described in Item 3 above. USAi has no beneficial ownership of any additional shares of Common Stock.

HRN will have shared power to vote or direct the vote and shared power to dispose or to direct the disposition of 1,080,000 shares of Common Stock upon the consummation of the transactions described in Item 3 above. HRN has no beneficial ownership of any additional shares of Common Stock.

On December 18, 2000, HRN entered into a Stock Purchase Agreement pursuant to which it acquired the right to purchase from Chris Noble 1,000,000 shares of Common Stock in exchange for \$3.00 per share in cash. Also on December 18, 2000, HRN entered into a Stock Purchase Agreement pursuant to which it acquired the right to purchase from Andrew Schepp 80,000 shares of Common Stock in exchange for \$3.00 per share in cash. Upon the delivery of the shares by the sellers thereof, HRN will pay from its working capital an aggregate amount of \$3,240,000 to acquire the Common Stock. The parties anticipate consummating the transactions described in Item 3 above on or before December 31, 2000.

No officer or director of either USAi or HRN owns any TravelNow Common Stock.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

On December 19, 2000, HRN entered into a Standstill Agreement with TravelNow pursuant to which HRN agreed not to: (a) sell, pledge or otherwise transfer any of the TravelNow Common Stock it intends to acquire under the terms of the transactions described in Item 3 above, other than through either a privately negotiated transfer in which the transferee agrees to be bound by the terms of the Standstill Agreement or a pledge of less than 30% of the Common Stock held by HRN; or (b) publicly announce or disclose any intention, plan or arrangement inconsistent with the foregoing. See response to Item 4 above.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

- Exhibit 1 Joint Filing Agreement dated December 28, 2000, by and between USA Networks, Inc. and Hotel Reservations Network, Inc., dated December 28, 2000.
- Exhibit 2 Stock Purchase Agreement entered into on December 18, 2000, by and between Hotel Reservations Network, Inc., and Chris Noble
- Exhibit 3 Stock Purchase Agreement entered into on December 18, 2000, by and between Hotel Reservations Network, Inc., and Andrew Shepp
- Exhibit 4 Confidentiality Agreement dated December 20, 2000, by and among TravelNow.com, Inc. and Hotel Reservations Network, Inc.
- Exhibit 5 Standstill Agreement dated December 19, 2000, by and among TravelNow.com, Inc. and certain stockholders named therein.

SIGNATURES

After reasonable inquiry and to the best of his or her knowledge and belief, each of the undersigned certifies that the information in this statement is true, complete and correct.

Dated: December 28, 2000

USA NETWORKS, INC.

By: /s/ William J. Severance

William J. Severance,
Vice President and Controller

HOTEL RESERVATIONS NETWORK, INC.

By: /s/ Gregory S. Porter

Gregory S. Porter, General
Counsel and Secretary

INDEX TO EXHIBITS

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- Exhibit 3 Stock Purchase Agreement entered into on December 18, 2000, by and between Hotel Reservations Network, Inc., and Andrew Shepp
- Exhibit 4 Confidentiality Agreement dated December 20, 2000, by and among TravelNow.com, Inc. and Hotel Reservations Network, Inc.
- Exhibit 5 Standstill Agreement dated December 19, 2000, by and among TravelNow.com, Inc. and certain stockholders named therein.

ANNEX A

Set forth below is the name, business address, principal occupation or employment and principal business in which such employment is conducted of each director and executive officer of USAi. The name of each person who is a director of USAi is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 152 West 57th Street, New York, NY 10019.

Name and Business Address	Principal Occupation or Employment	Principal Business in which such Employment is Conducted
Paul G. Allen* 110 110th Avenue, N.E., Suite 550 Bellevue Washington 98004	Investor.	Vulcan Ventures Inc. (Venture Capital)
Edgar Bronfman, Jr.* 375 Park Avenue New York, NY 10152	Executive Vice Chairman, Vivendi Universal.	Vivendi Universal (Media and Communications)
Anne M. Busquet* 200 Vesey Street New York, NY 10285	President, American Express Relationship Services.	American Express Relationship Services (Service Provider to American Express Customers)
Barry Diller*	Chairman and Chief Executive Officer, USAi.	USAi
Victor A. Kaufman*	Vice Chairman, USAi.	USAi
Donald R. Keough* 711 Fifth Avenue New York, NY 10022	Chairman of the Board, Allen & Co. Inc.	Allen & Co. Inc. (Investment Banking)
Dara Khosrowshahi* 152 West 57th Street New York, NY 10019	Executive Vice President, Operations and Strategic Planning, USAi	USAi
Diane Von Furstenberg* 389 West 12th Street New York, NY 10014	Chairman, Diane Von Furstenberg Studio L.P.	Diane Von Furstenberg Studio L.P. (Fashion Design)
Julius Genachowski	Senior Vice President, General Counsel and Secretary, USAi.	USAi

Samuel Minzberg*
1170 Peel
Montreal, Quebec H38-4P2

President and Chief
Executive Officer,
Claridge Inc.

Claridge Inc.
(Management)

Brian C. Mulligan*
375 Park Avenue
New York, NY 10152

Consultant

Vivendi Universal
Media and Communications

William D. Savoy*
110 110th Avenue, N.E.
Suite 550
Bellevue, Washington 98004

Vice President, Vulcan
Ventures Inc.

Vulcan Ventures Inc.
(Venture Capital)

Gen. H. Norman
Schwarzkopf*
400 North Ashley Street
Suite 3050
Tampa, Florida 33602

Retired.

Michael Sileck

Senior Vice President
and Chief Financial
Officer, USAi.

USAi

ANNEX B

Set forth below are the name, business address, principal occupation or employment and principal business in which such employment is conducted of each director and executive officer of HRN. The name of each person who is a director of HRN is marked with an asterisk. Unless otherwise indicated, the business address of each person listed below is 8140 Walnut Hill Lane Suite 800, Dallas, TX 75231.

Name and Business Address	Principal Occupation or Employment	Principal Business in which such Employment is Conducted
Robert Diener*	President and Treasurer, HRN	HRN
Sandra D'Arcy	Executive Vice President, HRN	HRN
Beverly Harms* c/o Communication Equity Association 101 East Kennedy Blvd., Suite 3300 Tampa, FL 33602	Senior Vice President of Managed Investments	Communications Equity Associates (Investment Banking)
Victor A. Kaufman* 152 West 57th Street New York, NY 10019	Vice Chairman, USAi.	USAi
Dara Khosrowshahi* 152 West 57th Street New York, NY 10019	Executive Vice President, Operations and Strategic Planning, USAi	USAi
David Litman*	Chief Executive Officer, HRN	HRN
Jon Miller 152 West 57th Street New York, NY 10019	President and Chief Executive Officer, USA Information and Services	USA Information and Services
Gregory S. Porter	General Counsel and Secretary, HRN	HRN
Mel Robinson	Chief Financial and Strategic Officer, HRN	HRN
Eli J. Segal* c/o Welfare to Work Partnership 1250 Connecticut Ave., NW	President and Chief Executive Officer, The Welfare to Work Partnership	The Welfare to Work Partnership (Non-Profit)

Washington, DC 20036

Michael Sileck*
152 West 57th Street
New York, NY 10019

Senior Vice President
and Chief Financial
Officer, USAi.

USAi

JOINT FILING AGREEMENT

The undersigned and agree that the foregoing statement on Schedule 13D is filed on behalf of each of the undersigned and that all subsequent amendments to this statement shall be filed on behalf of each of the undersigned without the necessity of filing additional joint filing statements. The undersigned acknowledge that each shall be responsible for the timely filing of such amendments, and for the completeness and accuracy of the information concerning it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the others, except to the extent that it knows or has reason to believe that such information is inaccurate.

This Agreement may be executed in counterparts and each of such counterparts taken together shall constitute one and the same instrument.

Dated: December 28, 2000

HOTEL RESERVATIONS NETWORK, INC.

By: /s/ Gregory S. Porter

Gregory S. Porter,
General Counsel and
Secretary

USA NETWORKS, INC.

By: /s/ William J. Severance

William J. Severance, Vice President and
Controller

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "AGREEMENT") is entered into on December 18 2000, by and between Hotel Reservations Network, Inc. (the "BUYER"), and Chris Noble ("SELLER"). Buyer and Seller are referred to collectively herein as the "PARTIES."

PRELIMINARY STATEMENT

Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller 1,000,000 shares of common stock, \$.01 par value per share, of TravelNow.com, Inc., a Delaware corporation (the "SHARES"), owned by Seller, on the terms described in this Agreement.

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE OF COMMON STOCK.

(a) BASIC TRANSACTION. On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Shares for the consideration specified below in this Section 1.

(b) PURCHASE PRICE. Buyer agrees to pay to Seller at the Closing (as defined below) \$3,000,000 (the "PURCHASE PRICE") in cash by wire transfer or delivery of other immediately available funds.

(c) THE CLOSING. The closing of the transactions contemplated by this Agreement (the "CLOSING") shall take place at the offices of Buyer, commencing at 9:00 a.m. local time on December 22, 2000, or such other date as the Parties may mutually agree (the "CLOSING DATE").

(d) DELIVERIES AT THE CLOSING. At the Closing, (i) Seller will deliver to Buyer a fully executed copy of that certain Standstill Agreement dated July 13, 2000, by and among TravelNow.com, Inc. and the individual parties thereto (the "STANDSTILL AGREEMENT"), and either (A) deliver to Buyer stock certificates representing the Shares, endorsed in blank or accompanied by duly executed assignment documents, or (B) cause the Shares to be electronically transmitted to Buyer's account through the Depository Trust Company's DWAC system, and (ii) Buyer will deliver to Seller the consideration specified in Section 1(b) above.

2. REPRESENTATIONS AND WARRANTIES CONCERNING THE TRANSACTION.

(a) REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that the statements contained in this Section 2(a) are correct and complete as of the date of this Agreement.

(i) AUTHORIZATION OF TRANSACTION. Seller has full power and authority to execute and deliver this Agreement and to perform his obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions. Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval

of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(ii) NONCONTRAVENTION. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject, or any agreement to which Seller is bound.

(iii) THE SHARES. Seller holds of record and owns beneficially the Shares, free and clear of any restrictions on transfer (other than restrictions under the Securities Act and state securities laws), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, liens, claims, encumbrances and demands. Seller is not a party to any option, warrant, purchase right, or other contract or commitment that could require Seller to sell, transfer, or otherwise dispose of any Shares (other than this Agreement). Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any shares of Common Stock. Seller is, however, party to the Standstill Agreement.

(b) REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that the statements contained in this Section 2(b) are correct and complete as of the date of this Agreement.

(i) AUTHORIZATION OF TRANSACTION. Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions. Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(ii) NONCONTRAVENTION, Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject.

3. CONDITIONS TO OBLIGATION TO CLOSE.

(a) CONDITIONS TO OBLIGATION OF BUYER. The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 2(a) above shall be true and correct in all material respects at and as of the Closing Date; and

(ii) there shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;

Buyer may waive any condition specified in this Section 3(a) if it executes a writing so stating at or prior to the Closing.

(b) CONDITIONS TO OBLIGATION OF SELLER. The obligation of Seller to consummate the transactions to be performed by them in connection with the Closing is subject to satisfaction of the following conditions:

- (i) the representations and warranties set forth in Section 2(b) above shall be true and correct in all material respects at and as of the Closing Date;
- (ii) Buyer shall have agreed to be bound by the terms of the Standstill Agreement and shall have executed a copy thereof; and
- (iii) there shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;

Seller may waive any condition specified in this Section 3(b) if he executes a writing so stating at or prior to the Closing.

4. MISCELLANEOUS.

(a) NO THIRD PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(b) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they are related in any way to the subject matter hereof.

(c) SUCCESSION AND ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

(d) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(e) HEADINGS. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(F) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) AMENDMENTS AND WAIVERS. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(h) SEVERABILITY. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation

or in any other jurisdiction.

(i) EXPENSES. Buyer and Seller will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(j) CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

The Parties hereto have executed this Agreement on the date first above written.

Hotel Reservations Network, Inc.

By: /s/ David Litman

Name: David Litman

Title: Chief Executive Officer

/s/ Chris Noble

Chris Noble

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "AGREEMENT") is entered into on December 18, 2000, by and between Hotel Reservations Network, Inc. (the "BUYER"), and Andrew Shepp ("SELLER"). Buyer and Seller are referred to collectively herein as the "PARTIES."

PRELIMINARY STATEMENT

Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller 80,000 shares of common stock, \$.01 par value per share, of TravelNow.com, Inc., a Delaware corporation (the "SHARES"), owned by Seller, on the terms described in this Agreement.

AGREEMENT

The Parties, intending to be legally bound, agree as follows:

1. PURCHASE AND SALE OF COMMON STOCK.

(a) BASIC TRANSACTION. On and subject to the terms and conditions of this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Shares for the consideration specified below in this Section 1.

(b) PURCHASE PRICE. Buyer agrees to pay to Seller at the Closing (as defined below) \$240,000 (the "PURCHASE PRICE") in cash by wire transfer or delivery of other immediately available funds.

(c) THE CLOSING. The closing of the transactions contemplated by this Agreement (the "CLOSING") shall take place at the offices of Buyer, commencing at 9:00 a.m. local time on December 22, 2000, or such other date as the Parties may mutually agree (the "CLOSING DATE").

(d) DELIVERIES AT THE CLOSING. At the Closing, (i) Seller will deliver to Buyer a fully executed copy of that certain Standstill Agreement dated July 13, 2000, by and among TravelNow.com, Inc. and the individual parties thereto (the "STANDSTILL AGREEMENT"), and either (A) deliver to Buyer stock certificates representing the Shares, endorsed in blank or accompanied by duly executed assignment documents, or (B) cause the Shares to be electronically transmitted to Buyer's account through the Depository Trust Company's DWAC system, and (ii) Buyer will deliver to Seller the consideration specified in Section 1(b) above.

2. REPRESENTATIONS AND WARRANTIES CONCERNING THE TRANSACTION.

(a) REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that the statements contained in this Section 2(a) are correct and complete as of the date of this Agreement.

(i) AUTHORIZATION OF TRANSACTION. Seller has full power and authority to execute and deliver this Agreement and to perform his obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions. Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval

of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(ii) NONCONTRAVENTION. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Seller is subject, or any agreement to which Seller is bound.

(iii) THE SHARES. Seller holds of record and owns beneficially the Shares, free and clear of any restrictions on transfer (other than restrictions under the Securities Act and state securities laws), taxes, security interests, options, warrants, purchase rights, contracts, commitments, equities, liens, claims, encumbrances and demands. Seller is not a party to any option, warrant, purchase right, or other contract or commitment that could require Seller to sell, transfer, or otherwise dispose of any Shares (other than this Agreement). Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any shares of Common Stock. Seller is, however, party to the Standstill Agreement

(b) REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that the statements contained in this Section 2(b) are correct and complete as of the date of this Agreement.

(i) AUTHORIZATION OF TRANSACTION. Buyer has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions. Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

(ii) NONCONTRAVENTION, Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which Buyer is subject.

3. CONDITIONS TO OBLIGATION TO CLOSE.

(a) CONDITIONS TO OBLIGATION OF BUYER. The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:

(i) the representations and warranties set forth in Section 2(a) above shall be true and correct in all material respects at and as of the Closing Date; and

(ii) there shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;

Buyer may waive any condition specified in this Section 3(a) if it executes a writing so stating at or prior to the Closing.

(b) CONDITIONS TO OBLIGATION OF SELLER. The obligation of Seller to consummate the transactions to be performed by them in connection with the Closing is subject to satisfaction of the following conditions:

- (i) the representations and warranties set forth in Section 2(b) above shall be true and correct in all material respects at and as of the Closing Date;
- (ii) Buyer shall have agreed to be bound by the terms of the Standstill Agreement and shall have executed a copy thereof; and
- (iii) there shall not be any injunction, judgment, order, decree, ruling, or charge in effect preventing consummation of any of the transactions contemplated by this Agreement;

Seller may waive any condition specified in this Section 3(b) if he executes a writing so stating at or prior to the Closing.

4. MISCELLANEOUS.

(a) NO THIRD PARTY BENEFICIARIES. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

(b) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they are related in any way to the subject matter hereof.

(c) SUCCESSION AND ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

(d) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(e) HEADINGS. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(f) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS.

(g) AMENDMENTS AND WAIVERS. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(h) SEVERABILITY. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall not affect the validity or enforceability of the remaining terms and

provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(i) EXPENSES. Buyer and Seller will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(j) CONSTRUCTION. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

The Parties hereto have executed this Agreement on the date first above written.

Hotel Reservations Network, Inc.

By: /s/ David Litman

Name: David Litman

Title: Chief Executive Officer

/s/ Andrew Shepp

Andrew Shepp

INVESTMENT BANKING

LEGG MASON WOOD WALKER, INCORPORATED
100 LIGHT STREET, 34TH FLOOR, BALTIMORE, MD 21202
410.539.0000 FAX: 410.454.4508

MEMBER NEW YORK STOCK EXCHANGE, INC./MEMBER SIPC

PERSONAL AND CONFIDENTIAL

December 27, 2000

Hotel Reservations, Network, Inc.
8140 Walnut Hill Lane
Suite 800
Dallas, TX 75231

Attention: Mr. Mel Robinson
President & Chief Financial Officer

Ladies and Gentlemen:

In connection with your consideration of a possible transaction with TravelNow.com Inc., a Delaware company (the "Company"), the Company is prepared to make available to you certain information concerning the business, operations and assets of the Company. As a condition to such information being furnished to you and your Representatives (as defined herein), you agree to treat any information concerning the Company (whether prepared by the Company, its advisors or otherwise and irrespective of the form of communication) which is furnished to you or to your Representatives by or on behalf of the Company (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this letter agreement.

The term "Evaluation Material" shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by you or your Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to you or your Representatives pursuant hereto. The term "Evaluation Material" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives, (ii) was within your possession prior to its being furnished to you by or on behalf of the Company pursuant hereto, or (iii) becomes available to you on a non-confidential basis from a source other than the Company or any of its Representatives; provided that with respect to clauses (ii) and (iii) above, the source of such information was not bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality known by you after reasonable investigations to be owed to the Company or any other party with respect to such information.

You hereby agree that you recognize and acknowledge the competitive value and the confidential and proprietary nature of the Evaluation Material and the damage that could result to the Company if it is used for any purpose other than the proposed transaction contemplated by this letter

agreement or is disclosed to any third party, other than as set forth in this paragraph. You and your Representatives agree that you shall use the Evaluation Material solely for the purpose of evaluating a possible transaction between the Company and you and not in any manner that is competitive with or detrimental to the Company. You further agree that you will keep the Evaluation Material confidential and that you will not disclose any of the Evaluation Material in any manner whatsoever; provided, however, that (i) you may make any disclosure of such information to which the Company gives its prior written consent and (ii) any such information may be disclosed to your employees, directors, agents or representatives (collectively, your "Representative") who need to know such information in connection with your evaluation of a possible transaction with the Company, and who agree to keep such information confidential and who are provided with a copy of this letter agreement and agree to be bound by the terms hereof to the same extent as if they were parties hereto. In any event, you shall be responsible for any breach of this letter agreement by any of your Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material.

You hereby acknowledge that the Evaluation Material is being furnished to you in consideration of your agreement that neither you, nor any entity directly or indirectly controlled by you (collectively, an "Affiliate"), will directly or indirectly propose to the Company or any other person any transaction between you and the Company and/or its security holders or involving any of its Securities (as defined below) or security holders regarding an acquisition, directly or indirectly, of control of the Company or any of the Company's Securities, businesses or assets, unless the Company shall have requested in writing that you make such a proposal, and that neither you nor any of your Affiliates will acquire, or assist, advise or encourage any other persons in acquiring, directly or indirectly, control of the Company or any of the Company's Securities, businesses or assets for a period of six months from the date of this letter agreement unless the Company shall have consented in advance in writing to such acquisition. Provided, however, that the restrictions set forth in this paragraph shall no longer be applicable in the event that any third-party, without the prior written consent of the Board of Directors of the Company, makes a bona fide public offer to acquire or acquires directly or indirectly voting stock of the Company or publicly announces its desire to enter into any merger or other business combination with the Company. You also agree that the Company shall be entitled to equitable relief, including injunction, in the event of any breach of the provisions of this paragraph and that you shall not oppose the granting of such relief. The term "Securities" shall have the same meaning herein as in the Securities Act of 1933, as amended. The Company acknowledges that you have entered into an agreement with Chris Noble to purchase from him 1,000,000 shares of the Company's Common Stock, and an agreement with Andrew Shepp to purchase from him 80,000 shares of the Company's Common Stock, and the Company further acknowledges that the provisions of this paragraph shall not apply to such agreements.

In addition, you agree that, without the prior written consent of the Company, you and your Representatives will not disclose to any person the fact that the Evaluation Material has been made available to you, that discussions or negotiations are taking place concerning a possible transaction involving the Company or any of the terms, conditions or other facts with respect thereto, unless such disclosure is required by law and then only with as much prior written notice to the Company as is practical under the circumstances and only to the extent required by law. You further agree not to contact any employees of the Company regarding a possible transaction or the Evaluation Materials without the Company's prior written consent and that all communications regarding a possible transaction with the Company, requests for additional information and questions regarding procedures with respect to a possible transaction will be first submitted or directed to Legg Mason Wood Walker, Incorporated ("Legg Mason") and not to the Company or its Representatives. The term "person" as used in this letter agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.

In the event that you or any of your Representatives are requested or become legally compelled to disclose any of the Evaluation Material or that discussions between you and the Company now are taking place or will take place, you shall provide the Company with prompt written notice of any such request or requirement so that the Company may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, you agree to (i) furnish only that portion of the Evaluation Material for which you are advised by written opinion of counsel, reasonably satisfactory to the Company, is legally required and (ii) exercise your best efforts to obtain assurance that the Evaluation Material will be accorded such confidential treatment.

If you decide that you do not wish to proceed with a transaction with the Company you will promptly inform the Company of that decision. In that case, or at any time upon the request of the Company for any reason, you will and will cause your Representatives to promptly deliver to the Company all documents and all copies thereof furnished to you or your Representatives by or on behalf of the Company pursuant hereto. In the event of such a decision or request, all other Evaluation Material prepared by you or your Representatives shall be destroyed and no copy thereof shall be retained and, upon request, you shall certify in writing to the Company that such action has been taken. Notwithstanding the return or destruction of the Evaluation Material, you and your Representatives will continue to be bound by your obligations of confidentiality and other obligations hereunder for a period of five (5) years from the date of this letter agreement.

The Company retains the right to determine, in its discretion, what information, properties, personnel and other Evaluation Material the Company will make available to you. Although the Company has endeavored to include in the Evaluation Material information which the Company believes to be relevant for the purpose of your evaluation of a possible transaction with the Company, you acknowledge that none of the Company, Legg Mason nor any of their respective Representatives makes any express or implied representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that none of the Company, Legg Mason nor any of their respective Representatives shall have any liability to you or to any of your Representatives relating to or resulting from the use of the Evaluation Material. You also agree that you are not entitled to rely on the accuracy or completeness of the Evaluation Material and that you will be entitled to rely solely on such representations and warranties as may be included in any definitive agreement with respect to a transaction between the Company and you, subject to such limitations and restrictions as may be contained therein. You further agree that, if you determine to engage in a transaction with the Company, your determination will be based solely on the terms of such definitive agreement and on your own investigation, analysis and assessment of the Company and the transaction.

In consideration of the Evaluation Material being furnished to you, you agree that, without the prior written consent of the Company, for a period of one (1) year from the date hereof, you will not, directly or indirectly, (i) solicit any person or employee whom you know or have a reasonable basis to know is an employee of the Company; or (ii) solicit for employment any person employed by the Company with whom you had contact or who became known to you during your evaluation of the Company.

You agree that unless and until a definitive agreement regarding a transaction between the Company and you has been executed, neither the Company nor you will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this letter agreement except for the matters specifically agreed to herein and you hereby waive, in advance, any claims in connection with any possible transaction with the Company unless and until you shall have entered into a final definitive agreement. You also acknowledge and agree that (i) Legg Mason and its Representatives may conduct the process that may or may not result in a transaction with the Company in such manner as Legg Mason, in its

sole discretion, may determine, including, without limitation, negotiating and entering into a final definitive agreement with any third party without notice to you, and (ii) Legg Mason reserves the right to change, in its sole discretion, at any time and without notice to you, the procedures relating to the Company's and your consideration of the proposed transaction, including, without limitation, terminating all further discussions with you and requesting that you return all Evaluation Material to the Company. You hereby confirm that you are not acting as a broker for or Representative of any person and are considering a possible transaction with the Company only for your own account. You further acknowledge and agree that the Company reserves the right, in its sole discretion, to reject any and all proposals made by you or any of your Representatives with regard to a transaction between the Company and you, and to terminate discussions and negotiations with you at any time.

You acknowledge that you and your Representatives are aware that the United States securities laws prohibit any person who has material non-public information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

The Company reserves the right to assign all of its rights, powers and privileges under this letter agreement, including without limitation, the right to enforce all of the terms of this letter agreement.

It is understood and agreed that no failure or delay by the Company in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this letter agreement by you or any of your Representatives and that the Company shall be entitled to equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach by you of this letter agreement, but shall be in addition to all other remedies available at law or equity to the Company. Consequently, the Company shall be entitled to secure enforcement of this letter agreement in any court of competent jurisdiction in the United States or any state thereof (and you agree to waive any requirement for the posting of bond in connection with such remedy).

The terms and provisions of this letter agreement are solely for the benefit of the Company, Legg Mason and you and their respective successors, assigns, heirs and personal representatives, and no other person shall acquire or have any right by virtue of this letter agreement. This letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to such state's principles of conflicts of laws.

This letter agreement may be waived, amended or modified only by an instrument in writing signed by the party against which such waiver, amendment or modification is sought to be enforced.

You represent and warrant that this letter agreement has been duly and validly executed and delivered and is a valid and binding agreement enforceable in accordance with its terms.

If any provision of this letter agreement or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of the letter agreement and the application of such provision to other persons or circumstances shall not be affected thereby. To the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provisions as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to the Company and its officers, directors, employees, agents, advisors and controlling persons within the bounds of validity, legality and enforceability.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this letter agreement shall become a binding agreement between you and the Company.

Very truly yours,

LEGG MASON WOOD WALKER, INCORPORATED
on behalf of: TRAVELNOW.COM INC.

By: /s/

Accepted and agreed as
of the date first written above:

Hotel Reservations Network, Inc.

By: /s/

STANDSTILL AGREEMENT

THIS STANDSTILL AGREEMENT, effective July 13, 2000 (this "Agreement"), is made and entered into by and among TravelNow Inc., a Florida corporation ("TravelNow") and the undersigned individual holders of TravelNow's capital stock (each individually a "Stockholder" and collectively the "Stockholders").

RECITALS

WHEREAS, each Stockholder beneficially owns as of the date of this Agreement, the number of shares of common stock, par value \$0.01 per share, of TravelNow set forth on Schedule A attached hereto along with any stock into which such shares of common stock have been exchanged or any stock resulting from any stock split, stock dividend, recapitalization, restructuring, reclassification or similar transaction involving such shares of common stock (collectively, the "Common Stock");

WHEREAS, TravelNow and the Stockholders agree that in order to protect the long-term value of the Common Stock, it is in the best interest of both TravelNow and the Stockholders for the Stockholders to retain ownership of the Common Stock pursuant to the terms of this Agreement; and

WHEREAS, TravelNow and Stockholder desire to enter into this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Limitations. For a period of one (1) year from the date of this Agreement, without the prior written consent of the Board of Directors of TravelNow, specifically expressed in a resolution adopted by a majority of the directors of TravelNow who are not affiliates of the Stockholder in question or any corporation or other entity controlling, controlled by or under common control with the Stockholder in question (each a member of the "Stockholder Group"), no Stockholder shall, nor shall any Stockholder permit any member of his/her Stockholder Group to, in any manner, directly or indirectly:

- (a) transfer, sell, pledge or encumber, or offer or agree to transfer, sell, pledge or encumber, directly or indirectly, any of the Common Stock, provided, however, that a Stockholder may (i) transfer Common Stock in a privately negotiated transfer in which the transferee agrees to bound by the terms of this Agreement and executes a copy hereof (each a "Permitted Transferee"), or (ii) pledge or encumber, in the aggregate, thirty percent (30%) of the shares of Common Stock held by such Stockholder; or
- (b) publicly announce or disclose any intention, plan or arrangement inconsistent with the foregoing.

2. Non-Conforming Transfers Void. Any transfer, sale, pledge or encumbrance or attempted transfer, sale, pledge, or encumbrance of Common Stock made in violation of this Agreement shall be void ab initio and TravelNow shall not be required to, and its transfer agent shall be instructed not to, recognize any such transfer or sale.

3. Consideration. Each Stockholder acknowledges that in return for his/her promises under this Agreement, he/she is receiving the benefit preserving the value of the Common Stock through the mutual agreement of the other Stockholders and that such benefit together with other good and valuable consideration set forth in Schedule A attached hereto, is sufficient consideration for his/her promises hereunder.

4. No Limitation on Acquisition. Except as expressly set for the in this Agreement, nothing in this Agreement shall be construed in any manner to limit any Stockholder's rights to purchase or otherwise acquire additional shares of capital stock of TravelNow in any manner or from any person(s) or entity(ies).

5. Merger Clause. This Agreement constitutes the complete agreement between the parties hereto with respect to the subject matter hereof and shall continue in full force and effect until terminated by mutual agreement of the parties hereto or pursuant to the terms hereof.

6. Headings; Interpretation. The section headings used herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of this Agreement. This Agreement shall be interpreted such that any rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed.

7. Choice of Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by the internal laws of the State of Missouri, without giving effect to the principles of conflicts of law thereof, and each party consents to personal jurisdiction in such state and voluntarily submits to the jurisdiction of the courts of such state in any action or proceeding relating to this Agreement.

8. Modification; Waiver. This Agreement may not be modified or amended and no provision hereof may be waived, in whole or in part, except by a written agreement signed by the parties hereto. No waiver of any breach or default hereunder shall be considered valid unless in writing, and no such waiver shall be deemed a waiver of any subsequent breach or default.

9. Remedy. Each Stockholder acknowledges that TravelNow and each other Stockholder would not have an adequate remedy at law for money damages in the event that this Agreement is not performed in accordance with its terms and therefore each Stockholder agrees that TravelNow and each other Stockholder shall be entitled to specific enforcement of the terms hereof, without being required to post any bond, in addition to any other remedy to which it may be entitled, at law or in equity.

10. Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate by notice to the other parties):

(a)	If to TravelNow:	With a copy to:
	TravelNow.com, Inc. 318 Park Central East, Suite 306 Springfield, MO 65806 Facsimile No.: (417) 520-1159 Attn: Stephan W. Dahlgren	Shook, Hardy & Bacon LLP 1010 Grand Boulevard Kansas City, MO 64106 Facsimile No.: (816) 842-3190 Attn.: Kevin R. Sweeney, Esq.

(b) If to a Stockholder or Permitted Transferee:
At the address set forth in TravelNow's corporate records.

11. Counterparts. This Agreement may be executed in counterparts, all of which shall be taken together as one and the same instrument.

12. Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of TravelNow, its successors and assigns, and each Stockholder and his/her successors and assigns, provided, however, that no Stockholder may assign this Agreement without the express written consent of TravelNow.

13. Further Assurances. Each party hereto shall cooperate and shall take such further action and shall execute and deliver such further documents as may be reasonably requested by any other party in order to carry out the provisions and purposes of this Agreement. IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

IN WITNESS WHEREOF, the Permitted Transferee has duly executed this Agreement on this 19th day of December, 2000.

PERMITTED TRANSFEREE:

TRAVELNOW.COM, INC.

HOTEL RESERVATIONS NETWORK, INC.

BY: /s/ Jeff Wasson

By: /s/ Gregory S. Porter

Name: Jeff Wasson

General Counsel and Secretary

Title: CEO

Shares of Common Stock Held: 1,080,000