

07-06-2005

Form PTO-1595 (Rev. 03/05)
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office103034624
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)National Leisure Group, Inc. - corporation of Delaware
NLG Holdings, Inc. - corporation
Cruises Inc. - corporation
Cruise One, Inc. - corporationAdditional name(s) of conveying party(ies) attached? ☒ Yes ☐ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) May 6, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)Name: CARNIVAL CORPORATIONInternal Address: Carnival PlaceStreet Address: 3655 N.W. 87th AvenueCity: MiamiState: FloridaCountry: USA Zip: 33178-2428Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.**A. Patent Application No.(s)**09/766,945 09/728,702
09/728,583 09/728,939**B. Patent No.(s)**

6,477,533

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Howard E. SilvermanInternal Address: Greenberg Traurig, LLP
Suite 2500Street Address: 77 W. Wacker DriveCity: ChicagoState: IL Zip: 60601-1732Phone Number: (312) 456-5202Fax Number: (312) 456-8435Email Address: silvermanh@gtlaw.com**6. Total number of applications and patents involved: 5****7. Total fee (37 CFR 1.21(h) & 3.41) \$ 200.00**

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Informationa. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number 50-2428Authorized User Name Howard E. Silverman**9. Signature:**

Signature

June 21, 2005

Date

Howard E. Silverman

Name of Person Signing

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

28

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

07/05/2005 6TOM11 00000125 09766945

01 FC:8021

200.00 DP

PATENT
REEL: 016735 FRAME: 0211

Continuation of Item No. 1
Name of conveying party(ies)

Citizenship

Ship 'N' Shore Cruises, LLC - Limited Liability Company
Blue Sea Partners, LLC – Limited Liability Company

chi-fs1\417561v07

THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN AMENDED AND RESTATED SUBORDINATION AND INTERCREDITOR AGREEMENT (THE "SENIOR SUBORDINATION AGREEMENT") DATED AS OF MAY 6, 2005 BETWEEN CARNIVAL CORPORATION AND CAPITALSOURCE FINANCE LLC, AS AGENT, TO CERTAIN INDEBTEDNESS DESCRIBED IN THE SENIOR SUBORDINATION AGREEMENT, AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SENIOR SUBORDINATION AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is made and effective as of May 6, 2005, by NATIONAL LEISURE GROUP, INC., a Delaware corporation ("NLG") and each of the additional signatories hereto listed as a "Grantor" (collectively, together with any other entity that may become a party hereto pursuant to a Joinder Agreement, each a "Grantor" and collectively the "Grantors"), in favor of CARNIVAL CORPORATION, a Panamanian corporation (the "Secured Party"). Capitalized terms used in this Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement referred to below.

WHEREAS, Secured Party, NLG and NLG Holdings, Inc. ("Holdings") entered into that certain Subordinated Term Loan and Warrant Purchase Agreement dated as of November 20, 2003 (as amended, the "Loan Agreement"); and

WHEREAS, certain Events of Default have occurred and are continuing under the Loan Agreement; and

WHEREAS, the Grantor has requested that the Secured Party waive such Events of Default, and agree to certain amendments to the Loan Agreement pursuant to the terms of that certain Waiver and Amendment of even date herewith by and among the Secured Party, NLG and the other Guarantors named therein (the "Waiver and Amendment"), including, without limitation, amendment of the Loan Agreement deferring scheduled installments of principal and payments of cash interest by the Grantor thereunder; and

WHEREAS, the Secured Party is willing to waive such Events of Default and enter into the Waiver and Amendment on the condition that each of the Grantors enter into and deliver this Agreement in favor of Secured Party and grant to Secured Party a security interest in the IP Collateral (as hereinafter defined) as security for Grantors' continued and ongoing obligations under the Loan Agreement and the other Subordinated Loan Documents.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, do agree as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful payment of the Subordinated Obligations and the performance of all and each of the Grantors' obligations under the Loan Agreement, each Grantor hereby grants to Secured Party, a second priority continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "**IP Collateral**"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, for the works set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto, and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing;

(e) The security interest granted in favor of Secured Party hereunder shall be a second priority security interest in all of the IP Collateral, subject only to Permitted Liens, including without limitation the security interest in the IP Collateral granted in favor of CapitalSource Finance LLC as Agent, for the benefit of the Senior Lenders. The security interest granted in favor of the Secured Party hereunder and all rights and remedies of Secured Party hereunder shall further be subject to all of the terms and conditions of the Senior Subordination Agreement.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other

authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Secured Party in the IP Collateral.

3. Assignment. Subject to the terms of the Senior Subordination Agreement, and following payment in full in cash of the Senior Indebtedness and termination of the related commitments, upon the occurrence and during the continuance of an Event of Default, each Grantor, if and when possible, shall execute and deliver to Secured Party an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Secured Party.

4. Further Assurances; Power of Attorney. Subject to the terms of the Senior Subordination Agreement, each Grantor agrees to cooperate with the Secured Party to take any action (a "Requested Action") and to execute any instrument (a "Requested Instrument") (each at Secured Party's expense) that the Secured Party may reasonably request to accomplish the purposes of this IP Security Agreement. In the event and to the extent that any Grantor has not taken any Requested Action or executed any Requested Instrument as reasonably requested by Assignee within fourteen (14) days of receiving such request, each Grantor, subject to the terms of the Senior Subordination Agreement, hereby irrevocably grants to the Secured Party, a power of attorney to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, to take any such Requested Action and to execute any such Requested Instrument. This authority includes, without limitation, the following, subject to the terms of the Senior Subordination Agreement:

(a) To modify or amend (in the sole discretion of the Secured Party and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Secured Party's interest or such Grantor's rights in the IP Collateral, including, without limitation, (i) to execute and file any financing statement, any continuation statement or any amendment thereto, and (ii) to execute and file any applications for renewal, affidavits of use, affidavits of incontestability or similar document or proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction, and (iii) to execute and file any response or answer to any opposition, interference or cancellation proceedings brought by a third party, and (iv) to pay any fees and taxes in connection with any action referred to in this paragraph (b) or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Secured Party in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Secured Party deems to be in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations (other than indemnity obligations under the Subordinated Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Subordinated Obligations (other than indemnity obligations under the Subordinated Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Secured Party (at the Grantors' request and sole expense) shall promptly execute and deliver to the Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and as are provided to the Secured Party to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Secured Party, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Secured Party under the Security Agreement of even date herewith executed by Grantors in favor of Secured Party. The rights and remedies of the Grantors and the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Security Agreement and the other Subordinated Security Documents, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Subordinated Loan Documents, the provisions of the Loan Agreement or the other Subordinated Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on


one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Pages Follow]


IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

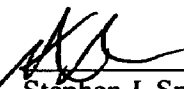
**NATIONAL LEISURE GROUP, INC.
NLG HOLDINGS, INC.**

By: 
Stephen J. Spohn
Senior Vice-President of Finance

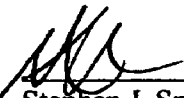
**CRUISES INC.
CRUISE ONE, INC.**

By: 
Stephen J. Spohn
Treasurer

SHIP 'N' SHORE CRUISES, LLC

By: 
Stephen J. Spohn
Authorized Signatory

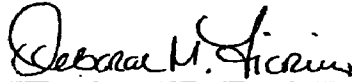
BLUE SEA PARTNERS, LLC

By: 
Stephen J. Spohn
Authorized Signatory

ACKNOWLEDGMENT

STATE OF MA §
COUNTY OF Middlesex § SS
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Before me, the undersigned, a Notary Public, on this 6th day of May, 2005, personally appeared Stephen J. Spohn to me known personally, who, being by me duly sworn, did say that he is the Senior Vice-President of Finance of each of National Leisure Group, Inc. and NLG Holdings, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Stephen J. Spohn acknowledged said instrument to be his free act and deed.



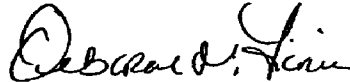
Notary Public

My Commission Expires: June 13, 2008

ACKNOWLEDGMENT

STATE OF MA §
 § SS
COUNTY OF Middlesex §

Before me, the undersigned, a Notary Public, on this 6th day of May, 2005, personally appeared Stephen J. Spohn, to me known personally, who, being by me duly sworn, did say that he is the Treasurer of each of Cruises Inc., Cruise One, Inc., Ship 'N' Shore Cruises, LLC, Blue Sea Partners, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Stephen J. Spohn acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: June 13, 2008

SCHEDULE A
COPYRIGHT COLLATERAL

1. **Copyrights and Copyright Applications**

(a) National Leisure Group, Inc.

Cruise Control, TX 4-945-058

Travel Management, Inc.'s airfare report: select fares by destination, TX 1-021-155

Office copy accounting, TX 101-326

Reservation and rate card, TX 5988

SCHEDULE B
PATENT COLLATERAL

2. **Patents and Patent Applications**

(a) National Leisure Group, Inc.

National Leisure Group, Inc. filed a patent application on January 22, 2001 to patent its systems and methods for managing reservations using the internet. The PTO has acknowledged receipt of the application on that date and has assigned it Serial No. 09/766,945.

(b) Other US Patents

Systems and Methods of Maintaining Client Relationships, Patent No. 6,477,533
(owned by Travel Services International, Inc.)

(c) Pending US Patent Applications

Systems and Methods of On-Line Booking of Cruises, Ser. No. 09/728,702

Systems and Methods of Comparing Product Information, Ser. No. 09/728,583

Systems and Methods of Displaying Cruise Line Pricing Data, Ser. No.
09/728,939

SCHEDULE C
TRADEMARK COLLATERAL

Trademarks and Trademark Applications

(a) Trademark Registrations and Applications

CruiseOne, Inc. – Registration

| <u>Mark</u> | <u>Country</u> | <u>Registration Date</u> | <u>Registration Number</u> |
|-------------|----------------|--------------------------|----------------------------|
| CRUISEONE | US | 10/19/1993 | 1799689 |

Cruises Inc. – Applications

| <u>Mark</u> | <u>Country</u> | <u>Application Number</u> | <u>Filing Date</u> |
|--|----------------|---------------------------|--------------------|
| AMERICA'S CRUISES SPECIALISTS CRUISES, INC. & Design | MX | 0624430 | 10/15/2003 |
| AMERICA'S CRUISES SPECIALISTS CRUISES, INC. & Design | MX | 0624431 | 10/15/2003 |

Cruises Inc. – Registrations

| <u>Mark</u> | <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------|----------------|----------------------------|--------------------------|
| CRUISES | USNY | S15418 | 12/30/1996 |

| | | | |
|--|------|----------|-----------|
| CRUISES INC. | USDE | 9767994 | 3/14/1997 |
| CRUISES INC. | USGA | S16505 | 6/30/1997 |
| CRUISES INC. | USID | 15787 | 8/27/1997 |
| CRUISES INC. | USIL | 080755 | 7/24/1997 |
| CRUISES INC. | USLA | N/A | 8/26/1997 |
| CRUISES INC. | USMA | 54763 | 9/3/1997 |
| CRUISES INC. | USME | 19970185 | 12/1/1996 |
| CRUISES INC. | USMT | 19551 | 8/26/1997 |
| CRUISES INC. | USNE | N/A | 8/27/1997 |
| CRUISES INC. | USNH | N/A | 12/2/1996 |
| CRUISES INC. | USNJ | 14557 | 3/14/1997 |
| CRUISES INC. | USOK | 28951 | 9/22/1997 |
| CRUISES INC. | USPA | 2744075 | 3/13/1997 |
| CRUISES INC. | USSD | N/A | 10/6/1997 |
| CRUISES INC. | USTN | 33923016 | 9/23/1997 |
| CRUISES INC. CERTIFIED & BONDED & Design | US | 2095180 | 9/9/1997 |
| THE CRUISE DIRECTORY & Design | US | 2149282 | 4/7/1998 |

National Leisure Group, Inc. – Applications

| <u>Mark</u> | <u>Country</u> | <u>Application Number</u> | <u>Filing Date</u> |
|------------------------|----------------|---------------------------|--------------------|
| BROADENING HORIZONS | US | 76/552723 | 10/20/2003 |

Schedule C to
Subordinated Intellectual Property Security Agreement

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|-----------------------------|----|-----------|------------|
| Design | EM | 3759941 | 4/21/2004 |
| Design | US | 76/559328 | 11/14/2003 |
| NATIONAL LEISURE GROUP | EM | 3756831 | 4/19/2004 |
| NATIONAL LEISURE GROUP | US | 76/552724 | 10/20/2003 |
| NLG | EM | 3756764 | 4/19/2004 |
| NLG | US | 76/552722 | 10/20/2003 |
| NLG & Design | EM | 3759933 | 4/21/2004 |
| NLG & Design | US | 76/559327 | 11/14/2003 |
| SEASAVER | US | 78/190496 | 12/2/2002 |
| SEASAVER | US | 78/975909 | 12/2/2002 |
| VACATION OUTLET & Design | US | 76/593133 | 5/18/2004 |
| VACATION OUTLET & Design | US | 76/593132 | 5/18/2004 |

National Leisure Group, Inc. – Registrations

| <u>Mark</u> | <u>Country</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------------|----------------|----------------------------|--------------------------|
| THE CRUISE MEGA STORE | US | 2569472 | 5/14/2002 |
| THE VACATION OUTLET | USMA | 39940 | 5/18/1987 |
| THE VACATION STORE | US | 2148470 | 4/7/1998 |
| VACATION OUTLET | US | 2208328 | 12/8/1998 |

Schedule C to
Subordinated Intellectual Property Security Agreement

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|--------------------------------|----|---------|------------|
| VACATION OUTLET & Design | US | 2623736 | 9/24/2002 |
| THE VACATION OUTLET | US | 1519447 | 1/3/1989 |
| VACATION EXPO | US | 2092350 | 8/26/1997 |
| CRUISEONLY | US | 2829624 | 4/6/2004 |
| THE VACATION STORE & Design | US | 2022868 | 12/17/1996 |
| 800-CHEAPCRUISE | US | 2524338 | 1/1/2002 |
| 1-800-CRUISE-NOW | US | 2325658 | 3/7/2000 |
| 1-800-FUN-TRIP | US | 2406271 | 11/21/2000 |

Ship 'N' Shore Cruises, Inc. – Application

| <u>Mark</u> | <u>Country</u> | <u>Application Number</u> | <u>Filing Date</u> |
|---------------|----------------|---------------------------|--------------------|
| DIAMOND DEALS | US | 76/129275 | 9/15/2000 |

SCHEDULE D
DOMAIN NAMES

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|-------------------------|
| 1800cheapcruise.com |
| 1-800-cheapcruise.com |
| 1-800-cheap-cruise.com |
| 1800cheapcruise.net |
| 1-800-cheapcruise.net |
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| 1800-cruise.com |
| 1800cruise.net |
| 1800cruisenow.com |
| 1-800-cruisenow.com |
| 1-800-cruise-now.com |
| 1800cruisenow.us |
| 1-800-cruise-now.us |
| 1800cruises.biz |
| 1800cruises.com |

Schedule D to
Subordinated Intellectual Property Security Agreement

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| 1800criuses.ca |
| 1-800-criuses.ca |
| 1800cruise.ca |
| 1-800-cruise.ca |
| 1-800-cruises.ca |
| 1-800-cruises.com |
| 1800cruises.info |
| 1800cruisesonly.com |
| 1800cruisesonly.net |
| 1-800-cruisesonlycom.biz |
| 1800cruising.com |
| 1800-cruising.com |
| 1800crusies.ca |
| 1-800-crusies.ca |
| 1800curises.ca |
| 1-800-curises.ca |
| 1800cursies.ca |
| 1-800-cursies.ca |
| 1800funtrip.com |
| 1-800-fun-trip.com |
| 1800funtrip.us |
| 1-800-fun-trip.us |
| 1800travelworld.com |
| 1800travelworld.net |

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| 1888cruises.com |
| 1-888-cruises.com |
| 1888cruisesonly.com |
| 800cheapcruise.us |
| 800cruise.ca |
| 800cruisenow.com |
| 800cruiseonly.com |
| 800cruises.biz |
| 800cruises.ca |
| 800cruises.info |
| 800cruisesonly.com |
| 800-cruising.biz |
| 800-cruising.com |
| 800-cruising.info |
| 888cruises.com |
| 888cruisesonly.com |
| agoodtrip.net |
| buildyourownvacation.com |
| buildyourownvacation.net |
| buildyourownvacation.org |
| celebritychefsatsea.com |
| cheapcruise.ca |
| cheapcruise.com |
| chefsatsea.com |

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| criuse.ca |
| criuseonly.ca |
| criuses.ca |
| criusesonly.ca |
| criusesonly.com |
| criusesonlycom.biz |
| cruise4less.biz |
| cruise4less.com |
| cruise4less.info |
| cruisealumni.com |
| cruisecarnival.com |
| cruisecheap.biz |
| cruisecheap.com |
| cruisecheap.info |
| cruisecheap.us |
| cruisedeal.com |
| cruisedirectory.us |
| cruise-directory.us |
| cruisedisney.com |
| cruisefairs.com |
| cruisefairs.us |
| cruisefairsofamerica.com |
| cruisefairsofamerica.us |
| cruisefares.com |

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| cruisefaresofamerica.com |
| cruisefinder.us |
| cruisehollandamerica.com |
| cruiseline.com |
| cruiseline.us |
| cruisemasters.com |
| cruisemasters.us |
| cruisemegastore.com |
| cruisemegastore.net |
| cruisenow.biz |
| cruisenow.com |
| cruisenow.us |
| cruiseone.us |
| cruise-one.us |
| cruiseonly.ca |
| cruiseonly.com |
| cruiseonly.us |
| cruiseoutlet.us |
| cruiseprincess.com |
| cruiseroyal.com |
| cruiseroyalcaribbean.com |
| cruises.com |
| cruisesaver.com |
| cruisescan.us |

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| cruise-scan.us |
| cruisesinc.info |
| cruisesinc.us |
| cruises-inc.us |
| cruisesonline.com |
| cruisesonly.biz |
| cruisesonly.ca |
| cruisesonly.co.uk |
| cruisesonly.com |
| cruises-only.net |
| cruisesonly.tv |
| cruisesonly.us |
| cruises-only.us |
| cruisesonlyinterline.com |
| cruisesupport.biz |
| cruisesupport.com |
| cruisesupport.net |
| cruiseworldusa.com |
| cruiseworldusa.com |
| cruiseworldusa.net |
| crusieonly.ca |
| crusiesonly.ca |
| crusiesonly.com |
| crystalcruise.com |

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| curise.ca |
| curiseonly.ca |
| curises.ca |
| curisesonly.ca |
| curisesonly.com |
| cursie.ca |
| cursieonly.ca |
| cursies.ca |
| cursiesonly.ca |
| customvacation.net |
| diamonddeals.us |
| diamond-deals.us |
| divasatsea.com |
| gaycruise.com |
| gaycruises.com |
| goldcoastcruises.biz |
| goldcoastcruises.com |
| goldcoastcruises.info |
| goldcoastcruises.us |
| greatchefsatsea.com |
| homeawayfromhome.us |
| hometravelplanner.com |
| hometravelplanner.net |
| hometravelplanner.org |

Schedule D to
Subordinated Intellectual Property Security Agreement

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| interlinespecials.com |
| interlinespecials.net |
| interlinespecials.us |
| leisureone.com |
| leisureone.net |
| leisureone.us |
| leisure-one.us |
| leisureonet.net |
| morefun.com |
| morefun.info |
| mrcruise.com |
| mycruiseonly.com |
| mycruiseonly.net |
| mycruisesonly.com |
| mycruisesonly.net |
| mytravelcruisedeals.com |
| mytravelcruises.com |
| personaltravelplanner.com |
| personaltravelplanner.net |
| personaltravelplanner.org |
| princesscruise.com |
| royalcruise.com |
| searchcruise.net |
| search-cruises.com |

Schedule D to
Subordinated Intellectual Property Security Agreement

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| searchcruises.net |
| searchtravel.com |
| searchtravel.net |
| searchvacation.com |
| searchvacation.net |
| seasaver.biz |
| seasaver.com |
| sea-saver.com |
| seasaver.info |
| seasaver.net |
| seasaver.org |
| seasaver.us |
| sea-saver.us |
| sea-savers.com |
| seasavers.info |
| seasavers.net |
| seasavers.org |
| seasavers.us |
| sea-savers.us |
| sellcruises.us |
| sharedsvcs.com |
| sharedsvcs.net |
| shipandshore.info |
| shipandshore.us |

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| shipandshorecruises.info |
| shipandshorecruises.us |
| shipandshorecruises.us |
| ship-n-shore.biz |
| ship-n-shore.com |
| ship-n-shore.info |
| thecruisedirectory.us |
| thecruisemegastore.us |
| top5deals.us |
| vacationfares.biz |
| vacationfares.com |
| vacationfares.info |
| vacationsolution.net |
| vacationtravelplanner.com |
| vacationtravelplanner.net |
| vacationtravelplanner.org |
| worldofcruising.biz |
| worldofcruising.info |
| wwwcruiseonly.com |
| wwwcruisesonly.com |
| yourcruisemegastore.us |
| yourtravelmegastore.us |
| yourvacationmegastore.us |
| blueplanetcruise.com |

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| blueplanetcruises.com |
| bpcruise.com |
| bpcruises.com |
| bpvacation.com |
| bpvacations.com |
| gmvacations.com |
| mileageplancruises.com |
| nationaleisuregroup.com |
| nlg.com |
| nlg1.com |
| nlgcruises.com |
| nlgcruises.net |
| nlgcruises.org |
| nlg solutions.com |
| nlgv.com |
| nlgv.net |
| nlgv.org |
| nlgvacations.com |
| nlgvacations.net |
| nlgvacations.org |
| nlgweb.com |
| samsclubdemo.com |
| skymilescruises.com |
| takeoff.com |

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| takeoffvacations.com |
| thevacationstore.com |
| tvscruise.biz |
| tvscruise.com |
| tvscruise.net |
| tvscruises.com |
| vacationoutlet.com |
| vacationoutletcruises.com |
| vacationoutletvacations.com |
| vocruises.com |
| vopackages.com |
| yahoovacationstore.com |

Schedule D to
Subordinated Intellectual Property Security Agreement