

09-19-2000

S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings 000



101461843

To the Honorable Commissioner of Patents and Trademarks

ments or copy thereof.

1. Name of conveying party(ies): 9.6 00
BANK OF AMERICA, N.A.

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Other FOR RELEASE OF ASSIGNMENT AND SECURITY AGREEMENT

Execution Date: JUNE 30, 1999

2. Name and address of receiving party(ies)

Name: TRAVEL 800, LLC

Internal Address: _____

Street Address: 300 DELAWARE AVENUE

9th FLOOR, DE 5403

City: WILMINGTON, State: DEL ZIP: 19801

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 75281910

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: BANK OF AMERICA, N.A.

Internal Address: ATTN: BRENDA J. JOHNSON

FL9- 100-01-06

Street Address: P.O. BOX 40329

City: JACKSONVILLE, State: FLORIDA ZIP: 32203-0329

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/18/2000 NTHA11 00000446 75281910

DO NOT USE THIS SPACE

01 FG481 40.00 00

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

BANK OF AMERICA, N.A.
DAWN A. FIELDS, ASST. VICE PRESIDENT

Dawn A. Fields

AUGUST 22, 2000

Name of Person Signing

Signature

Date

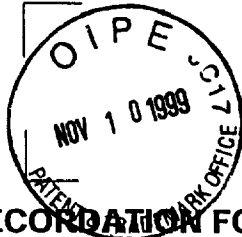
Total number of pages including cover sheet, attachments, and document:

021-3031353

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

*****ATTACHED COPY OF ORIGINAL FILE
TRADEMARK-

REEL: 002139 FRAME: 0555



11-15-1999



101200147

Department of Commerce
Patent and Trademark Office
TRADEMARK

11/10/99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/15/1999 DNGUYEN 00000018 75281910
FC:481 40.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75-281910"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

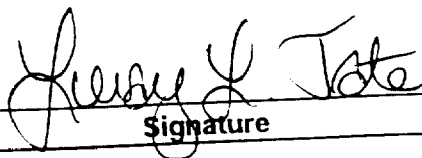
No

Statement and Signature

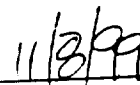
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lucy L. Tate, Esq.

Name of Person Signing



Signature



Date Signed

**COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), is dated as of the 30th day of June, 1999, by and between **EACH OF THE UNDERSIGNED** (each a "*Grantor*" and collectively the "*Grantors*") in favor of **BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A.** (the "*Secured Party*").

WITNESSETH:

WHEREAS, each Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on *Schedule 1* attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "*Trademark Rights*"); and

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of June 30, 1999 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "*Security Agreement*" - capitalized terms used herein and not defined herein shall have the meanings therein ascribed to them), by and among the Grantors and the Secured Party, each Grantor has regranted or granted, as the case may be, to the Secured Party a security interest in all right, title and interest of such Grantor in and to, among other things, the Trademark Rights;

NOW, THEREFORE, in order to record the grant or regrant, as the case may be, of such security interest, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby further grants and regrants to the Secured Party a security interest in, and makes and confirms to the Secured Party a collateral assignment of, the entire right, title, and interest of such Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to the Secured Party for the payment of all the Secured Obligations, shall constitute a part of the Collateral and shall be subject to all of the applicable terms and conditions of the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Rights are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein.

Notwithstanding the foregoing, unless and until the Secured Party exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, each Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the

security interest granted herein and in the Security Agreement, or otherwise with the consent of the Secured Party.

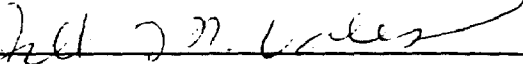
The security interest in and collateral assignment of the Trademark Rights granted and regranted hereunder and under the Security Agreement shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Secured Obligations. At such time the Secured Party shall promptly execute and deliver to the Grantors, or to a third party upon any such Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by each Grantor, all as may be necessary to release the Secured Party's security interest in the Trademark Rights, all at the cost and expense of the Grantors.

This Agreement shall inure to the benefit of the Secured Party and its successors and assigns and bind the Grantors and their successors and assigns.

The address of the Secured Party is One Financial Plaza, 13th Floor, Ft. Lauderdale, Florida 33394.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, as of the date first above written

TRAVEL SERVICES INTERNATIONAL, INC.

By: 
Name: Jill M. Vales
Title: Senior Vice President, Chief Financial Officer

TTC HOLDINGS, INC.

TTC, INC.

TRAVEL TREASURY HOLDINGS, INC.

TRAVEL TREASURY, INC.

INCENTIVE HOLDING CORP.

INCENTIVE CORP.

VACATION & TOUR HOLDING CORP.

VACATION & TOUR CORP.

AUTO RENTAL HOLDING CORP.

AUTO RENTAL CORP

LODGING HOLDING CORP.

LODGING CORP.

CRUISE HOLDING CORP.

CRUISE CORP

TRAVEL MANAGEMENT HOLDINGS, INC.

TRAVEL MANAGEMENT, INC.

TRAVEL MANAGEMENT LIMITED, INC.

TRAVEL TECHNOLOGY HOLDINGS, INC.

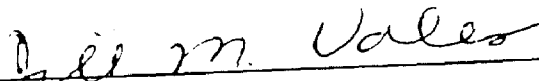
TRAVEL TECHNOLOGY, INC.

TRAVEL TECHNOLOGY LIMITED, INC.

AIR TICKET HOLDING CORP.

AIR TICKET CORP

NERVE HOLDING CORP.

By: 
Name: Jill M. Vales
Title: President

LIFESTYLE VACATION INCENTIVES, INC.
AHI INTERNATIONAL CORPORATION
AUTONET INTERNATIONAL, INC.
LEXINGTON SERVICES, INC.
LEXINGTON SERVICES LIMITED, INC.
ABC CORPORATE SERVICES, INC.
THE ANTHONY DEAN CORPORATION
CRUISEWORLD, INC.
SHIP 'N' SHORE CRUISES, INC.
CRUISE MART, INC.
CRUISE TIME, INC.
SNS COACH LINE, INC.
SNS TRAVEL MARKETING, INC.
GOLD COAST TRAVEL AGENCY CORPORATION,
INC.
THE CRUISE LINE, INC.
GOODFELLOW ENTERPRISES, INC.
1 800 CRUISES, INC.
JUBILEE ENTERPRISES, INC.
CRUISE OUTLETS OF THE CAROLINAS, INC.
CRUISES, INC.
CRUISE ONE, INC.
LANDRY & KLING, INC.
D-FW TRAVEL ARRANGEMENTS, INC.
DIPLOMAT TOURS, INC.

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

LEXINGTON SERVICES ASSOCIATES, LTD.

By: LEXINGTON SERVICES, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

TRAVEL MANAGEMENT CENTER, LTD.

By: TRAVEL MANAGEMENT, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: President

TRAVEL TECHNOLOGY, LTD.

By: TRAVEL TECHNOLOGY, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: President

AUTO EUROPE, LLC

By: AUTO RENTAL CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

CRUISES ONLY, LLC

By: CRUISE CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

TRAVEL 800, LLC

By: AIR TICKET CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

Accepted and agreed to:

BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A.

By: *Cheryl R. Moncure*

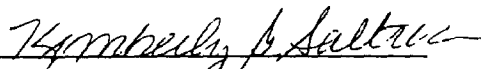
Name: Cheryl R. Moncure

Title: Senior Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Senior Vice President, Chief Financial Officer of Travel Services International, Inc., who acknowledged that she signed same as a free act for and on behalf of the identified corporation with authority to do so.



Kimberly B. Saltrick, Notary Public

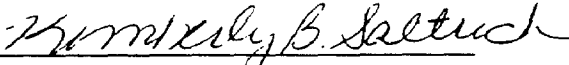
Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as President of TTC Holdings, Inc., TTC, Inc., Travel Treasury Holdings, Inc., Travel Treasury, Inc., Incentive Holding Corp., Incentive Corp., Vacation & Tour Holding Corp., Vacation & Tour Corp., Auto Rental Holding Corp., Auto Rental Corp, Lodging Holding Corp., Lodging Corp., Cruise Holding Corp., Cruise Corp, Travel Management Holdings, Inc., Travel Management, Inc., Travel Management Limited, Inc., Travel Technology Holdings, Inc. , Travel Technology, Inc., Travel Technology Limited, Inc., Air Ticket Holding Corp., Air Ticket Corp, and Nerve Holding Corp., who acknowledged that she signed same as a free act for and on behalf of the identified corporations with authority to do so.



Kimberly B. Saltrick, Notary Public

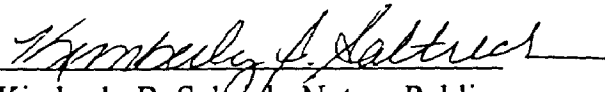
Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Vice President of Lifestyle Vacation Incentives, Inc., AHI International Corporation, AutoNet International, Inc., Lexington Services, Inc., Lexington Services Limited, Inc., ABC Corporate Services, Inc., The Anthony Dean Corporation, Cruiseworld, Inc., Ship 'N' Shore Cruises, Inc., Cruise Mart, Inc., Cruise Time, Inc., SNS Coach Line, Inc., SNS Travel Marketing, Inc., Gold Coast Travel Agency Corporation, Inc., The Cruise Line, Inc., Goodfellow Enterprises, Inc., 1 800 Cruises, Inc., Jubilee Enterprises, Inc., Cruise Outlets of the Carolinas, Inc., Cruises, Inc., Cruise One, Inc., Landry & Kling, Inc., D-FW Travel Arrangements, Inc., Diplomat Tours, Inc., who acknowledged that she signed same as a free act for and on behalf of the identified corporations with authority to do so.


Kimberly B. Saltrick, Notary Public


Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Cheryl R. Moncure , the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Senior Vice President of BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A. , who acknowledged that he signed same as a free act for and on behalf of the identified corporation with authority to do so.



Emily A. Sample, Notary Public

Commission Expiration Date: October 6, 2002

[NOTARY SEAL]

**SCHEDULE I
TRADEMARKS**

Trademarks

Owner	Registration Title	Registration Number	Date
Auto Europe, LLC	Auto-Europe	1,398,893	06/24/86
Auto Europe, LLC	Sky Drive	2,002,726	09/24/96
Cruise One, Inc.	CRUISEONE	1,799,689	10/19/93
Cruise One, Inc.	LEISUREONE	2,098,263	09/16/97
Cruise One, Inc.	CRUISE FINDER	74/707498	12/03/96
Cruise One, Inc.	CRUISE SCAN	74/707499	11/12/96
Cruises, Inc.	CRUISES INC. & design	2,095,180	09/09/97
Cruises, Inc.	THE CRUISE DIRECTORY	75263390	03/21/97
D-FW Travel Arrangements, Inc.	GET UP 'N GO VACATIONS	1,922,492	09/26/95
Lexington Services Associates, Ltd.	SUITE CONNECTION	1,738,768	12/08/92
Lexington Services Associates, Ltd.	LM	(pending)	
Lexington Services Associates, Ltd.	LexLink	(pending)	
Travel 800, LLC	1-800-FLY-CHEAP	1,861,536	11/01/94
Travel 800, LLC	1-800-CHEAP-CRUISE	1,813,249	12/21/93
Travel 800, LLC	1-800-LOW-FARE	(application pending)	

Servicemarks

Owner	Registration Title	Registration Number	Date
Cruises Only, LLC	Cruises Only & Design	(application pending)	
Lexington Services Associates, Ltd.	LEXINGTON	1,072,371	08/30/77
Lexington Services Associates, Ltd.	HOME AWAY FROM HOME	1,152,761	04/28/81
Lexington Services Associates, Ltd.	A SUITE FOR THE PRICE OF A ROOM	1,309,495	12/11/84
The Anthony Dean Corporation	CRUISE FAIRS OF AMERICA	382,767	

**COLLATERAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), is dated as of the 30th day of June, 1999, by and between **EACH OF THE UNDERSIGNED** (each a "*Grantor*" and collectively the "*Grantors*") in favor of **BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A.** (the "*Secured Party*").

WITNESSETH:

WHEREAS, each Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on *Schedule 1* attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "*Trademark Rights*"); and

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of June 30, 1999 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "*Security Agreement*" - capitalized terms used herein and not defined herein shall have the meanings therein ascribed to them), by and among the Grantors and the Secured Party, each Grantor has regranted or granted, as the case may be, to the Secured Party a security interest in all right, title and interest of such Grantor in and to, among other things, the Trademark Rights;

NOW, THEREFORE, in order to record the grant or regrant, as the case may be, of such security interest, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby further grants and regrants to the Secured Party a security interest in, and makes and confirms to the Secured Party a collateral assignment of, the entire right, title, and interest of such Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to the Secured Party for the payment of all the Secured Obligations, shall constitute a part of the Collateral and shall be subject to all of the applicable terms and conditions of the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Rights are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein.

Notwithstanding the foregoing, unless and until the Secured Party exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, each Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the

security interest granted herein and in the Security Agreement, or otherwise with the consent of the Secured Party.

The security interest in and collateral assignment of the Trademark Rights granted and regranted hereunder and under the Security Agreement shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Secured Obligations. At such time the Secured Party shall promptly execute and deliver to the Grantors, or to a third party upon any such Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by each Grantor, all as may be necessary to release the Secured Party's security interest in the Trademark Rights, all at the cost and expense of the Grantors.

This Agreement shall inure to the benefit of the Secured Party and its successors and assigns and bind the Grantors and their successors and assigns.

The address of the Secured Party is One Financial Plaza, 13th Floor, Ft. Lauderdale, Florida 33394.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, as of the date first above written

TRAVEL SERVICES INTERNATIONAL, INC.

By: Jill M. Vales
Name: Jill M. Vales
Title: Senior Vice President, Chief Financial Officer

TTC HOLDINGS, INC.

TTC, INC.

TRAVEL TREASURY HOLDINGS, INC.

TRAVEL TREASURY, INC.

INCENTIVE HOLDING CORP.

INCENTIVE CORP.

VACATION & TOUR HOLDING CORP.

VACATION & TOUR CORP.

AUTO RENTAL HOLDING CORP.

AUTO RENTAL CORP

LODGING HOLDING CORP.

LODGING CORP.

CRUISE HOLDING CORP.

CRUISE CORP

TRAVEL MANAGEMENT HOLDINGS, INC.

TRAVEL MANAGEMENT, INC.

TRAVEL MANAGEMENT LIMITED, INC.

TRAVEL TECHNOLOGY HOLDINGS, INC.

TRAVEL TECHNOLOGY, INC.

TRAVEL TECHNOLOGY LIMITED, INC.

AIR TICKET HOLDING CORP.

AIR TICKET CORP

NERVE HOLDING CORP.

By: Jill M. Vales
Name: Jill M. Vales
Title: President

LIFESTYLE VACATION INCENTIVES, INC.
AHI INTERNATIONAL CORPORATION
AUTONET INTERNATIONAL, INC.
LEXINGTON SERVICES, INC.
LEXINGTON SERVICES LIMITED, INC.
ABC CORPORATE SERVICES, INC.
THE ANTHONY DEAN CORPORATION
CRUISEWORLD, INC.
SHIP 'N' SHORE CRUISES, INC.
CRUISE MART, INC.
CRUISE TIME, INC.
SNS COACH LINE, INC.
SNS TRAVEL MARKETING, INC.
GOLD COAST TRAVEL AGENCY CORPORATION,
INC.
THE CRUISE LINE, INC.
GOODFELLOW ENTERPRISES, INC.
1 800 CRUISES, INC.
JUBILEE ENTERPRISES, INC.
CRUISE OUTLETS OF THE CAROLINAS, INC.
CRUISES, INC.
CRUISE ONE, INC.
LANDRY & KLING, INC.
D-FW TRAVEL ARRANGEMENTS, INC.
DIPLOMAT TOURS, INC.

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

LEXINGTON SERVICES ASSOCIATES, LTD.

By: LEXINGTON SERVICES, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

TRAVEL MANAGEMENT CENTER, LTD.

By: TRAVEL MANAGEMENT, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: President

TRAVEL TECHNOLOGY, LTD.

By: TRAVEL TECHNOLOGY, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: President

AUTO EUROPE, LLC

By: AUTO RENTAL CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

CRUISES ONLY, LLC

By: CRUISE CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

TRAVEL 800, LLC

By: AIR TICKET CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

Accepted and agreed to:

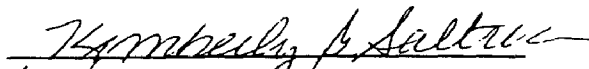
BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A.

By: *Cheryl R. Moncure*
Name: Cheryl R. Moncure
Title: Senior Vice President

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Senior Vice President, Chief Financial Officer of Travel Services International, Inc., who acknowledged that she signed same as a free act for and on behalf of the identified corporation with authority to do so.



Kimberly B. Saltrick, Notary Public

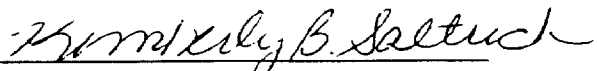
Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as President of TTC Holdings, Inc., TTC, Inc., Travel Treasury Holdings, Inc., Travel Treasury, Inc., Incentive Holding Corp., Incentive Corp., Vacation & Tour Holding Corp., Vacation & Tour Corp., Auto Rental Holding Corp., Auto Rental Corp, Lodging Holding Corp., Lodging Corp., Cruise Holding Corp., Cruise Corp, Travel Management Holdings, Inc., Travel Management, Inc., Travel Management Limited, Inc., Travel Technology Holdings, Inc. , Travel Technology, Inc., Travel Technology Limited, Inc., Air Ticket Holding Corp., Air Ticket Corp, and Nerve Holding Corp., who acknowledged that she signed same as a free act for and on behalf of the identified corporations with authority to do so.



Kimberly B. Saltrick, Notary Public

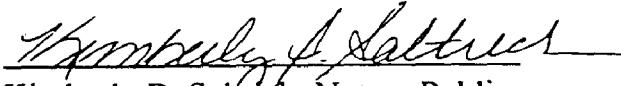
Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Vice President of Lifestyle Vacation Incentives, Inc., AHI International Corporation, AutoNet International, Inc., Lexington Services, Inc., Lexington Services Limited, Inc., ABC Corporate Services, Inc., The Anthony Dean Corporation, Cruiseworld, Inc., Ship 'N' Shore Cruises, Inc., Cruise Mart, Inc., Cruise Time, Inc., SNS Coach Line, Inc., SNS Travel Marketing, Inc., Gold Coast Travel Agency Corporation, Inc., The Cruise Line, Inc., Goodfellow Enterprises, Inc., 1 800 Cruises, Inc., Jubilee Enterprises, Inc., Cruise Outlets of the Carolinas, Inc., Cruises, Inc., Cruise One, Inc., Landry & Kling, Inc., D-FW Travel Arrangements, Inc., Diplomat Tours, Inc., who acknowledged that she signed same as a free act for and on behalf of the identified corporations with authority to do so.


Kimberly B. Salfrick, Notary Public

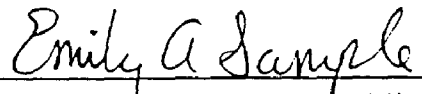
Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Cheryl R. Moncure , the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Senior Vice President of BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A. , who acknowledged that he signed same as a free act for and on behalf of the identified corporation with authority to do so.



Emily A. Sample, Notary Public

Commission Expiration Date: October 6, 2002

[NOTARY SEAL]

**SCHEDULE I
TRADEMARKS**

Trademarks

Owner	Registration Title	Registration Number	Date
Auto Europe, LLC	Auto-Europe	1,398,893	06/24/86
Auto Europe, LLC	Sky Drive	2,002,726	09/24/96
Cruise One, Inc.	CRUISEONE	1,799,689	10/19/93
Cruise One, Inc.	LEISUREONE	2,098,263	09/16/97
Cruise One, Inc.	CRUISE FINDER	74/707498	12/03/96
Cruise One, Inc.	CRUISE SCAN	74/707499	11/12/96
Cruises, Inc.	CRUISES INC. & design	2,095,180	09/09/97
Cruises, Inc.	THE CRUISE DIRECTORY	75263390	03/21/97
D-FW Travel Arrangements, Inc.	GET UP 'N GO VACATIONS	1,922,492	09/26/95
Lexington Services Associates, Ltd.	SUITE CONNECTION	1,738,768	12/08/92
Lexington Services Associates, Ltd.	LM	(pending)	
Lexington Services Associates, Ltd.	LexLink	(pending)	
Travel 800, LLC	1-800-FLY-CHEAP	1,861,536	11/01/94
Travel 800, LLC	1-800-CHEAP-CRUISE	1,813,249	12/21/93
Travel 800, LLC	1-800-LOW-FARE	(application pending)	

Servicemarks

Owner	Registration Title	Registration Number	Date
Cruises Only, LLC	Cruises Only & Design	(application pending)	
Lexington Services Associates, Ltd.	LEXINGTON	1,072,371	08/30/77
Lexington Services Associates, Ltd.	HOME AWAY FROM HOME	1,152,761	04/28/81
Lexington Services Associates, Ltd.	A SUITE FOR THE PRICE OF A ROOM	1,309,495	12/11/84
The Anthony Dean Corporation	CRUISE FAIRS OF AMERICA	382,767	

TERMINATION OF PATENT COLLATERAL ASSIGNMENT

This instrument was prepared by and should be returned to:

Brenda J. Johnson MC: FI9-100-01-06

Bank of America, N.A.

P.O. Box 40329

Jacksonville, FL 32203-0329

Bank of America, N.A., having an address of One Financial Center, 13th Floor, Ft Lauderdale, Florida 33394 (hereinafter called "Bank of America, N.A."), is the owner and holder of a certain Patent Collateral Assignment (hereinafter called "Collateral Assignment"), given by Auto Europe, LLC, (hereinafter called "Borrower") to Bank of America, N.A., dated 30th day of June, 1999, recorded in Official Records 101200147A, Reel 001988, Frame 0227 number of pages 14, Application number 75281910, of the public records of Patent & TradeMark Office, which Collateral assignment was given to secure a promissory note described therein in favor of Bank of America, N.A. in the principal sum of Thirty Five Million and no/100 DOLLARS (\$ 35,000,000.00) (hereinafter called the "Borrower Note").

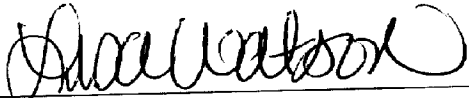
Bank of America, N.A. has received full payment of the Borrower Note and does hereby terminate the Collateral Assignment and directs the Patent & Trademark Office to cancel the same of record.

This instrument is being executed by **DAWN A. FIELDS, THE ASST. VICE PRESIDENT OF Bank of America, N.A.**

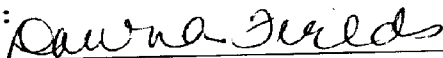
Bank of America, N.A has caused this instrument to be executed August 22, 2000.

Witnesses:

Bank of America, N.A.
corporation, its attorney in fact,



LISA WATSON

By: 

Dawn A. Fields,
Asst. Vice President
P.O. Box 40329
Jacksonville, FL 32203-0329

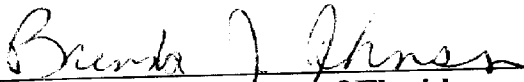


CHARLOTTE REGISTER

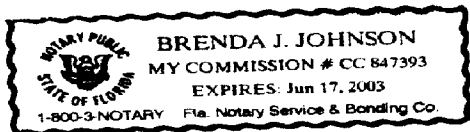
State of Florida
County of Duval

The foregoing instrument was acknowledged before me August 22, 2000 by Dawn A. Fields the Asst. Vice President of Bank of America, N.A.. He/She X is personally known to me or has produced identification.

[SEAL]



Notary Public - State of Florida
My Commission Expires:
My Commission Number:





**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**

ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

FEBRUARY 11, 2000

PTAS

SMITH HELMS MULLISS & MOORE, L.L.P.
LUCY L. TATE, ESQ.
201 NORTH TRYON STREET
CHARLOTTE, NORTH CAROLINA 28202



101200147A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/10/1999

REEL/FRAME: 001988/0227

NUMBER OF PAGES: 14

BRIEF: SECURITY INTEREST

ASSIGNOR:

TRAVEL 800, LLC

DOC DATE: 06/30/1999

CITIZENSHIP: DELAWARE

ENTITY: UNKNOWN

ASSIGNEE:

BANK OF AMERICA, N.A.

DBA, NATIONSBANK, N.A.

ONE FINANCIAL CENTER, 13TH FLOOR

FT. LAUDERDALE, FLORIDA 33394

CITIZENSHIP:

ENTITY: NATIONAL BANKING

ASSOCIATION

APPLICATION NUMBER: 75281910

FILING DATE: 04/28/1997

REGISTRATION NUMBER:

ISSUE DATE:

MARK: 1-800 LOW FARE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK
REEL: 002139 FRAME: 0583

TONYA LEE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger
 - Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75-281910"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

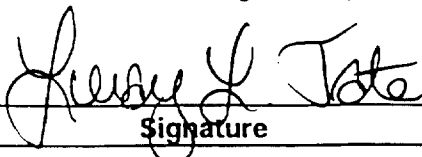
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lucy L. Tate, Esq.

Name of Person Signing



Signature

11/3/99

Date Signed