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	(P)	See	J				
☐ Individual(s)	☐ Associati	OEMARK OFF					•
☐ General Partnership	☐ Limited F		, i			RATON DRI	· -
☑ Corporation-State			City: WI	<u>LLIAMSVII</u>	LE_State	e: <u>NY</u>	ZIP: 14221
Other Additional name(s) of conveying party							
	(105) attached? Ca	K res AM 140	☐ Assoc	iation	nin		
3. Nature of conveyance:			☐ Limite	ed Partnersh	ip		
☐ Assignment	<u> </u>	Merger	🔯 Corpo	ration-State			
☐ Security Agreement		Change of Name	' I				
☑ Other <u>RELEASE OF</u> SECURITY AGRE		AND	If assignee is no is attached:	t domiciled in the		i, a domestic repri ⊢Yes □ No	esetative designati
Execution Date: <u>JUNE 30</u> ,			(Designations m Additional name	•			
4 Application number(s) or po	ntant number(e	\. 74707400		<u> </u>			
4. Application number(s) or pa	iteni number(s). 74707498,	74707499, 74	4356765 a	nd 75063	1227	
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Name: BANK OF AMER	ICA, N.A.		7 Total for	- (07 CED 0	: 44)	c 115 0	0
Internal Address: ATTN:	BRENDA J.	JOHNSON	i i	e(37 OFA 3 VIOUSLY	.41)	\$ 115.0	<u>U</u>
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City: JACKSONVILLE	State:FL	ZIP: <u>32203</u> . 329	- (Attach de	uplicate copy o	f this page if	paying by depo	osit account)
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9. Statement and signature.	to a made all all all						ia a tara conv
To the best of my knowled the original document.	ge ana pellet, t	ure roregoing inf	ormation is true at	nu correct a	nu any atta	аспеи сору І	s a liue copy
the original document. BANK OF AMERICA, N. PRISCILLA J. COZENE	A.,	Jan in	10 0 6	<i>7</i>		יים אַ זות תקון	. 0 0000
ASST. VICE PRESIDENT Name of Person Signir	Ţ	(T)Will	Signature	green-	r	L T R K U A K A	7 9, 2001 Date
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Mail documents to be recorded with required cover sheet information to ATTACHED COPIES OF Commissioner of Patents & Trademarks, Box Assistaments ORIGINAL FILING

Mashington 2. 20231 TRADEMARK

REEL: 002237 FRAME: 0931

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	1,861536	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)	

Document: 292576

021-3031353

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

Mail documents to be recorded with required cover sheet information to: **Attach ed Copy of Commissioner of Patents & Trademarks, Box Assignments Original Filing Washington, D.C. 20231

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

Name of Person Signing

the original document. Bank of America, N.A. Dawn A. Fields, Asst. Vice President Dawna

<u>Not・見号 **3**000</u> **D** Date

FORM PTIO-1595 (Rev. 6-93) OMB No. 0851-0011 (*:50, 4/94)	U.S. DEPARTMENT OF COMMERCE	
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To the Honorable Commissioner of Patents and	Junginal documents or copy thereof.	
1. Name of conveying party(ies): 9600 BANK OF AMERICA, N.A. Additional name(s) of conveying party(ies) attached? • Yes XX No	2. Name and address of receiving party(les) Name: CRUISE ONE. INC. Internal Address:	
Nature of conveyance:	ARK OFFICE TO	
☐ Assignment ☐ Merger	Street Address: 8495 SHERATON DRIVE	
☐ Security Agreement . ☐ Change of Name		
Other FOR RELEASE OF ASSIGNMENT AND SECURITY AGREEMENT	City: MILLIAMSVILLE State: NY ZIP: 14221	
Execution Date: JUNE 30, 1999	Additional name(s) & address(es) attached? Q Yes 💯 No	
4. Application number(s) or patent number(s): 74707498, 747 If this document is being filed together with a new application A. Patent Application No.(s)		
5. Name and address of party to whom correspondence	6. Total number of applications and patents involved:	
Name: BANK OF AMERICA, N.A.	7. Table - 107.050.7.44)	
Name: BANK OF AMERICA, N.A. Internal Address: ATTN: BRENDA J. JOHNSON	7. Total fee (37 CFR 3.41)\$115.00	
FI.9- 100-01-06	Authorized to be charged to deposit account	
Street Address: P.O. BOX 40329	8. Deposit account number:	
City: JACKSONVILLE, State: FLORIDA ZIP: 32203-0329	(Attach duplicate copy of this page if paying by deposit account)	
09/18/2000 NTHRII 00000441 74/07498 DO NOT USE	THIS SPACE	
9.03 Extendent and signature. To the best of my knowledge and belief, the foregoing information or original document. BANK OF AMERICA, N.A. DAWN A. FIELDS, ASST. VICE PRESIDENT	agust 22, 2000	
Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document:		
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8-4-94 TRADE	MARKS ONLY AUG 4
TO: The Commissioner of Patents and Trademarks: Submission Type	Please record the attached original document(s) or copy(ies). Conveyance Type
X New	Assignment License
Resubmission (Non-Recordation) Document ID #	X Security Agreement Nunc Pro Tunc Assignment
Correction of PTO Error	Merger Effective Date Month Day Year
Reel # Frame #	Change of Name
Corrective Document Reel # Frame #	Other
Conveying Party	Mark if additional names of conveying parties attached Execution Date Month Day Year
Name CRUISE ONE, INC.	06-30-99
Formerly	``
Individual General Partnership	Limited Partnership X Corporation Association
Other	
Citizenship/State of Incorporation/Organizat	ion New York
Receiving Party	Mark if additional names of receiving parties attached
Name BANK OF AMERICA, N.A.	
DBA/AKA/TA NATIONSBANK, N.A.	
Composed of	
Address (line 1) One Financial Center, 13th Flo	oor
Address (line 2)	1
Address (line 3) Ft. Lauderdale	Florida, United States 33394
Individual General Partnership	State/Country Zip Code Limited Partnership If document to be recorded is an assignment and the receiving party is
Corporation Association	not domiciled in the United States, an appointment of a domestic
X Other National Banking Association	representative should be attached. (Designation must be a separate document from Assignment.)
Citizenship/State of Incorporation/Organizati	
7/10/1999 BCDATES 00000070 74707498 FOR (OFFICE USE ONLY
FC:481 40.00 0P 75.00 0P	
gathering the data needed to complete the Cover Sheet. Send comments regarding D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management (1997).	pproximately 36 minutes per Cover Sheet to be recorded, including time for reviewing the document and g this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, ement and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nent Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS

ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

TRADEMARK

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Page 2

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

Domestic R	epresentative Name a	nd Address	INDEMARK
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Name	Jill M. Vales, Se	enior Vice President	
Address (line 1)	Travel Services I	tnernational, Inc.	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Traver Services 1	thermationary inc.	
Address (line 2)	200 Congress Park	Drive, Suite 300	
Address (line 3)	Delray Beach, Florida 33445		
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Address (line 4)			
Correspond	lent Name and Addres	S Area Code and Telephone Number	(704) 343-2000
Nama			
Name	Lucy L. Tate, Esq	·	
Address (line 1)	Smith Helms Mulliss & Moore, L.L.P.		
Address (line 2)			
Address (ille 2)	201 North Tryon Street		
Address (line 3)	Charlotte, North Carolina 28202		
Address (line 4)			
	Enter the total number of	pages of the attached conveyance de	ocument
Pages	including any attachment		ocument # 14
Trademark A	Application Number(s)	or Registration Number(s)	Mark if additional numbers attached
Enter either the Trademark Application Number <u>or</u> the Registration Number (DO NOT ENTER BOTH numbers for the same property).			
Trademark Application Number(s) Registration Number(s)			
		74-707,498	1,799,689
		74-707,499	2,098,263
<u> </u>			
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Deposit A	ccount	dditional fées can be charged to the account.)	
(Enter for pa		Deposit Account Number:	#
		Authorization to charge additional fees:	Yes No
Statement a	nd Signature	Tradition and the state of the	
	•	belief, the foregoing information is true a	nd correct and any
attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.			
		\bigcirc (a,b)	
	M. Vales	- July Villes	July 30, 1999
Name o	of Person Signing	U 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

Document: 292576

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.

2

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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: 20) 27. (
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: July m. Vales		
Name: Jill M. Vales		

Title: President

Document: 292576

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.,
by. Direction of our rolls, into,

its General Partner

By: hil ?	n. Vales
Name: Jill M. Vales	
Title: Vice President	

ument: 292576

By: TRAVEL MANAGEMENT, INC., its General Partner By:__ Name: Jill M. Vales Title: President TRAVEL TECHNOLOGY, LTD. By: TRAVEL TECHNOLOGY, INC., its General Partner Name: Jill M. Vales Title: President **AUTO EUROPE, LLC** By: AUTO RENTAL CORP, its Sole Member Title: Vice President **CRUISES ONLY, LLC** By: CRUISE' CORP, its Sole Member Title: Vice President TRAVEL 800, LLC By: AIR TICKET CORP, its Sole Member Name: /Jill M. Vales

Title: Vice President

TRAVEL MANAGEMENT CENTER, LTD.

ument: 292576

Accepted and agreed to:

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

Name: Cheryl R Moncure

Title: Senior Vice President

Document: 292576

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]

Document: 292576

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]

Document: 292576

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]

Document: 292576

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]

Document: 292576

TERMINATION OF PATENT COLLATERAL ASSIGNMENT

This instrument was prepared by and should be returned to: Brenda J. Johnson MC: Fl9-100-01-06 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 The Anthony Dean Corporation., (hereinafter called "Borrower") to Bank of America, N.A., dated 30th day of June, 1999, recorded in Official Records 101111786A, Reel 001941, Frame 0489 number of pages 14, Application number 74707498, 74707499, 74356765 & 75063227 Registration number 2178835, 2178836, 1799689 & 2098263 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

CHARLOTTE REGISTER

State of Florida County of Duval corporation, its attorney in fact,

Dallace

Dawn A. Fields, Asst. Vice President

P.O. Box 40329

Jacksonville, FL 32203-0329

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.

BREINDAY J. JOHNSON
MY COMMISSION # CC 847393
EXPIRES: Jun 17, 2003
1-800-3-NOTARY
Fig. Notary Service & Bonding Co.

Notary Public - State of Florida

My Commission Expirés: My Commission Number:

BRENDA JOHNSON

TRADEMARK
REEL: 002237 FRAME: 0947

RECORDED: 02/15/2001