

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CRUISE411.COM, Inc.		10/07/2002	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	9920 S. La Cienega Blvd		
<b>City:</b>	Inglewood		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90301		
<b>Entity Type:</b>	Banking Corporation: MICHIGAN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78242764	BLUE WAVE SOLUTIONS	
<b>Serial Number:</b>	78242766	CRUISE COMMERCE CATALYST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(313)885-4595		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3139636420		
<b>Email:</b>	schultz@millercanfield.com		
<b>Correspondent Name:</b>	Deborah Benedict		
<b>Address Line 1:</b>	150 West Jefferson		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Detroit, MICHIGAN 48226		
<b>NAME OF SUBMITTER:</b>	Deborah L. Benedict		
<b>Signature:</b>	/deborahlbenedict/		
<b>Date:</b>	01/13/2005		

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Total Attachments: 5

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 7, 2002 by and between COMERICA BANK-CALIFORNIA ("Bank") and CRUISE411.com, INC., a Pennsylvania corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

455 South Gulph Road  
King of Prussia, PA 19406

Attn: James Infortuna

CRUISE411.com, INC.

By: James A. Infortuna  
Title: CEO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

Comerica Bank-California  
Commercial Loan Services Department  
9920 S. La Cienega Blvd., 14<sup>th</sup> Floor  
Inglewood, CA 90301

Attn: Loan Documentation

By: Michael T. Kelly  
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
N/A		

EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
Apparatus, systems and methods for presenting comparative information	60/172,504	12/15/00 pending

EXHIBIT C

## Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
1. Crusie411.com and design	2,543,902	3/5/02
2. Every cruiseline, every ship, every cabin at a substantial discount .... Guaranteed	2,434,994	3/13/01
3. Cruise411.com	2,454,117	5/22/01
4. Cruise411	2,460,435	6/12/01
5. Cruise411 (Canada)	1,072,539	Pending
6. Cruise411 (Europe)	1831023	8/22/00
7. Cruise411 (mexico)	694084	1/16/01