



HEET

101281940

*Handwritten:* 1.27.00

TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party:

2. Name and address of receiving party:

CRUISES, INC.

Name: NATIONSBANK, N.A.

Street Address: 1555 Palm Beach Lakes Boulevard, Suite 310

City: West Palm Beach State: Florida ZIP: 33401

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - New York
- Other:

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State
- Other: Florida Financial Institution

Additional name(s) of conveying party(ies) attached?

Yes  No

3. Nature of conveyance:

4. Application and Registration numbers:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other:

- a. Trademark Application No. 75/263,390
- b. Trademark Registration No: 2,095,180

Execution Date: October 15, 1997

Additional numbers attached?  Yes  No

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

7. Total fee (37 CFR 3.41): \$65

Name: Diane M. Reed  
 KNOBBE, MARTENS, OLSON & BEAR, LLP  
 Customer No. 20,995  
 Internal Address: Sixteenth Floor  
 Street Address: 620 Newport Center Drive  
 City: Newport Beach State: CA ZIP: 92660  
 Attorney's Docket No.: TRAVL2.011GEN

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved: One (1) Application, One (1) Registration

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.

Diane M. Reed  
Name of Person Signing

*Diane M. Reed*  
Signature

*11/18/00*  
Date

Total number of pages including cover sheet, attachments and document: *9*

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

03/03/2000 DCARTES 0000181 75263390  
40.00 DF  
25.00 DF

EXECUTON COPY

**COLLATERAL ASSIGNMENT AND  
TRADEMARK SECURITY AGREEMENT**

**THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT** (this "*Agreement*"), is made as of the 15th day of October, 1997, by and between **CRUISES, INC.** (the "*Grantor*") in favor of **NATIONSBANK, N.A.** (the "*Secured Party*").

**WITNESSETH:**

**WHEREAS**, the 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 a certain Security Agreement, dated as of even date herewith, (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 Grantor, the Secured Party and the other parties thereto, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to, among other things, the Trademark Rights;

**NOW, THEREFORE**, in order to record the grant of such security interest, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby further grants to the Secured Party a security interest in, and makes to the Secured Party a collateral assignment of, the entire right, title, and interest of the 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. The 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.

Norwithstanding 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, the 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 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 Grantor, or to a third party upon 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 the 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 Grantor.

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

The address of the Secured Party is 1555 Palm Beach Lakes Boulevard, Suite 310, West Palm Beach, Florida 33401.

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

CRUISES, INC.

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

Accepted and agreed to:

NATIONSBANK, N.A.

By: John M. Powell  
Name: John M. Powell  
Title: Vice President

STATE OF NEW YORK )  
 ) to wit:  
COUNTY OF NEW YORK )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County listed above to take acknowledgments, personally appeared Jill M. Vales who is personally known to me to be the person who signed the foregoing Collateral Assignment and Trademark Security Agreement on behalf of Cruises, Inc. and who executed the foregoing instrument on October 15, 1997, and who acknowledged before me in the State of New York, County of New York, that she executed same.

This acknowledgment is given for the sole purpose of verifying the identity of the parties who signed the foregoing instrument and the place of its signing, and without any liability on the part of the Notary with regard to the obligations of the foregoing instrument.

WITNESS my hand and official seal this 15th day of October, 1997.

*Kum Kum Nitin Shah*  
Print Name: KUM KUM NITIN SHAH  
Notary Public - State of NEW YORK  
Commission Number: 01SH5080984  
Commission Expires: June 30, 1999

KUMKUM NITIN SHAH  
Notary Public, State of New York  
No. 01SH5080984  
Qualified in Nassau County  
Commission Expires June 30, 1999

(NOTARIAL SEAL)

STATE OF NEW YORK )  
 ) to wit:  
COUNTY OF NEW YORK )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County listed above to take acknowledgments, personally appeared John M. Powell who is personally known to me to be the person who signed the foregoing Collateral Assignment and Trademark Security Agreement on behalf of NationsBank, N.A. and who executed the foregoing instrument on October 15, 1997, and who acknowledged before me in the State of New York, County of New York, that he executed same.

This acknowledgment is given for the sole purpose of verifying the identity of the parties who signed the foregoing instrument and the place of its signing, and without any liability on the part of the Notary with regard to the obligations of the foregoing instrument.

WITNESS my hand and official seal this 15th day of October, 1997.

KUMKUM NITIN SHAH  
Notary Public, State of New York  
No. 01SH5080984  
Qualified in Nassau County  
Commission Expires June 30, 1999

*Kum Kum Nitin Shah*  
Print Name: KUM KUM NITIN SHAH  
Notary Public - State of NEW YORK  
Commission Number: 01SH5080984  
Commission Expires: JUNE 30, 1999

(NOTARIAL SEAL)

**Schedule 1  
to Collateral Assignment and  
Trademark Security Agreement**

**Cruises, Inc.**

**Registration Number**

**Registration Date**

**Place of  
Registration**

2,095,180

09/09/97

United States

**Application Number**

**Filing Date**

**Place of  
Filing**

Y 75263390

03/21/97

United States