

03-28-2001



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U.S. Patent & TMO/TM Mail Rcpt Dt. #57

### 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  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other Release of Security Interest

#### Conveying Party

Mark if additional names of conveying parties attached

Name Antares Capital Corporation

Execution Date  
Month Day Year  
11/15/2000

Formerly \_\_\_\_\_

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name Vacation.Com Operations, Inc.

DBA/AK/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1650 King Street

Address (line 2) Suite 400

Address (line 3) Alexandria

VA

22314

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization Delaware

03/27/2001 TDIAZ1 00000174 76029149

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01 FC:481 40.00 OP  
02 FC:482 75.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
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TRADEMARK  
REEL: 002259 FRAME: 0487

**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)**

**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.

*LAURENCE KAHN*

*Laurence Kahn*

*MAY 6, 01*

Name of Person Signing

Signature

Date Signed

**SCHEDULE 1  
(TRADEMARK SECURITY AGREEMENT)**

**TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES**

<b><u>Mark</u></b>	<b><u>Registration No./Serial No.</u></b>	<b><u>Status</u></b>
<b>NEWS TRAVELS</b>	<b>Filed 4/19/00 – No Number Assigned As Of Yet</b>	<b>Pending</b>
<b>GEM</b>	<b>2,128,262</b>	<b>Registered</b>
<b>SPACE</b>	<b>1,761,735</b>	<b>Registered</b>
<b>VACATIONS TO REMEMBER</b>	<b>2,189,406</b>	<b>Registered</b>

## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of November, 2000 by ANTARES CAPITAL CORPORATION, as Agent ("Antares").

WHEREAS, Antares and Vacation.com Operations, Inc. ("Guarantor"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of April 26, 2000;

WHEREAS, the Trademark Security Agreement granted Antares a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Guarantor to Antares (the "Obligations");

WHEREAS, Antares recorded the Trademark Security Agreement on May 23, 2000 at Reel 002087, Frame 0117 in the United States Patent and Trademark Office; and

WHEREAS, Guarantor has satisfied all of the Obligations and has requested that Antares release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Antares hereby agrees as follows:

Antares hereby fully releases and terminates its security interests in and liens on:

(a) all of Guarantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;


(b) the goodwill of Guarantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Guarantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Antares further agrees, at the sole cost and expense of Guarantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Antares has caused this Release of Trademarks to be duly executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION, as Agent

By:   
Name: DANIEL B. GLICKMAN  
Title: DIRECTOR