



07-22-2005



103047346

\$

Form PTO-1594 (Rev 6-93) 7-19-05 RECORDATION TRADE Department of Commerce Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>NATIONAL LEISURE GROUP, INC., NLG HOLDINGS, INC., SHIP 'N' SHORE CRUISES, LLC, BLUE SEA PARTNERS, LLC, CRUISES INC., CRUISE ONE, INC. &amp; LAUNDRY &amp; Kling, INC.</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership            * <input type="checkbox"/> Limited Partnership  * Corporation  * Other <u>Limited Liability Corporations</u></p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                      <input type="checkbox"/> Merger  * Security Agreement            <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>May 6, 2005</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>CapitolSource Finance LLC, as administrative agent</u></p> <p>Street Address: <u>4445 Willard Avenue, 12<sup>th</sup> Floor</u></p> <p>City: <u>Chevy Chase</u> State: <u>MD</u> ZIP: <u>20815</u></p> <p>Country: _____</p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input type="checkbox"/> Corporation _____  * Other <u>Financial Institution</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)</p> <p>Additional name(s) &amp; Address(es) attached? Yes * No</p>
--	---

4. Application number(s) or trademark number(s): 76/552723, 78/975909, 2569472, 2148470, 2208328, 2524338, 2406271 (See Schedule A)

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

A. Trademark Application No.(s)	B. Trademark No.(s)
---------------------------------	---------------------

Additional numbers attached    Yes    * No	
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u>  Internal Address: <u>Mayer, Brown Rowe &amp; Maw LLP</u></p> <p>Street Address: <u>1909 K Street, NW</u>  City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>7</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$190.00</u></p> <p>* Enclosed (Check No. 4013 )</p> <p><input type="checkbox"/> Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

DO NOT USE THIS SPACE

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.

Robert E. Rude II                      [Signature]                      July 19, 2005  
Name of Person Signing                      Signature                      Date

190E

07/21/2005 EQ00PER 00000187 76552723

01 FC:8521  
02 FC:8522

40.00 OP  
150.00 OP

Total number of pages comprising cover sheet and document attachments: 9

DCDB01 20739562.1 18-Jul-05 15:54

TRADEMARK  
REEL: 003195 FRAME: 0111

## SECOND SUPPLEMENTAL INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Second Supplemental Intellectual Property Security Agreement (this "*Supplemental Agreement*") is made and effective as of May 6, 2005, by each of the signatories hereto listed as a "Grantor" together with any other entity that may become party hereto (each a "Grantor" and collectively, the "Grantors"), in favor of CapitalSource Finance, LLC, a Delaware limited liability company, as agent for the Lenders (in such capacity, the "Agent").

### WITNESSETH:

**WHEREAS**, pursuant to the Revolving Credit, Term Loan and Security Agreement, dated as of November 20, 2003, by and among National Leisure Group, Inc., a Delaware corporation (the "*Borrower*"), the Agent and the Lenders (as amended, modified or otherwise supplemented from time to time, the "*Loan Agreement*"), the Lenders have made certain Loans and other financial accommodations to the Borrower which remain outstanding;

**WHEREAS**, as a condition precedent to the Loan Agreement, the Borrower and the Grantors executed the Intellectual Property Security Agreement, dated as of November 20, 2003 (as amended, modified or otherwise supplemented from time to time, the "*Intellectual Property Security Agreement*") in favor of the Agent, for the benefit of the Lenders;

**WHEREAS**, pursuant to and in fulfillment of the parties' obligations under the Intellectual Property Security Agreement, the Grantors wish to execute and deliver this Supplemental Agreement to further effect, evidence and memorialize the Grantors' grant to the Agent, for the ratable benefit of the Lenders, a security interest in the trademarks set forth on Schedule A hereto and the domain names set forth on Schedule B hereto (the "*Supplemental Collateral*") and all good will associated with the Supplemental Collateral;

**NOW, THEREFORE**, in consideration of the premises set forth in the Intellectual Property Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Agent hereby agree as follows:

1. **Definitions.** All capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Loan Agreement or the Intellectual Property Security Agreement, as applicable.
2. **Grant of Security Interest.** To secure the Grantors' prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantors' obligations under the Loan Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantors in and to the Supplemental Collateral.

17295843

3. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this Supplemental Agreement is submitted) file and record this Supplemental Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the Supplemental Collateral.

4. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title and interest in and to the Supplemental Collateral to the Agent, for the ratable benefit of the Lenders.

5. Further Assurances; Power of Attorney. Each Grantor agrees to cooperate with the Agent to take any action ( a "*Requested Action*") and to execute any instrument ( a "*Requested Instrument*") (each at Agent's expense) that the Agent may reasonably request to accomplish the purposes of this Supplemental Agreement. In the event and to the extent that any Grantor has not taken any Requested Action or executed any Requested Instrument as reasonably requested by Assignee within fourteen (14) days of receiving such request, each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, to take any such Requested Action and to execute any such Requested Instrument. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A and Schedule B hereof, as appropriate, to include references to any registered intellectual property (or application or license thereof) acquired by such Grantor after the execution hereof or to delete any references to any Supplemental Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the Supplemental Collateral, including, without limitation, (i) to execute and file any financing statement, any continuation statement or any amendment thereto, and (ii) to execute and file any applications for renewal, affidavits of use, affidavits of incontestability or similar document or proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction and (iii) to execute and file any response or answer to any opposition, interference or cancellation proceedings brought by a third party, and (iv) to pay any fees and taxes in connection with any action referred to in this paragraph (b) or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the Supplemental Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Supplemental Collateral, (ii) take any other actions with respect to the Supplemental Collateral as Agent deems to be in best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the Supplemental Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Supplemental Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Supplemental Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) shall promptly execute and deliver to the Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This Supplemental Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interest granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Supplemental Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Supplemental Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on

one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.


(c) Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE AND SCHEDULE TO FOLLOW]


IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement as of the first date written above.

**GRANTORS**


NATIONAL LEISURE GROUP, INC.  
NLG HOLDINGS, INC.

By:   
Name: Stephen J. Spohn  
Title: Senior Vice President

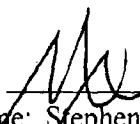
SHIP 'N' SHORE CRUISES, LLC

By:   
Name: Stephen J. Spohn  
Title: Treasurer

BLUE SEA PARTNERS, LLC

By:   
Name: Stephen J. Spohn  
Title: Treasurer

CRUISES INC.  
CRUISE ONE, INC.  
LANDRY & KLING, INC.

By:   
Name: Stephen J. Spohn  
Title: Treasurer

**Schedule A**

Trademark Registrations and Applications

Cruises Inc. – Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRUISES INC.	USGA	S16505	6/30/1997
CRUISES INC.	USID	15787	8/27/1997
CRUISES INC.	USIL	080755	7/24/1997
CRUISES INC.	USLA	N/A	8/26/1997
CRUISES INC.	USMA	54763	9/3/1997
CRUISES INC.	USMT	19551	8/26/1997
CRUISES INC.	USNE	N/A	8/27/1997
CRUISES INC.	USOK	28951	9/22/1997
CRUISES INC.	USPA	2744075	3/13/1997
CRUISES INC.	USSD	N/A	10/6/1997

National Leisure Group, Inc. – Applications

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
BROADENING HORIZONS	US	<u>76/552723</u>	10/20/2003
Design	EM	3759941	4/21/2004
NATIONAL LEISURE GROUP	EM	3756831	4/19/2004
NLG	EM	3756764	4/19/2004
NLG & Design	EM	3759933	4/21/2004
SEASAVER	US	<u>78/975909</u>	12/2/2002

National Leisure Group, Inc. – Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
THE CRUISE MEGA STORE	US	<u>2569472</u>	5/14/2002
THE VACATION OUTLET	USMA	39940	5/18/1987
THE VACATION STORE	US	<u>2148470</u>	4/7/1998
VACATION OUTLET	US	<u>2208328</u>	12/8/1998

800-CHEAPCRUISE	US	<u>2524338</u>	1/1/2002
1-800-FUN-TRIP	US	<u>2406271</u>	11/21/2000



## Domain Names

cruiseonly.com
cruiseonly.us
cruiseoutlet.us
cruiseprincess.com
cruiseroyal.com
cruiseroyalcaribbean.com
cruises.com
cruisesaver.com
cruisescan.us
cruise-scan.us
cruisesinc.info
cruisesinc.us
cruises-inc.us
cruisesonline.com
cruisesonly.co.uk
cruisesonly.com
cruises-only.net
cruisesonly.tv
cruisesonly.us
cruises-only.us
cruisesonlyinterline.com
cruisesupport.biz
cruisesupport.com
cruisesupport.net
ship-select.biz
shipselect.com
ship-select.com
shipselect.net
ship-select.net
shipselect.org
ship-select.org
thecruisedirectory.us
thecruisemegastore.us
top5deals.us
vacationfares.biz
vacationfares.com
vacationfares.info
vacationsolution.net
vacationtravelplanner.com
vacationtravelplanner.net
vacationtravelplanner.org

worldofcruising.biz
worldofcruising.info
wwwcruiseonly.com
wwwcruisesonly.com
yourcruisemegastore.us
yourtravelmegastore.us
yourvacationmegastore.us
blueplanetcruise.com
blueplanetcruises.com
bpcruise.com
bpcruises.com
bpvacation.com
bpvacations.com
gmvacations.com
mileageplancruises.com
nationaleisuregroup.com
nlg.com
nlg1.com
nlgcruises.com
nlgcruises.net
nlgcruises.org
nlgolutions.com
nlgv.com
nlgv.net
nlgv.org
nlgvacations.com
nlgvacations.net
nlgvacations.org
nlgweb.com
samsclubdemo.com
skymilescruises.com
takeoff.com
takeoffvacations.com
thevacationstore.com
tvscruise.biz
tvscruise.com
tvscruise.net
tvscruises.com
vacationoutlet.com
vacationoutletcruises.com
vacationoutletvacations.com
vocruises.com
vopackages.com
yahoovacationstore.com