

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335531

<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>
World Travel Holdings, Inc.		03/10/2015	CORPORATION: DELAWARE
Cruises Inc.		03/10/2015	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citizens Bank, N.A.		
<b>Street Address:</b>	28 State Street		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02109		
<b>Entity Type:</b>	national bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4192194	CHEAPCRUISES.COM	
<b>Registration Number:</b>	1821690	COCONUT BONUS DAYS	
<b>Registration Number:</b>	1029709	CREATIVE LEISURE	
<b>Registration Number:</b>	0993225	CREATIVE LEISURE	
<b>Registration Number:</b>	4412360	CRUISE FINDER	
<b>Registration Number:</b>	2460435	CRUISE411	
<b>Registration Number:</b>	2454117	CRUISE411.COM	
<b>Registration Number:</b>	4199917	CRUISEONE	
<b>Registration Number:</b>	1799689	CRUISEONE	
<b>Registration Number:</b>	4388655	CRUISEONE DREAM VACATIONS START HERE	
<b>Registration Number:</b>	3173311	CRUISES INC. AMERICA'S CRUISE SPECIALIST	
<b>Registration Number:</b>	3179531	CRUISES INC. AMERICA'S CRUISE SPECIALIST	
<b>Registration Number:</b>	4199918	CRUISES INC. YOUR VACATION SPECIALISTS	
<b>Registration Number:</b>	2829624	CRUISESONLY	
<b>Registration Number:</b>	3221160	EVERY CRUISE LINE, EVERY SHIP, EVERY CAB	
<b>Registration Number:</b>	1768227	FAMILY VACATIONS WITH LIVING ROOM	
<b>Registration Number:</b>	4192195	ISLAND HIDEAWAYS	
<b>Registration Number:</b>	4192196	LUXURY ONLY	

OP \$840.00 4192194

Property Type	Number	Word Mark
Registration Number:	2945615	NLG
Registration Number:	1824613	PESO LITTLE
Registration Number:	1519447	THE VACATION OUTLET
Registration Number:	2148470	THE VACATION STORE
Registration Number:	2022868	THE VACATION STORE
Registration Number:	3414146	TRIPS OF DISTINCTION
Registration Number:	2092350	VACATION EXPO
Registration Number:	3022563	VACATION OUTLET
Registration Number:	3039249	VACATION OUTLET
Registration Number:	2623736	VACATION OUTLET
Registration Number:	2208328	VACATION OUTLET
Registration Number:	4243782	VILLARENTAL.COM
Registration Number:	3103358	VILLAS OF DISTINCTION
Registration Number:	3117593	
Serial Number:	74356765	CRUISEONE

**CORRESPONDENCE DATA**

**Fax Number:** 2127686800

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 2123985280

**Email:** trademarks.us@dentons.com

**Correspondent Name:** Martin P. Michael

**Address Line 1:** Dentons US LLP, P.O. Box #061080

**Address Line 4:** Chicago, ILLINOIS 60606-1080

<b>ATTORNEY DOCKET NUMBER:</b>	20057610-0028
<b>NAME OF SUBMITTER:</b>	Martin P. Michael
<b>SIGNATURE:</b>	/Martin P. Michael/
<b>DATE SIGNED:</b>	03/18/2015

**Total Attachments: 21**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of March 10, 2015, is made by and among World Travel Holdings, Inc., a Delaware corporation with an address at 100 Fordham Road, Building C, 2<sup>nd</sup> Floor, Wilmington, MA 01887 ("World Travel"), and Cruises Inc., a Florida corporation with an address at 100 Fordham Road, Building C, 2<sup>nd</sup> Floor, Wilmington, MA 01887 ("Cruises"), and collectively with World Travel, the "Assignor", and Citizens Bank, N.A., a national bank having an address of 28 State Street, Boston, MA 02109 (the "Lender").

### Recitals

A. World Travel and Lender are parties to a certain Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of World Travel.

B. As a condition to extending credit to or for the account of World Travel, the Lender has required the execution and delivery of this Agreement by the Assignor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Assignor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Assignor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the trademarks listed on **Exhibit B**.

2. **Security Interest.** The Assignor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent

permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Assignor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** The Assignor represents, warrants and agrees as follows:

(a) **Patents.** **Exhibit A** accurately lists all Patents owned or controlled by the Assignor as of the date hereof, or to which the Assignor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to such Patents as of the date hereof. If after the date hereof, the Assignor owns, controls or has a right to have assigned to it any Patents not listed on **Exhibit A**, or if **Exhibit A** ceases to accurately reflect the existence and status of applications and letters patent pertaining to such Patents, then the Assignor shall within 30 days provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Trademarks.** **Exhibit B** accurately lists all Trademarks owned or controlled by the Assignor as of the date hereof and accurately reflects the existence and status of such Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit B** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Assignor's business. If after the date hereof, the Assignor owns or controls any Trademarks not listed on **Exhibit B** (other than common law marks which are not material to any Assignor's business), or if **Exhibit B** ceases to accurately reflect the existence and status of applications and registrations pertaining to such Trademarks, then the Assignor shall promptly provide written notice to Lender with a replacement **Exhibit B**, which upon acceptance by Lender shall become part of this Agreement.

(c) **Affiliates.** If after the date hereof any affiliate or subsidiary of the Assignor owns, controls, or has a right to have assigned to it any material Patents or Trademarks, then the Assignor shall promptly either: (i) cause such subsidiary or affiliate to assign all of its rights in such item(s) to the Assignor; or (ii) notify Lender of such item(s) and cause such subsidiary or affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(d) **Title.** The Assignor as identified as the owner of each Patent and Trademark on **Exhibits A** and **B** has absolute title to each such Patent and each such Trademark listed thereon, free and clear of all Liens. The Assignor (i) will have, at the time the Assignor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark

free and clear of all Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens.

(e) **No Sale.** The Assignor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Lender's prior written consent.

(f) **Defense.** The Assignor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons materially adverse to the Lender other than those holding Permitted Liens.

(g) **Maintenance.** The Assignor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Assignor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Lender: (i) sufficient written notice, of at least thirty (30) days, to allow the Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Lender's Right to Take Action.** If the Assignor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of thirty (30) calendar days after Lender gives the Assignor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Assignor notifies Lender that it intends to abandon a Patent or Trademark, the Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Assignor (or, at the Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Assignor shall pay to the Lender on written demand the amount of all moneys reasonably expended and all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) incurred and documented by the Lender in connection with or as a result of the Lender's taking action under subsection (h) above or exercising its rights under Section 6 below, together with interest thereon from the date expended or incurred by the Lender at the default rate of interest provided for in the Notes.

(j) **Power of Attorney.** To facilitate the Lender's taking action under subsection (h) above and exercising its rights under Section 6 below, the Assignor hereby appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Assignor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Assignor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Assignor under this Section 3, or, reasonably necessary for Lender, after the occurrence of an Event of Default which has not been waived in writing by the Lender, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations. Except where prior notice may be expressly required by the terms of this Agreement, the Lender shall use commercially reasonable efforts to provide notice to the Assignor prior to taking any action taken under this Section 3.

4. **Assignor's Use of the Patents and Trademarks.** Until the occurrence of an Event of Default which has not been waived in writing by the Lender, the Assignor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into.

5. **Defaults.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called an "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur, beyond any applicable grace or cure periods; or (b) the Assignor shall fail promptly to observe or perform any covenant or agreement herein binding on it within any grace or cure period set forth in the Credit Agreement; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default, the Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Assignor shall, at the reasonable request of Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Lender. A waiver signed by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Assignor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights the Assignor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Assignor and Lender and their respective participants, successors and assigns and shall take effect when signed by the Assignor and delivered to the Lender, and the Assignor waives notice of the Lender's acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Assignor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. Upon payment in full of the Obligations (excluding any Bank Product Obligations so long as no Event of Default has occurred and is not waived in writing by the Lender), this Agreement shall terminate and be of no further force or effect. On the date on which all such Obligations have been paid in full, the Lender will, at the request of the Assignor, execute and deliver to the Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement. Until such time as such Obligations have been paid in full, however, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



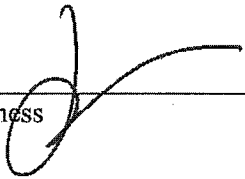
**8. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.**

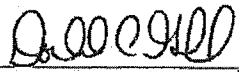
[Signatures to this Agreement appear on the following pages 7 and 8.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

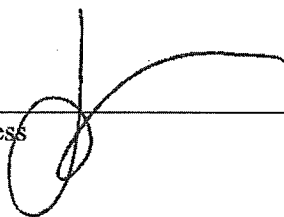
**ASSIGNOR:**

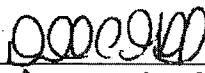
WORLD TRAVEL HOLDINGS, INC.

Witness 

By:   
Name: Donald C. Graft  
Title: CFO

CRUISES INC.

Witness 

By:   
Name: Donald C. Graft  
Title: CFO

**LENDER:**

CITIZENS BANK, N.A.

Karl Henry Lamosi  
Witness

By: Denise D. McGeough  
Name: Denise D. McGeough  
Title: Senior Vice President

EXHIBIT A

PATENTS


None.

EXHIBIT B


TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS


See attached.




### Selected TM Records

Trademark	Country	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
CHEAPCRUISES.COM CHEAPCRUISES.COM Cross References: CHEAP CRUISES COM	USPTO	App 85452429	App 20-OCT-2011	Reg 4192194	Reg 14-AUG-2012	39 43	WORLD TRAVEL HOLDINGS, INC.	Registered Supplemental Register
COCONUT BONUS DAYS	USPTO	App 74398253	App 07-JUN-1993	Reg 1821690	Reg 15-FEB-1994	36	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
CREATIVE LEISURE	USPTO	App 72446914	App 26-JAN-1973	Reg 1029709	Reg 06-JAN-1976	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
 Creative Leisure CREATIVE LEISURE	USPTO	App 72446427	App 19-JAN-1973	Reg 0983225	Reg 10-SEP-1974	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
CRUISE FINDER CRUISE FINDER	USPTO	App 85105474	App 11-AUG-2010	Reg 4412360	Reg 01-OCT-2013	39	WORLD TRAVEL HOLDINGS, INC.	Registered Supplemental Register




CRUISE411 Cross References: CRUISE 411	USPTO	App 75827907	App 21-OCT-1999	Reg 2460435	Reg 12-JUN-2001	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
CRUISE411.COM Cross References: CRUISE 411 COM	USPTO	App 75827908	App 21-OCT-1999	Reg 2454117	Reg 22-MAY-2001	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)

 CRUISEONE Cross References: CRUISE ONE, CRUISE 1	USPTO	App 85399994	App 17-AUG-2001	Reg 4199917	Reg 28-AUG-2001	39	WORLD TRAVEL HOLDINGS, INC.	Registered
CRUISEONE Cross References: CRUISE 1	USPTO	App 74356765	App 08-FEB-1993	Reg 1799689	Reg 19-OCT-1993	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)


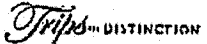



 CRUISEONE DREAM VACATIONS START HERE	USPTO	App 85400001	App 17-AUG-2001	Reg 4388655	Reg 20-AUG-2001	39	WORLD TRAVEL HOLDINGS, INC.	Registered
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<b>Cross References:</b> CRUISE 1 DREAM VACATIONS START HERE								
 CRUISES INC	State			Reg 54763	Reg 03-SEP-199 7	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) (MA)
CRUISES INC.	State				Reg 14-OCT-199 7	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) (SC)
CRUISES INC.	State				Reg 06-OCT-199 7	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) (SD)
CRUISES INC.	State			Reg 31891	Reg 25-SEP-199 7	42	WORLD TRAVEL HOLDINGS INC	Renewed (Registered) (OR)
CRUISES INC.	State				Reg 23-SEP-199 7	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) (TN)
CRUISES INC.	State			Reg T091551	Reg 26-AUG-199 7	35 39	WORLD TRAVEL HOLDINGS INC	Renewed (Registered) (MT)
 CRUISES INC.	State			Reg 11960	Reg 26-AUG-199 7	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) (KY)
CRUISES INC.	State			Reg 80755	Reg 24-JUL-1997	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) (IL)
 CRUISES INC.	State			Reg 14557	Reg 14-MAR-199 7	39	CRUISES, INC.	Renewed (Registered) (NJ)
CRUISES INC.	State			Reg 2744075	Reg 13-MAR-199	20 35 42	WORLD TRAVEL	Renewed (Registered)



						7		HOLDINGS INC	(PA)
 CRUISES INC. AMERICA'S CRUISE SPECIALISTS	USPTO	App 78622169	App 04-MAY-200 5	Reg 3173311	Reg 21-NOV-200 6	39		WORLD TRAVEL HOLDINGS, INC.	Registered
 CRUISES INC. AMERICA'S CRUISE SPECIALISTS	USPTO	App 78621806	App 03-MAY-200 5	Reg 3179531	Reg 05-DEC-200 6	43		WORLD TRAVEL HOLDINGS, INC.	Registered
 CRUISES INC. YOUR VACATION SPECIALISTS	USPTO	App 85400151	App 17-AUG-201 1	Reg 4199918	Reg 28-AUG-201 2	39		WORLD TRAVEL HOLDINGS, INC.	Registered
CRUISES ONLY Cross References: CRUISES ONLY	USPTO	App 76509711	App 28-APR-200 3	Reg 2829624	Reg 06-APR-200 4	39		WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) Section 2(F)
<small>EVERY CRUISE LINE, EVERY SHIP, EVERY CABIN AT THE LOWEST PRICE...GUARANTEED!</small> EVERY CRUISE LINE, EVERY SHIP, EVERY CABIN AT THE LOWEST PRICE...GUARANTEED! Cross References: EVERY CRUISE LINE, EVERY SHIP, EVERY CABIN AT THE LOWEST PRICE GUARANTEED!	USPTO	App 76659142	App 27-APR-200 6	Reg 3221160	Reg 27-MAR-200 7	39		WORLD TRAVEL HOLDINGS, INC.	Registered
FAMILY VACATIONS WITH LIVING ROOM	USPTO	App 74176690	App 17-JUN-1991	Reg 1768227	Reg 27-APR-199 3	36		WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
ISLAND HIDEAWAYS	USPTO	App 85452462	App 20-OCT-201 1	Reg 4192195	Reg 14-AUG-201 2	39 43		WORLD TRAVEL HOLDINGS, INC.	Registered Supplementa Register

ISLAND HIDEAWAYS							INC.	
LUXURY ONLY	USPTO	App 85452471	App 20-OCT-201 1	Reg 4192196	Reg 14-AUG-201 2	39 43	WORLD TRAVEL HOLDINGS, INC.	Registered Supplementa I Register
LUXURY ONLY								
NLG	USPTO	App 76552722	App 20-OCT-200 3	Reg 2945615	Reg 03-MAY-200 5	39 43	WORLD TRAVEL HOLDINGS, INC.	Registered
PESO LITTLE	USPTO	App 74398649	App 07-JUN-1993	Reg 1824613	Reg 01-MAR-199 4	36	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
THE VACATION OUTLET	USPTO	App 73654743	App 13-APR-198 7	Reg 1519447	Reg 03-JAN-1989	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) Supplementa I Register
<del>VACATION OUTLET</del> THE VACATION OUTLET	State			Reg 38940	Reg 18-MAY-198 7	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) (MA)

THE VACATION STORE	USPTO	App 74602523	App 23-NOV-199 4	Reg 2148470	Reg 07-APR-199 8	35 39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
 THE VACATION STORE	USPTO	App 74602433	App 23-NOV-199 4	Reg 2022868	Reg 17-DEC-199 6	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
 TRIPS OF DISTINCTION	USPTO	App 77172074	App 03-MAY-200 7	Reg 3414146	Reg 22-APR-200 8	39 43	WORLD TRAVEL HOLDINGS, INC.	Registered
VACATION EXPO	USPTO	App 75119650	App 17-JUN-1996	Reg 2092350	Reg 26-AUG-199 7	35	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) Supplementa l Register
 VACATION OUTLET	USPTO	App 76593132	App 18-MAY-200 4	Reg 3022563	Reg 06-DEC-200 5	43	WORLD TRAVEL HOLDINGS, INC.	Registered Section 2(F)
 VACATION OUTLET	USPTO	App 76593133	App 18-MAY-200 4	Reg 3039249	Reg 10-JAN-2006	39	WORLD TRAVEL HOLDINGS, INC.	Registered Section 2(F)
 VACATION OUTLET	USPTO	App 76203895	App 02-FEB-2001	Reg 2623736	Reg 24-SEP-200 2	39 42	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)
VACATION OUTLET	USPTO	App 75301830	App 02-JUN-1997	Reg 2208328	Reg 08-DEC-199 8	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered) Section 2(F)
VILLARENTAL.COM  VILLARENTAL.COM Cross References: VILLER RENTAL COM	USPTO	App 85452490	App 20-OCT-201 1	Reg 4243782	Reg 13-NOV-201 2	39 43	WORLD TRAVEL HOLDINGS, INC.	Registered Supplementa l Register
VILLAS OF DISTINCTION  VILLAS OF DISTINCTION	USPTO	App 78534715	App 17-DEC-200 4	Reg 3103358	Reg 13-JUN-2006	35 36 39 43	WORLD TRAVEL HOLDINGS, INC.	Registered


	USPTO	App 76559328	App 14-NOV-2003	Reg 3117593	Reg 18-JUL-2006	39 43	WORLD TRAVEL HOLDINGS, INC.	Registered
<i>Design Only</i>								

### Selected TM Records

Trademark	Country	Appin. No.	Appln. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
[REDACTED]								
CRUISEONE Cross References: CRUISE 1	USPTO	App 74356765	App 08-FEB-1993	Reg 1799689	Reg 19-OCT-1993	39	WORLD TRAVEL HOLDINGS, INC.	Renewed (Registered)

**Selected TM Records**

Trademark	Country	Appln. No.	Appln. Date	Reg. No.	Reg. Date	Class	Owner Name	Status
[REDACTED]								
CRUISES INC.	State			Reg 12004088	Reg 22-SEP-1997	39	CRUISES INC.	Renewed (Registered) (OK)

 <p>CRUISES INC.</p>	State			Reg 28951	Reg 22-SEP-1997	39	CRUISES INC.	Renewed (Registered) (OK)
CRUISES INC.	State			Reg 15787	Reg 27-AUG-1997	39	CRUISES INC.	Renewed (Registered) (ID)
CRUISES INC.	State			Reg 552334	Reg 26-AUG-1997	35 39	CRUISES INC.	Renewed (Registered) (LA)
CRUISES INC.	State			Reg S16505	Reg 30-JUN-1997	39 41	CRUISES, INC.	Renewed (Registered) (GA)
CRUISES INC.	State			Reg 9767994	Reg 14-MAR-1997	39	CRUISES, INC.	Registered (DE)
CRUISES INC.	State			Reg 17994	Reg 14-MAR-1997	39	CRUISES, INC.	Renewed (Registered) (DE)
CRUISES	State			Reg S15418	Reg 30-DEC-1996	39	CRUISES, INC.	Renewed (Registered) (NY)
CRUISES INC.	State				Reg 02-DEC-1996	39	CRUISES, INC.	Registered (NH)

			State			Reg 19970185	Reg 02-DEC-199 6	36	CRUISES, INC.	Renewed (Registered) (ME)

CRUISES INC.