

05-21-1998



Tab settings

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

1. Name of conveying party(ies):
 GLOBETROTTERS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Massachusetts
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: THE BANK OF NEW YORK
 Internal Address: _____
 Street Address: One Wall Street
 City: New York State: NY ZIP: 10286

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other GRANT OF SECURITY INTEREST
 (TRADEMARKS)

Execution Date: May 6, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,339,558

Additional numbers attached? Yes No

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

Name: EMMET, MARVIN & MARTIN, LLP
 Internal Address: SHARON ELWIN
 LEGAL ASSISTANT
 Street Address: 120 BROADWAY
 City: NEW YORK State: NY ZIP: 10271

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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DO NOT USE THIS SPACE

9. Statement and signature. 40.00 fee

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.

LORI POTTS
 Name of Person Signing

Signature

5/13/98
 Date

Total number of pages including cover sheet, attachments, and document: 4

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Massachusetts corporation (the "*Grantor*"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "*Secured Party*"), and has entered into a Security Agreement, dated as of March 27, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all its Obligations (as defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the (11) day of May, 1998.

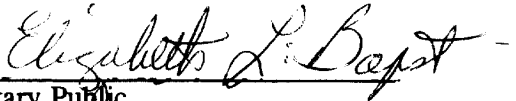
GLOBETROTTERS, INC.

By: Daniel A. Raskas
Name: Daniel A. Raskas
Title: Vice President, Secretary & Clerk

District of Columbia)
) ss.:
)

On this 6th day of May, 1998, before me personally came Daniel A. Raskas, to me known, who, being by me duly sworn, did depose and say that he resides at Silver Spring, MD; that he is the Vice President of GLOBETROTTERS, INC., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.

Secretary &
Clerk



Notary Public
[Notary's Stamp]

ELIZABETH L. BAPST
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 30, 2001

**Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of May 6, 1998**

<i>Mark</i>	<i>Registration No.</i>	<i>Registration Date</i>
SuperCities	1,339,558	6/4/85