

MJD  
9-3-98

09-08-1998

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To the Honorable Commissioner of F

100821923

Attached original documents or copy thereof.

MRD 9-3-98

1. Name of conveying party(ies):  
Cruislink Plus, Inc. (to be renamed  
Travel Associates Network, Inc.)

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

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

3. Nature of conveyance:

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

Execution Date: August 31, 1998

2. Name and address of receiving party(ies):

Name: Antares Leveraged Capital Corp.,  
as Agent

Internal Address: Suite 2725

Street Address: 311 South Wacker Drive

City: Chicago State: IL ZIP: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

75/348,259

75/385,283

74/628,484

B. Trademark registration No.(s)

2,128,262

Additional numbers attached?  Yes  No

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

Name: Linda R. Kastner

Internal Address: Sears Tower

Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):..... \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

09/04/1998 BNGUYEN 00000107 2128262

01 FC:401  
02 FC:402

40.00 OP  
75.00 BP

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.

Linda R. Kastner

Name of Person Signing

Signature

9/2/98

Date

Total number of pages comprising cover sheet: 7

## TRADEMARK SECURITY AGREEMENT

WHEREAS, CRUISELINK PLUS, INC. (to be renamed Travel Associates Network, Inc.), a New York corporation ("Grantor"), owns the Trademarks, Trademark registrations and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as Borrower, has entered into a Credit Agreement dated as of August 31, 1998 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Antares Leveraged Capital Corp., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the "Lenders") and as a Lender, and the other Lenders, providing for extensions of credit and other financial accommodations to be made to Borrower by Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Borrower and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations

issued with respect to the Trademark applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license;

but excluding from Trademark Collateral any "intent to use" Trademark registration or application to the extent that the granting of a security interest therein is prohibited by applicable law.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 31 day of August, 1998.

CRUISELINK PLUS, INC.  
(to be renamed Travel Associates Network, Inc.),  
a New York corporation

By: R. A. McKinnon  
Name: PRESIDENT; CEO  
Title: R. A. MCKINNON

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,  
a Delaware corporation, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

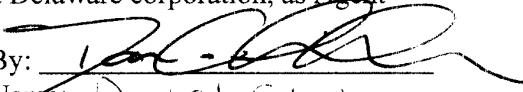
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 31 day of August, 1998.

CRUISELINK PLUS, INC.  
(to be renamed Travel Associates Network, Inc.),  
a New York corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

ANTARES LEVERAGED CAPITAL CORP.,  
a Delaware corporation, as Agent

By:   
Name: Daniel Glickman  
Title: Director

ACKNOWLEDGMENT

)  
) SS.  
DISTRICT OF COLUMBIA )

On the 28<sup>th</sup> day of August, 1998, before me personally appeared R.A. McKinnon, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that he/she is President of Cruiseline Plus, Inc. (to be renamed Travel Associates Network, Inc.), a New York corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Carol L. Hedgpeth  
Notary Public

My commission expires:  
CAROL L. HEDGPETH  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires December 14, 2001

**SCHEDULE 1  
(TRADEMARK SECURITY AGREEMENT)**

**TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES**

<b>Mark</b>	<b>Registration No./Serial No.</b>	<b>Status</b>
NEW TRAVELS	75/348,259	Pending Non-Final Office Action
TRAVELINK 2000	75/385,283	Pending
GEM	74/628,484	Abandoned
GEM	2,128,262	Registered