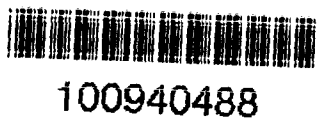


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FORM PTO-1094 (Rev. 6-93) MRO RECORDATA TRA  
OMB No. 0651-0011 (EXP. 4/04)  
Tab settings 000 12-4-98



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

100940488

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

1. Name of conveying party(ies):  
American Student Travel, Inc.  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State - Texas  
 Other  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Heller Financial, Inc.  
Account Manager Corp. Finance Group  
Internal Address:  
Street Address: 500 West Monroe Street  
City: Chicago State: IL ZIP: 60661  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 Other

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: November 3, 1998

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 patent number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1626329  
1755762  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Joseph L. Scibilia  
Internal Address: Sutherland, Asbill & Brennan LLP  
Street Address: 999 Peachtree Street, N.E.  
Suite 2300  
City: Atlanta State: GA ZIP: 30309-3996

6. Total number of applications and registrations involved: 2  
7. Total fee (37 CFR 3.41) \$ 65.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
(Attach duplicate copy of this page if paying by deposit account)

FC1481 40.00 OP  
FC1482 25.00 OP

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.  
Joseph L. Scibilia  
Name of Person Signing  
Signature  
December 4, 1998  
Date  
Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20514

TRADEMARK  
REEL: 1823 FRAME: 0672

**ASSIGNMENT FOR SECURITY OF  
TRADEMARKS**

THIS ASSIGNMENT FOR SECURITY OF TRADEMARKS (this "Assignment") is made as of November 3, 1998, by and between American Student Travel, Inc., a Texas corporation("Assignor"), and Heller Financial, Inc., a Delaware corporation, as Agent for the Lenders (defined below) (in such capacity, "Agent").

W I T N E S S E T H

WHEREAS, pursuant to a certain Amended and Restated Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Assignor, Agent, Lakeland Holdings, LLC, a Delaware limited liability company, Lakeland Tours, LLC, a Delaware limited liability company ("Lakeland"; together with Assignor referred to herein collectively as "Borrowers"), and the lenders from time to time party thereto (the "Lenders), Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrowers; and

WHEREAS, pursuant to a certain Amended and Restated Security Agreement dated of even date herewith, among Borrowers and Agent, Assignor has granted to Agent a continuing security interest in certain of Assignor's assets, including, without limitation, its trademarks and applications therefor in order to secure Assignor's obligations to Agent and Lenders under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Incorporation of Credit Agreement Definitions. The Credit Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Assignment for Security. To secure the complete and timely payment and satisfaction of the Obligations, Assignor hereby grants to Agent a continuing security interest in Assignor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(b) all rights corresponding to any of the foregoing throughout the world and the goodwill of Assignor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Assignment. Assignor hereby assigns, transfers and conveys to Agent all of the Trademarks, together with the rights and goodwill described in clause (b) above to the extent necessary to enable Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Assignor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Trademarks constitute all of the federally registered trademarks and applications therefor now owned by Assignor. Assignor shall provide Agent on a quarterly basis with a list of all new federally registered trademarks and federal applications for trademark registrations, if any, which new trademarks and applications shall be subject to the terms and conditions of this Assignment and the other Loan Documents.

4. Effect on Credit Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or any other Loan Document but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Trademarks, whether established hereby, by the Credit Agreement, by any other Loan Documents, agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, AGENT SHALL NOT HAVE THE RIGHT TO USE AND ENFORCE THE TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE OF AN EVENT OF DEFAULT ASSIGNOR

SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Assignment shall be binding upon Assignor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

7. CONSENT TO JURISDICTION. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS AND IRREVOCABLY AGREES THAT, SUBJECT TO AGENT'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE CREDIT AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE LITIGATED IN SUCH COURTS. ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

8. JURY TRIAL WAIVER. ASSIGNOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE CREDIT AGREEMENT AND ANY OTHER LOAN DOCUMENT. ASSIGNOR AND AGENT EACH ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE CREDIT AGREEMENT AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. ASSIGNOR AND

AGENT HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

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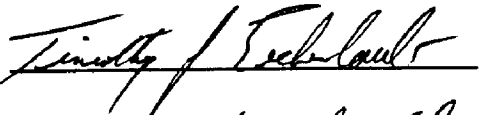
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

AMERICAN STUDENT TRAVEL, INC.

By: 

Title: V.P.

Accepted and Agreed to:  
HELLER FINANCIAL, INC., as Agent  
500 West Monroe Street  
Chicago, Illinois 60661

By: 

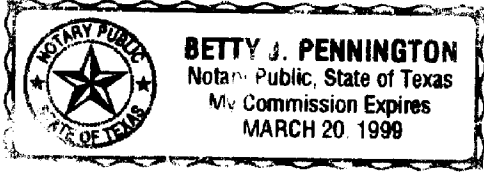
Its: Senior Vice President

[Signature Page to Assignment for Security of Trademarks]

TRADEMARK  
REEL: 1823 FRAME: 0677

STATE OF Texas )  
 ) SS  
COUNTY OF Harris )

The foregoing Assignment for Security of Trademarks was executed and acknowledged before me this 17th of November, 1998, by Wm T Johnson personally known to me to be the Vice President of American Student Travel, Inc., a Texas corporation, on behalf of such corporation.



*Betty J. Pennington*  
Notary Public

My commission expires: March 20, 1999

STATE OF GEORGIA

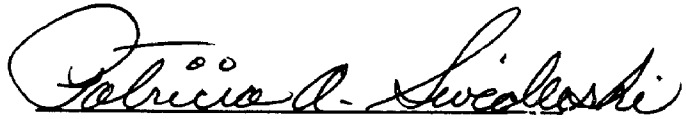
)

COUNTY OF Cobb

) SS

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The foregoing Assignment for Security of Trademarks was executed and acknowledged before me this 16<sup>th</sup> of October, 1998, by <sup>TIMOTHY J</sup>Gichenhub personally known to me to be the Sr. Vice Pres. of Heller Financial, Inc., a Delaware corporation, on behalf of such corporation.



Notary Public

My commission expires: 12-18-2000



**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Date</u>
American Student Travel	1626329	July 9, 1996
American Group Travel	1755762	June 26, 1998