

06-16-1999



MRO 6-9-99

RECC 101068604
COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name The Chase Manhattan Bank

Execution Date
Month Day Year
 05 26 1999

Formerly Chemical Bank

- Individual General Partnership Limited Partnership Corporation Association
- Other a New York banking corporation
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name The Delta Queen Steamboat Co.

OBA/AKATA Formerly knowns as DQSC-2, Inc.

Composed of

Address (line 1) Robin Street Wharf

Address (line 2) 1380 Port of New Orleans Place

Address (line 3) New Orleans

LA

70130-1890

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

4 Trademark Applications as listed in Annex II of Release of Security Interest

18 Trademark Registrations as listed in Annex II of Release of Security Interest

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

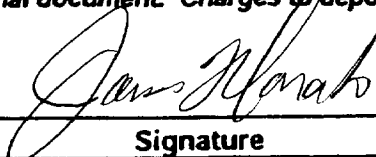
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

James F. Donato



6/4/99

Name of Person Signing

Signature

Date Signed

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
--	--	--------------------------

[List chronologically in ascending numerical order]

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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[List chronologically in ascending numerical order]

[Add foreign registrations on separate schedule if appropriate]

TRADEMARK

REEL 1045 FRAME 366

SCHEDULE A TO
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

<u>MARK</u>	<u>STATUS</u>	<u>REG. NO. / SERIAL NO.</u>	<u>GOODS/SERVICES</u>
DELTA QUEEN	Registered	Reg. No.: 1,532,074 ✓	Shirts, T-Shirts, Hats, and Sweaters
MISSISSIPPI QUEEN	Registered	Reg. No.: 1,561,000 ✓	Shirts, T-Shirts, Hats, and Sweaters
STEAMBOATIN'	Registered	Reg. No.: 1,536,459 ✓	Shirts, T-Shirts, Hats, and Sweaters
MISC. DESIGN	Registered	Reg. No.: 1,533,222 ✓	Shirts, T-Shirts, Hats, and Sweaters
STEAMBOATIN'	Registered	Reg. No.: 1,505,375 ✓	Hotel, Restaurant and Bar Services Provided Onboard A Riverboat
DELTA QUEEN LOGO	Registered	Reg. No.: 1,154,221 ✓	Transporting Passengers And Goods By Steamers
MISSISSIPPI QUEEN and Letters	Registered	Reg. No.: 1.050.954 ✓	Transporting Passengers And Goods By Steamers
THE DELTA QUEEN STEAMBOAT CO. 1890 1990 100TH ANNIVERSARY and Design	Registered	Reg. No.: 1,668,910 ✓	Hotel, Restaurant And Bar Services Provided Onboard A Riverboat
THE GREAT STEAMBOAT RACE	Registered	Reg. No. 1,428,832 ✓	Hotel, Restaurant and Bar Services Provided On Board A Riverboat
LIVE THE LEGEND	Registered	Reg. No.: 1,659,195 ✓	Hotel, Restaurant And Bar Services Provided Onboard A Riverboat
STEAMBOATIN'	Pending Intent To Use	Serial No.: 74/234,765 ✓	Casino Services Provided Upon A River Boat
AMERICA	Pending Intent To Use	Serial No.: 74/235,591 ✓	Casino Services Provided Upon A River Boat
FRONT PORCH OF AMERICA	Pending Intent To Use	Serial No.: 74/295,180 ✓	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat
STEAMBOATIN' NEW ORLEANS STYLE	Pending	Filed: 2/18/93 Serial No.: 74/361,435 ✓	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat

TRADEMARK

REEL 1045 FRAME 367

<u>MARK</u>	<u>STATUS</u>	<u>REG. NO. / SERIAL NO.</u>	<u>GOODS / SERVICES</u>
AMERICAN QUEEN	Pending Intent To Use	Filed: 3/26/93 Serial No.: 74/372,288 ✓	Shirts, T-Shirts, Hats And Sweaters
AMERICAN QUEEN	Pending Intent To Use	Filed: 3/26/93 Serial No.: 74/372,255 ✓	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat
AMERICAN QUEEN	Pending Intent To Use	Filed: 3/26/93 Serial No.: 74/372,250 ✓	Transporting Passengers And Goods By Steamers
AMERICAN QUEEN	Pending Intent To Use	Filed: 3/26/93 Serial No.: 74/372,292 ✓	Glassware, Namely Cups, Mugs, Drinking Glasses, Ashtrays And Trays
CAJUN CHRISTMAS/ SHOPPING SPREE	Pending	Serial No.: 74/332,432	Riverboat Cruise Services
MUSIC OF THE RIVERS	Pending	Serial No.: ✓ 74/332,433	Riverboat Cruise Services
RIVER HERITAGE	Pending	Serial No.: ✓ 74/332,319	Riverboat Cruise Services
FOUR RIVERS	Pending	Serial No.: 74/332,318 ✓	Riverboat Cruise Services

TRADEMARK

REEL 1045 FRAME 368

RELEASE OF SECURITY INTEREST - TRADEMARKS

WHEREAS, The Delta Queen Steamboat Co. (formerly known as DQSC-2, Inc.), a Delaware corporation (the "Borrower"), certain financial institutions parties thereto (the "Lenders") and The Chase Manhattan Bank (formerly known as Chemical Bank), as agent (the "Agent") for the Lenders, are parties to that certain Credit Agreement dated as of August 3, 1993, (as amended, restated, supplemented or modified from time to time, the "Credit Agreement");

WHEREAS, Borrower has executed that certain Trademark Collateral Security and Pledge Agreement dated August 3, 1993 (the "Collateral Agreement"), in favor of the Agent;

WHEREAS, pursuant to the Collateral Agreement, Borrower granted a security interest in favor of the Agent in the Pledged Trademarks (as such term is defined in the Collateral Agreement) including the trademarks, trademark registrations and trademark applications listed on Schedule A attached thereto;

WHEREAS, the Collateral Agreement was recorded on August 11, 1993 with the United States Patent and Trademark Office at Reel 1045, Frame 348, a copy of which is attached hereto as Annex I;

WHEREAS, the Agent desires to release its security interest and waive all of its right, title and interest in such Pledged Trademarks, including the trademarks, trademark registrations and trademark applications listed on Schedule A to the Collateral Agreement;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby releases its security interest and waives all of its right, title and interest in such Pledged Trademarks, including the trademarks, trademark registrations and trademark applications listed on Annex II attached hereto.

IN WITNESS WHEREOF, the Agent has caused this Release of Security Interest - Trademarks to be duly executed by its duly authorized officer this 26th day of May, 1999.

THE CHASE MANHATTAN BANK
(formerly known as Chemical Bank),
as Agent,

By: 

Steven J. Faliski

Name: _____

Title: Vice President

Annex I

Trademark Collateral Security and Pledge Agreement

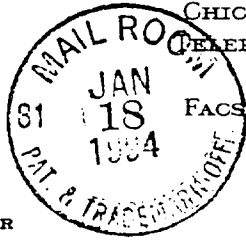
(Attached)



SIDLEY & AUSTIN
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 853-7000
TELEX 25-4364
FACSIMILE 312: 853-7036

LONDON
SINGAPORE
TOKYO



FOUNDED 1866



LOS ANGELES
NEW YORK
WASHINGTON, D.C.
WRITER'S DIRECT NUMBER
(312) 853-4094

TRADEMARK RECORDATION FORM COVER SHEET

BY EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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

- 1. Conveying Party(ies): DQSC-2, INC., a Delaware corporation
- 2. Receiving Party(ies): CHEMICAL BANK, a New York banking corporation
200 Jericho Quadrangle
Jericho, NY 11743
- 3. Nature of Conveyance: Trademark Collateral Security and Pledge Agreement *OS*

Execution date of document: August 3, 1993

- 4. Trademark application number(s) or trademark registration number(s): Ten (10) U.S. Trademark Registrations and twelve (12) U.S. Trademark Applications listed in the attached Schedule A.
- 5. Correspondence concerning document should be mailed to:

Margaret H. Domin
Legal Assistant
Sidley & Austin
Suite 4900
One First National Plaza
Chicago, IL 60603

TRADEMARK

REEL 1045 FRAME 348

8/11/93

Handwritten notes and stamps in bottom right corner.

- 6. Total number of trademark applications and trademark registrations involved: Twenty-two (22) U.S. Trademark Registrations and U.S. Trademark Applications.
- 7. Total fee enclosed: \$555

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.

MARGARET H. DOMIN
Name

M. Domin
Signature

October 18, 1993

Total number of pages comprising this cover sheet: ~~24~~²⁶ - 10

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postage Service by Express Mail, postage prepaid, Express Mail No. GB578732187 in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, DC 20231 on October 18, 1993.

M. Domin
Margaret H. Domin

cc: Tracy Czerwonka (w/enc.)

TRADEMARK
REEL 1045 FRAME 349

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515-482-D



SIDLEY & AUSTIN

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603
TELEPHONE 312: 853-7000
TELEX 25-4364
FACSIMILE 312: 853-7036

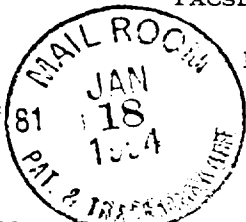
LONDON
SINGAPORE
TOKYO

TRADEMARK

REEL 1045 FRAME 50

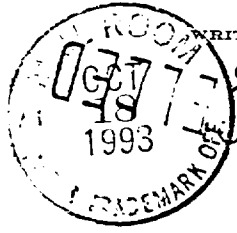


LOS ANGELES
NEW YORK
WASHINGTON, D.C.



FOUNDED 1866

WRITER'S DIRECT NUMBER
(312) 853-4094



TRADEMARK RECORDATION FORM COVER SHEET

BY EXPRESS MAIL

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

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

1. Conveying Party(ies): DQSC-2, INC., a Delaware corporation
2. Receiving Party(ies): CHEMICAL BANK, a New York banking corporation
3. Nature of Conveyance: Trademark Collateral Security and Pledge Agreement

Execution date of document: August 3, 1993

4. Trademark application number(s) or trademark registration number(s): Ten (10) U.S. Trademark Registrations and twelve (12) U.S. Trademark Applications listed in the attached Schedule A.
5. Correspondence concerning document should be mailed to:

Margaret H. Domin
Legal Assistant
Sidley & Austin
Suite 4900
One First National Plaza
Chicago, IL 60603

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93 BA 09/01/93 1532074

0 481 40.00 DK

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90 BA 09/01/93 1532074

0 482 515.00 DK

- 6. Total number of trademark applications and trademark registrations involved: Twenty-two (22) U.S. Trademark Registrations and U.S. Trademark Applications.
- 7. Total fee enclosed: \$555

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.

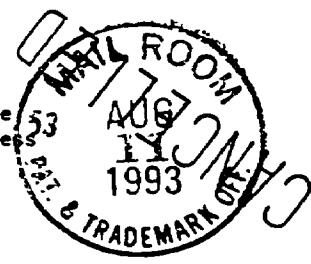
MARGARET DOMIN *M. Domin* August 11, 1993
 Name Signature

Total number of pages comprising this cover sheet: 24

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postage Service by Express Mail, postage prepaid, Express Mail No. GB360760917 in an envelope addressed to the Commissioner of Patents and Trademarks, Washington, DC 20231 on August 11, 1993.

M. Domin
 Margaret H. Domin



cc: Tracy Czerwonka (w/enc.)

TRADEMARK

REEL 1045 FRAME 51

TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of August 3, 1993 ("Trademark Agreement") is entered into by DQSC-2, INC., a Delaware corporation (the "Assignor") in favor of CHEMICAL BANK, a New York banking corporation, as agent (hereinafter in such capacity, the "Agent") for itself and the Lenders (as referred to and defined in the "Credit Agreement" described below).

WHEREAS, the Company, THE DELTA QUEEN STEAMBOAT CO., THE FINANCIAL INSTITUTIONS LISTED ON THE SIGNATURE PAGES THEREOF and each other financial institution which from time to time becomes a party thereto in accordance with Section 11.02(a) (together with their respective successors and assigns, individually, a "Lender" and, collectively, the "Lenders") and the Agent are parties to that certain Credit Agreement, dated as of August 3, 1993 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the Lenders' making any loans or otherwise extending credit to the Assignor under the Credit Agreement that the Assignor execute and deliver to the Agent, for the benefit of the Lenders and the Agent, a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Agent, for the benefit of the Lenders and the Agent, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

§1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition, the following terms shall have the meanings set forth in this Section 1 or elsewhere in this Trademark Agreement referred to below:

TRADEMARK

REEL 1045 FRAME 352

Assignments of Marks. See Section 2(a).

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all copyrights, trade secrets, confidential information, know-how, methods and operating systems, drawings, descriptions, formulations, product and service specifications, catalogs, price lists, and advertising materials, relating to the provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all supplies and services used in the sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by the Assignor or third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future

TRADEMARK

REEL 1045 FRAME 354

infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, which (a) are set forth on Schedule A hereto, or (b) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (c) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in the Credit Agreement shall be applicable to this Trademark Agreement.

§2. Grant of Security Interest.

(a) As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent for the benefit of the Lenders and the Agent. In addition, the Assignor has executed in blank and delivered to the Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Trademark Agreement and the Security Agreement.

(b) In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2(a), the Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the benefit of the Lenders and the Agent, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect

only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Agent or its nominee in lieu of foreclosure).

(c) Pursuant to the Security Agreement the Assignor has granted to the Agent, for the benefit of the Lenders and the Agent, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

TRADEMARK

REEL 1045 FRAME 356

§3. Representations, Warranties and Covenants. The Assignor represents, warrants and covenants that: (a) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (b) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (c) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (d) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (e) no claim has been made that the use of any of the Trademarks does or

may violate the rights of any third Person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (f) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third Persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (g) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (h) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this Section 3; and (k) except for the filing of financing statements with Secretary of State of Louisiana under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (i) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (ii) for the perfection of or the exercise by the Agent of any of its rights and remedies hereunder.

TRADEMARK

§4. No Transfer or Inconsistent Agreements. Without the Agent's prior written consent the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

§5. After-acquired Trademarks, Etc.

(a) If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Agent notice thereof in writing and execute and deliver to the Agent such documents or

instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

(b) The Assignor authorizes the Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Sections 2 or 6.

§6. Trademark Prosecution.

(a) The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Agent and the Lenders harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Agent or any Lender in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Agent.

(b) The Assignor shall have the right and the duty, through trademark counsel acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Agent, which consent shall not be unreasonably withheld.

(c) The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject the Agent or any Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent and each Lender for all damages, costs and expenses, including legal fees, incurred by the Agent or any Lender pursuant to this Section 6(c).

(d) In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks.

(e) Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

§7. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in Section 2(b) hereof), the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Agent, may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase

TRADEMARK

REEL 1045 FRAME 359

or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

§8. Collateral Protection. If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any cost or expense incurred by the Agent in so doing.

§9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint that Agent (and any officer or agent of the Agent as the Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third Person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third Person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Agent and the Lenders from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

TRADEMARK

REEL 1045 FRAME 360

§10. Agent. The agent shall exercise its rights and remedies hereunder in accordance with the provisions of the Credit Agreement, including without limitation the provisions for acting upon the request or at the direction of one or more of the Lenders.

§11. Further Assurances. The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement,

or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

§12. Termination. At such time as all of the Obligations have been indefeasibly paid and satisfied in full and all financial arrangements among the Assignor and the Lenders terminated, and after any payments required by Section 9-504(1)(c) of the Uniform Commercial Code have been made, this Trademark Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and revest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignor pursuant to this Trademark Agreement, to the extent not theretofore disposed of pursuant to the provisions hereof, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant hereto or to the Security Agreement.

§13. Course of Dealing. No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise by the Agent of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

§14. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' and paralegals' fees and expenses incurred by the Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

§15. Overdue Amounts. Until paid, all amounts due and payable by the Assignor hereunder shall be Obligations secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the Default Rate as set forth in the Credit Agreement.

§16. No Assumption of Liability; Indemnification.
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN,

NEITHER THE AGENT NOR ANY LENDER ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE AGENT OR ANY LENDER WITH RESPECT TO SUCH LIABILITIES.

§17. Notice, Etc. All notices, requests and other communications hereunder shall be made in the manner set forth in the Credit Agreement.

§18. Amendment and Waiver. This Trademark Agreement is subject to modification only by a writing signed by the Agent (with the consent of the Required Lenders) and the Assignor, except as provided in Section 5(b). The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be writing and signed by the Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

§19. GOVERNING LAW. THE AGENT HEREBY ACCEPTS THIS AGREEMENT, ON BEHALF OF ITSELF AND THE LENDERS, AT NEW YORK, NEW YORK BY ACKNOWLEDGING AND AGREEING TO IT THERE. ANY DISPUTE AMONG ANY OF THE ASSIGNOR, THE AGENT AND ANY LENDER ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

§20. CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL.

(A) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SUBSECTION (B), EACH OF THE PARTIES HERETO AGREES THAT ALL DISPUTES AMONG THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED EXCLUSIVELY BY STATE OR FEDERAL COURTS LOCATED IN NEW YORK, NEW YORK, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK, NEW YORK. EACH OF THE PARTIES HERETO WAIVES IN ALL DISPUTES BROUGHT PURSUANT TO THIS SUBSECTION ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(B) OTHER JURISDICTIONS. THE COMPANY AGREES THAT THE AGENT OR ANY LENDER SHALL HAVE THE RIGHT TO PROCEED AGAINST THE

COMPANY OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SUCH PERSON TO (1) OBTAIN PERSONAL JURISDICTION OVER THE COMPANY OR (2) REALIZE ON THE COLLATERAL (INCLUDING, WITHOUT LIMITATION, THE REAL PROPERTY COLLATERAL) OR ANY OTHER SECURITY FOR THE OBLIGATIONS OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PERSON. THE COMPANY AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY SUCH PERSON TO REALIZE ON THE COLLATERAL (INCLUDING, WITHOUT LIMITATION, THE REAL PROPERTY COLLATERAL) OR ANY OTHER SECURITY FOR THE OBLIGATIONS OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PERSON. THE COMPANY WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SUCH PERSON HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION.

(C) SERVICE OF PROCESS. THE COMPANY WAIVES PERSONAL SERVICE OF ANY PROCESS UPON IT AND, AS ADDITIONAL SECURITY FOR THE OBLIGATIONS, IRREVOCABLY APPOINTS CT CORPORATION SYSTEM, THE COMPANY'S REGISTERED AGENT, WHOSE ADDRESS IS 1633 BROADWAY, NEW YORK, NEW YORK 10019, AS THE COMPANY'S AGENT FOR THE PURPOSE OF ACCEPTING SERVICE OF PROCESS ISSUED BY ANY COURT. THE COMPANY IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith IN ANY JURISDICTION SET FORTH ABOVE.

TRADEMARK

REEL 1045 FRAME 363

(D) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

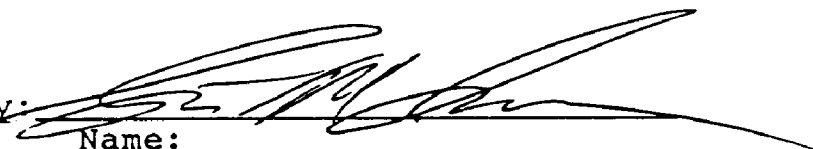
(E) WAIVER OF BOND. THE COMPANY WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL (INCLUDING, WITHOUT LIMITATION, THE REAL PROPERTY COLLATERAL) OR ANY OTHER SECURITY FOR THE OBLIGATIONS OR TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

§21. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not

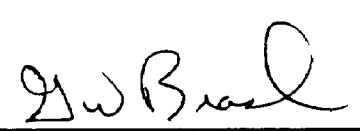
define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent, the Lenders and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as is such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

DQSC-2, INC.

By: 
Name:
Title:

CHEMICAL BANK
as Agent

By: 
Name:
Title:

TRADEMARK

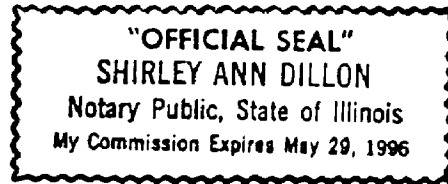
REEL 1045 FRAME 364

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 3rd day of August, 1993, personally appeared Steve Isaacson to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of DQSC-2, Inc., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Steve Isaacson acknowledged said instrument to be the free act and deed of said corporation.

Shirley Ann Dillon
Notary Public
My commission expires:



TRADEMARK

REEL 1045 FRAME 365

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, _____, a corporation organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized and existing under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ____ day of _____, 199__.

[Assignor] _____

By: _____

Title: _____

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by

TRADEMARK

REEL 1045 FRAME 369

the Assignor to the Assignee is hereby accepted as of the ____ day of _____, 199__.

[Assignee] _____

By: _____

Title: _____

STATE OF _____

)

COUNTY OF _____

)

ss.

)

On this the ____ day of _____, 199__, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of _____ and that being duly authorized (s)he signed such instrument as a free act on behalf of _____.

Notary Public

My commission expires:

[Seal]

TRADEMARK

REEL 1045 FRAME 370

ANNEX TO
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

<u>MARK</u>	<u>STATUS</u>	<u>REG. NO. / SERIAL NO.</u>	<u>GOODS/SERVICES</u>
DELTA QUEEN	Registered	Reg. No.: 1,532,074	Shirts, T-Shirts, Hats, and Sweaters
MISSISSIPPI QUEEN	Registered	Reg. No.: 1,561,000	Shirts, T-Shirts, Hats, and Sweaters
STEAMBOATIN'	Registered	Reg. No.: 1,536,459	Shirts, T-Shirts, Hats, and Sweaters
MISC. DESIGN	Registered	Reg. No.: 1,533,222	Shirts, T-Shirts, Hats, and Sweaters
STEAMBOATIN'	Registered	Reg. No.: 1,505,375	Hotel, Restaurant and Bar Services Provided Onboard A Riverboat
DELTA QUEEN LOGO	Registered	Reg. No.: 1,154,221	Transporting Passengers And Goods By Steamers
MISSISSIPPI QUEEN and Letters	Registered	Reg. No.: 1.050.954	Transporting Passengers And Goods By Steamers
THE DELTA QUEEN STEAMBOAT CO. 1890 1990 100TH ANNIVERSARY and Design	Registered	Reg. No.: 1,668,910	Hotel, Restaurant And Bar Services Provided Onboard A Riverboat
THE GREAT STEAMBOAT RACE	Registered	Reg. No. 1,428,832	Hotel, Restaurant and Bar Services Provided On Board A Riverboat
LIVE THE LEGEND	Registered	Reg. No.: 1,659,195	Hotel, Restaurant And Bar Services Provided Onboard A Riverboat
STEAMBOATIN'	Pending Intent To Use	Serial No.: 74/234,765	Casino Services Provided Upon A River Boat
AMERICA	Pending Intent To Use	Serial No.: 74/225,591	Casino Services Provided Upon A River Boat
FRONT PORCH OF AMERICA	Pending Intent To Use	Serial No.: 74/295,180	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat
STEAMBOATIN' NEW ORLEANS STYLE	Pending	Filed: 2/18/93 Serial No.: 74/361,435	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat

TRADEMARK

REEL 045 FRAME 72

<u>MARK</u>	<u>STATUS</u>	<u>REG. NO. / SERIAL NO.</u>	<u>GOODS/SERVICES</u>
AMERICAN QUEEN	Pending Intent To Use	Filed: 3/26/93 Serial No.: 74/372,288	Shirts, T-Shirts, Hats And Sweaters
AMERICAN QUEEN	Pending Intent To Use	Filed: 3/26/93 Serial No.: 74/372,255	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat
AMERICAN QUEEN	Pending Intent To Use	Filed: 3/26/93 Serial No.: 74/372,250	Transporting Passengers And Goods By Steamers
AMERICAN QUEEN	Pending Intent To Use	Filed: 3/26/93 Serial No.: 74/372,292	Glassware, Namely Cups, Mugs, Drinking Glasses, Ashtrays And Trays
CAJUN CHRISTMAS/ SHOPPING SPREE	Pending	Serial No.: 74/332,432	Riverboat Cruise Services
MUSIC OF THE RIVERS	Pending	Serial No.: 74/332,433	Riverboat Cruise Services
RIVER HERITAGE	Pending	Serial No.: 74/332,319	Riverboat Cruise Services
FOUR RIVERS	Pending	Serial No.: 74/332,318	Riverboat Cruise Services

TRADEMARK

REEL 1045 FRAME 373

AUG 11 1993
RECORDED
PATENT AND TRADEMARK
OFFICE

ANNEX II TO
RELEASE OF SECURITY INTEREST - TRADEMARKS

<u>MARK</u>	<u>STATUS</u>	<u>REG. NO./ SERIAL NO.</u>	<u>GOODS/SERVICES</u>
DELTA QUEEN	Registered	Reg. No.: 1,532,074	Shirts, T-Shirts, Hats, and Sweaters
MISSISSIPPI QUEEN	Registered	Reg. No.: 1,561,000	Shirts, T-Shirts, Hats and Sweaters
STEAMBOATIN'	Registered	Reg. No.: 1,536,459	Shirts, T-Shirts, Hats and Sweaters
MISC. DESIGN	Registered	Reg. No.: 1,533,222	Shirts, T-Shirts, Hats and Sweaters
STEAMBOATIN'	Registered	Reg. No.: 1,505,375	Hotel, Restaurant and Bar Services Provided Onboard A Riverboat
DELTA QUEEN LOGO	Registered	Reg. No.: 1,154,221	Transporting Passengers And Goods By Steamers
MISSISSIPPI QUEEN and Letters	Registered	Reg. No.: 1,050,954	Transporting Passenger And Goods By Steamers
THE DELTA QUEEN STEAMBOAT CO. 1890 1990 100TH ANNIVERSARY and Design	Registered	Reg. No.: 1,668,910	Hotel, Restaurant And Bar Services Provided Onboard A Riverboat
THE GREAT STEAMBOAT RACE	Registered	Reg. No. 1,428,832	Hotel, Restaurant and Bar Services provided On Board A Riverboat
LIVE THE LEGEND	Registered	Reg. No.: 1,659,195	Hotel, Restaurant And Bar Services Provided Onboard A Riverboat
STEAMBOATIN'	Pending Intent To Use	Serial No.: 74/234,765	Casino Services Provided Upon A River Boat
AMERICA	Pending Intent To Use	Serial No.: 74/235,591	Casino Services Provided Upon A River Boat
FRONT PORCH OF AMERICA	Registered	Reg. No. 2,043,928	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat

<u>MARK</u>	<u>STATUS</u>	<u>REG. NO./ SERIAL NO.</u>	<u>GOODS/SERVICES</u>
STEAMBOATIN' NEW ORLEANS STYLE	Pending	Filed: 2/18/93 Serial No.: 74/361,435	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat
AMERICAN QUEEN	Registered	Reg. No. 1,951,681	Shirts, T-Shirts, Hats And Sweaters
AMERICAN QUEEN	Registered	Reg. No. 1,953,533	Hotel, Restaurant, And Bar Services Provided Onboard A Riverboat
AMERICAN QUEEN	Registered	Reg. No. 1,953,532	Transporting Passengers And Goods By Steamers
AMERICAN QUEEN	Registered	Reg. No. 1,953,534	Glassware, Namely Cups, Mugs, Drinking Glasses, Ashtrays And Trays
CAJUN CHRISTMAS/ SHOPPING SPREE	Pending	Serial No.: 74/332,432	Riverboat Cruise Services
MUSIC OF THE RIVERS	Registered	Reg. No. 1,779,248	Riverboat Cruise Services
RIVER HERITAGE	Registered	Reg. No. 1,781,786	Riverboat Cruise Services
FOUR RIVERS	Registered	Reg. No. 1,871,599	Riverboat Cruise Service

::CDMA\PCDOCS\CHICAGO4\831504\1 April 20, 1999 (2:42pm)