FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-10-1999

101111785

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

8-4-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 06-30-99

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: D-FW TRAVEL ARRANGEMENTS, INC.

Execution Date Month Day Year: 06-30-99

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization: Texas

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: BANK OF AMERICA, N.A.

DBA/AKA/TA: NATIONSBANK, N.A.

Composed of:

Address (line 1): One Financial Center, 13th Floor

Address (line 2):

Address (line 3): Ft. Lauderdale (City) Florida, United States (State/Country) 33394 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[X] Other: National Banking Association

[ ] Citizenship/State of Incorporation/Organization:

[ ] 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.)*

08/10/1999 DCOATES 00000071 1922492
01 FC:481 40.00 OP

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 Practice. 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: Jill M. Vales, Senior Vice President

Address (line 1): Travel Services Itnernational, Inc.

Address (line 2): 200 Congress Park Drive, Suite 300

Address (line 3): Delray Beach, Florida 33445

Address (line 4):

Correspondent Name and Address

Area Code and Telephone Number: (704) 343-2000

Name: Lucy L. Tate, Esq.

Address (line 1): Smith Helms Mulliss & Moore, L.L.P.

Address (line 2): 201 North Tryon Street

Address (line 3): Charlotte, North Carolina 28202

Address (line 4):

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 14

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).

Trademark Application Number(s)			Registration Number(s)		
			1,922,492		

Number of Properties

Enter the total number of properties involved. # 1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 40.00

Method of Payment: Enclosed [x] 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.

Jill M. Vales	Jill M. Vales	July 30, 1999
Name of Person Signing	Signature	Date Signed

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "***Agreement***"), is dated as of the 30th day of June, 1999, by and between **EACH OF THE UNDERSIGNED** (each a "***Grantor***" and collectively the "***Grantors***") in favor of **BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A.** (the "***Secured Party***").

WITNESSETH:

WHEREAS, each Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on ***Schedule 1*** attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "***Trademark Rights***"); and

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of June 30, 1999 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "***Security Agreement***" - capitalized terms used herein and not defined herein shall have the meanings therein ascribed to them), by and among the Grantors and the Secured Party, each Grantor has regranted or granted, as the case may be, to the Secured Party a security interest in all right, title and interest of such Grantor in and to, among other things, the Trademark Rights;

NOW, THEREFORE, in order to record the grant or regrant, as the case may be, of such security interest, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby further grants and regrants to the Secured Party a security interest in, and makes and confirms to the Secured Party a collateral assignment of, the entire right, title, and interest of such Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to the Secured Party for the payment of all the Secured Obligations, shall constitute a part of the Collateral and shall be subject to all of the applicable terms and conditions of the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Trademark Rights are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by this reference as if fully set forth herein.

Notwithstanding the foregoing, unless and until the Secured Party exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, each Grantor shall own, and may use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the

security interest granted herein and in the Security Agreement, or otherwise with the consent of the Secured Party.

The security interest in and collateral assignment of the Trademark Rights granted and regranted hereunder and under the Security Agreement shall remain in full force and effect until the termination of the Security Agreement and the payment and satisfaction in full of the Secured Obligations. At such time the Secured Party shall promptly execute and deliver to the Grantors, or to a third party upon any such Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by each Grantor, all as may be necessary to release the Secured Party's security interest in the Trademark Rights, all at the cost and expense of the Grantors.

This Agreement shall inure to the benefit of the Secured Party and its successors and assigns and bind the Grantors and their successors and assigns.

The address of the Secured Party is One Financial Plaza, 13th Floor, Ft. Lauderdale, Florida 33394.

TRADEMARK
REEL: 001941 FRAME: 0506

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed by its officers thereunto duly authorized, as of the date first above written

TRAVEL SERVICES INTERNATIONAL, INC.

By: Jill M. Vales
Name: Jill M. Vales
Title: Senior Vice President, Chief Financial Officer

TTC HOLDINGS, INC.
TTC, INC.
TRAVEL TREASURY HOLDINGS, INC.
TRAVEL TREASURY, INC.
INCENTIVE HOLDING CORP.
INCENTIVE CORP.
VACATION & TOUR HOLDING CORP.
VACATION & TOUR CORP.
AUTO RENTAL HOLDING CORP.
AUTO RENTAL CORP
LODGING HOLDING CORP.
LODGING CORP.
CRUISE HOLDING CORP.
CRUISE CORP
TRAVEL MANAGEMENT HOLDINGS, INC.
TRAVEL MANAGEMENT, INC.
TRAVEL MANAGEMENT LIMITED, INC.
TRAVEL TECHNOLOGY HOLDINGS, INC.
TRAVEL TECHNOLOGY, INC.
TRAVEL TECHNOLOGY LIMITED, INC.
AIR TICKET HOLDING CORP.
AIR TICKET CORP
NERVE HOLDING CORP.

By: Jill M. Vales
Name: Jill M. Vales
Title: President

Document: 292576

LIFESTYLE VACATION INCENTIVES, INC.
AHI INTERNATIONAL CORPORATION
AUTONET INTERNATIONAL, INC.
LEXINGTON SERVICES, INC.
LEXINGTON SERVICES LIMITED, INC.
ABC CORPORATE SERVICES, INC.
THE ANTHONY DEAN CORPORATION
CRUISEWORLD, INC.
SHIP 'N' SHORE CRUISES, INC.
CRUISE MART, INC.
CRUISE TIME, INC.
SNS COACH LINE, INC.
SNS TRAVEL MARKETING, INC.
GOLD COAST TRAVEL AGENCY CORPORATION, INC.
THE CRUISE LINE, INC.
GOODFELLOW ENTERPRISES, INC.
1 800 CRUISES, INC.
JUBILEE ENTERPRISES, INC.
CRUISE OUTLETS OF THE CAROLINAS, INC.
CRUISES, INC.
CRUISE ONE, INC.
LANDRY & KLING, INC.
D-FW TRAVEL ARRANGEMENTS, INC.
DIPLOMAT TOURS, INC.

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

LEXINGTON SERVICES ASSOCIATES, LTD.

By: LEXINGTON SERVICES, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: Vice President

TRAVEL MANAGEMENT CENTER, LTD.

By: TRAVEL MANAGEMENT, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: President

TRAVEL TECHNOLOGY, LTD.

By: TRAVEL TECHNOLOGY, INC.,
its General Partner

By: Jill M. Vales
Name: Jill M. Vales
Title: President

AUTO EUROPE, LLC

By: AUTO RENTAL CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: ~~Vice~~ President

CRUISES ONLY, LLC

By: CRUISE CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: ~~Vice~~ President

TRAVEL 800, LLC

By: AIR TICKET CORP, its Sole Member

By: Jill M. Vales
Name: Jill M. Vales
Title: ~~Vice~~ President

Accepted and agreed to:

BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A.

By: Cheryl R Moncure

Name: Cheryl R. Moncure

Title: Senior Vice President

Document: 292576

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Senior Vice President, Chief Financial Officer of Travel Services International, Inc., who acknowledged that she signed same as a free act for and on behalf of the identified corporation with authority to do so.

Kimberly B. Saltrick, Notary Public

Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

Document: 292576

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as President of TTC Holdings, Inc., TTC, Inc., Travel Treasury Holdings, Inc., Travel Treasury, Inc., Incentive Holding Corp., Incentive Corp., Vacation & Tour Holding Corp., Vacation & Tour Corp., Auto Rental Holding Corp., Auto Rental Corp, Lodging Holding Corp., Lodging Corp., Cruise Holding Corp., Cruise Corp, Travel Management Holdings, Inc., Travel Management, Inc., Travel Management Limited, Inc., Travel Technology Holdings, Inc. , Travel Technology, Inc., Travel Technology Limited, Inc., Air Ticket Holding Corp., Air Ticket Corp, and Nerve Holding Corp., who acknowledged that she signed same as a free act for and on behalf of the identified corporations with authority to do so.

Kimberly B. Saltrick

Kimberly B. Saltrick, Notary Public

Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

Document: 292576

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Jill M. Vales, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Vice President of Lifestyle Vacation Incentives, Inc., AHI International Corporation, AutoNet International, Inc., Lexington Services, Inc., Lexington Services Limited, Inc., ABC Corporate Services, Inc., The Anthony Dean Corporation, Cruiseworld, Inc., Ship 'N' Shore Cruises, Inc., Cruise Mart, Inc., Cruise Time, Inc., SNS Coach Line, Inc., SNS Travel Marketing, Inc., Gold Coast Travel Agency Corporation, Inc., The Cruise Line, Inc., Goodfellow Enterprises, Inc., 1 800 Cruises, Inc., Jubilee Enterprises, Inc., Cruise Outlets of the Carolinas, Inc., Cruises, Inc., Cruise One, Inc., Landry & Kling, Inc., D-FW Travel Arrangements, Inc., Diplomat Tours, Inc., who acknowledged that she signed same as a free act for and on behalf of the identified corporations with authority to do so.

Kimberly B. Saltrick, Notary Public

Commission Expiration Date: August 11, 2002

[NOTARY SEAL]

Document: 292576

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

On this 30th day of July, 1999, before me appeared Cheryl R. Moncure , the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Senior Vice President of BANK OF AMERICA, N.A. d/b/a NATIONSBANK, N.A. , who acknowledged that he signed same as a free act for and on behalf of the identified corporation with authority to do so.

Emily A Sample

Emily A. Sample, Notary Public

Commission Expiration Date: October 6, 2002

[NOTARY SEAL]

Document: 292576

SCHEDULE I
TRADEMARKS

Trademarks

Owner	Registration Title	Registration Number	Date
Auto Europe, LLC	Auto-Europe	1,398,893	06/24/86
Auto Europe, LLC	Sky Drive	2,002,726	09/24/96
Cruise One, Inc.	CRUISEONE	1,799,689	10/19/93
Cruise One, Inc.	LEISUREONE	2,098,263	09/16/97
Cruise One, Inc.	CRUISE FINDER	74/707498	12/03/96
Cruise One, Inc.	CRUISE SCAN	74/707499	11/12/96
Cruises, Inc.	CRUISES INC. & design	2,095,180	09/09/97
Cruises, Inc.	THE CRUISE DIRECTORY	75263390	03/21/97
D-FW Travel Arrangements, Inc.	GET UP 'N GO VACATIONS	1,922,492	09/26/95
Lexington Services Associates, Ltd.	SUITE CONNECTION	1,738,768	12/08/92
Lexington Services Associates, Ltd.	LM	(pending)	
Lexington Services Associates, Ltd.	LexLink	(pending)	
Travel 800, LLC	1-800-FLY-CHEAP	1,861536	11/01/94
Travel 800, LLC	1-800-CHEAP-CRUISE	1,813,249	12/21/93
Travel 800, LLC	1-800-LOW-FARE	(application pending)	

Servicemarks

Owner	Registration Title	Registration Number	Date
Cruises Only, LLC	Cruises Only & Design	(application pending)	
Lexington Services Associates, Ltd.	LEXINGTON	1,072,371	08/30/77
Lexington Services Associates, Ltd.	HOME AWAY FROM HOME	1,152,761	04/28/81
Lexington Services Associates, Ltd.	A SUITE FOR THE PRICE OF A ROOM	1,309,495	12/11/84
The Anthony Dean Corporation	CRUISE FAIRS OF AMERICA	382,767	

Document: 292576