11-29-2000

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FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

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ER SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Bank of America, N.A.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State
☐ Other

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

2. Name and address of receiving party(ies)
Name: Travel 800, LLC
Internal Address: 9th Floor - DE5403
Street Address: 300 Delaware Ave
City: Wilmington State: Del ZIP: 19801

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☑ Limited Partnership
☐ Corporation-State
☐ Other

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☑ Other For release of Assignment and Security Agreement
Execution Date: 6-30-99

4. Application number(s) or patent number(s): 74393969, 74393970

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Bank of America, N.A.
Internal Address: Attn: Brenda J. Johnson
F19-100-01-06

Street Address: P.O. Box 40329

City: Jacksonville State: Fla. ZIP: 32203-0329

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....$ 90.00 (Previously)
☑ 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

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. Bank of America, N.A.
Dawn A. Fields
Asst. Vice President — Name of Person Signing
Dawn A. Fields — Signature
Nov. 28, 2000 — Date

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

C21-831353

Mail documents to be recorded with required cover sheet information to: See Attached copy of the original
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)

RECOF 09-19-2000 ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents: original documents or copy thereof.

1. Name of conveying party(ies): RE
Bank of America N.A.

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

2. Name and address of receiving party(ies)
Name: Travel 800, LLC
Internal Address:

Street Address: 300 Delaware Ave. 9th Floor - DE 5983
City: Wilmington State: Del ZIP: 19801

Additional name(s) & address(es) attached? ☐ Yes ☑ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☑ Other Release of Assignment and Security Agreement

Execution Date: 06-30-99

4. Application number(s) or patent number(s): 74393969, 74393970

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Bank of America N.A.
Internal Address: ATTN. Brenda Johnson
TX4-600-04-06

Street Address: PO Box 6329
City: Jacksonville State: FL ZIP: 32205 6329

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....$ 90.00
☑ 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

09/18/2000 MTHAI1 00000456 74393969
01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

BANK OF AMERICA, N.A.
DAWN A. FIELDS, ASST. VICE PRESIDENT — Dawn A. Fields — AUGUST 22, 2000
Name of Person Signing — Signature — Date

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

Mail documents to be recorded with required cover sheet information to: See Attached
Commissioner of Patents & Trademarks, Box Assignments copy of the original filing

TRADEMARK
REEL: 002182 FRAME: 0596

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: 002182 FRAME: 0598

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

Document: 292576

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

:ument: 292576

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

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)	

Document: 292576

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	

Exhibit A to
Recordation Form Cover Sheet
Trademarks Only

LIST OF TRADEMARKS

Owner	Registration Title	Registration Number	Date
Travel 800, LLC	1-800-FLY-CHEAP	1,861,536	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)	

3031353
P/O

TERMINATION OF PATENT COLLATERAL ASSIGNMENT

This instrument was prepared by and should be returned to:
Brenda J. Johnson MC: Fl9-100-01-06
Bank of America, N.A.
P.O. Box 40329
Jacksonville, FL 32203-0329

Bank of America, N.A., having an address of One Financial Center, 13th Floor, Ft Lauderdale, Florida 33394 (hereinafter called "Bank of America, N.A."), is the owner and holder of a certain Patent Collateral Assignment (hereinafter called "Collateral Assignment"), given by Travel 800, LLC, (hereinafter called "Borrower") to Bank of America, N.A., dated 30th day of June, 1999, recorded in Official Records 101111782A, Reel 001941, Frame 0474, number of pages 15, Application number 74393969 and 74393970, Registration number 1861536 and 1813249 of the public records of Patent & TradeMark Office, which Collateral assignment was given to secure a promissory note described therein in favor of Bank of America, N.A. in the principal sum of Thirty Five Million and no/100 DOLLARS ($ 35,000,000.00) (hereinafter called the "Borrower Note").

Bank of America, N.A. has received full payment of the Borrower Note and does hereby terminate the Collateral Assignment and directs the Patent & Trademark Office to cancel the same of record.

This instrument is being executed by DAWN A. FIELDS, THE ASST. VICE PRESIDENT OF Bank of America, N.A.

Bank of America, N.A has caused this instrument to be executed August 22, 2000.

Witnesses:

LISA WATSON

CHARLOTTE REGISTER

Bank of America, N.A.
corporation, its attorney in fact,

By:

Dawn A. Fields,
Asst. Vice President
P.O. Box 40329
Jacksonville, FL 32203-0329

State of Florida
County of Duval

The foregoing instrument was acknowledged before me August 22, 2000 by Dawn A. Fields the Asst. Vice President of Bank of America, N.A.. He/She _X__ is personally known to me or ___ has produced identification.

[SEAL]

BRENDA J. JOHNSON
MY COMMISSION # CC 847393
EXPIRES: Jun 17, 2003
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

Notary Public - State of Florida
My Commission Expires:
My Commission Number:

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