

12-07-2000



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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

- ☒ 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
- ☐ Merger
Effective Date
Month Day Year
- ☐ Change of Name
- ☒ Other Release of Trademarks (Security Agreement)

Conveying Party

- ☐ Mark if additional names of conveying parties attached
- Name Antares Capital Corporation
- Execution Date
Month Day Year 09292000

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

- ☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

- ☐ Mark if additional names of receiving parties attached

Name Travelon, Inc.

DBA/AKA/TA c/o Vacation.com

Composed of

Address (line 1) 1650 King Street

Address (line 2) Suite 450

Address (line 3) Alexandria Virginia 22314

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ 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.)
- ☒ Corporation ☐ Association
- ☐ Other

- ☒ Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

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

TRADEMARK
REEL: 002190 FRAME: 0533

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 502-587-3400

Name

Joel T. Beres

Address (line 1)

Stites & Harbison

Address (line 2)

400 West Market Street

Address (line 3)

Suite 1800

Address (line 4)

Louisville, Kentucky 40202

Pages

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

3

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attachedEnter 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)

2124185

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 ☒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.

Joel T. Beres

Name of Person Signing

Signature

Date Signed

SCHEDULE A
TO
RELEASE OF TRADEMARKS

<u>Name</u>	<u>Registration No.</u>
Travelon	2,124,185

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of Sept 29, 2000 by ANTARES CAPITAL CORPORATION, as Agent ("Antares").

WHEREAS, Antares and Travelon, Inc. ("Guarantor"), entered into that certain Trademark Security Agreement (the "Trademark Security Agreement"), dated as of April 26, 2000;

WHEREAS, the Trademark Security Agreement granted Antares a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Guarantor to Antares (the "Obligations");

WHEREAS, Antares recorded the Trademark Security Agreement on May 23, 2000 at Reel 002086, Frame 0945 in the United States Patent and Trademark Office; and

WHEREAS, Guarantor has satisfied all of the Obligations and has requested that Antares release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Antares hereby agrees as follows:

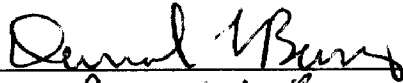
Antares hereby fully releases and terminates its security interests in and liens on:

- (a) all of Guarantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;
- (b) the goodwill of Guarantor's business connected with or symbolized by Trademarks; and
- (c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Guarantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Antares further agrees, at the sole cost and expense of Guarantor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Antares has caused this Release of Trademarks to be duly executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION, as Agent

By: 
Name: Daniel L. Barry
Title: Director