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

03-14-2001

U.S. Patent & TMO/TM Mail Rpt Dt #57



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Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☐ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
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03/28/2001 TDIAZ1 00000003 75832418

Q1 FC:481 40.00 DP
Q2 FC:482 25.00 DP

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TRADEMARK
REEL: 002259 FRAME: 0482

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Name

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Correspondent Name and Address

Area Code and Telephone Number

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3

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

☐

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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)

75/832,418

75/822,322

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65

Method of Payment:

Enclosed

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Deposit Account

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Deposit Account

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Deposit Account Number:

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LAWRENCE KAHN

Name of Person Signing

Lawrence Kahn

Signature

Mar 6, 01

Date Signed

RELEASE OF TRADEMARKS

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

WHEREAS, Antares and Vacation.com Corporation ("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 0956 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 Glickman
Title: Director

**SCHEDULE 1
(TRADEMARK SECURITY AGREEMENT)**

TRADEMARK REGISTRATIONS, APPLICATIONS AND LICENSES

Mark	Registration No./Serial No.	Status
AGENTNET	75/832,418	Pending
VACATION.COM	75/822,322	Registered
VACATION.COM, INC.	Application #1,356,336	Pending (Note: Filed with the European Union)