



03-28-2001

U.S. Department of Commerce
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TRADEMARK

03-14-2001

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Month Day Year
☐ Change of Name☒ Other Release of Security Interest**Conveying Party**☐ Mark if additional names of conveying parties attachedExecution Date
Month Day Year
11/15/2000Name Antares Capital CorporationFormerly ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization Delaware**Receiving Party**☐ Mark if additional names of receiving parties attachedName Vacation.Com Technical Services, Inc.DBA/AKA/TA Composed of Address (line 1) 1650 King StreetAddress (line 2) Suite 400Address (line 3) Alexandria
City VA

State/Country

 22314

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership☒ Corporation ☐ Association☐ Other ☒ Citizenship/State of Incorporation/Organization Delaware

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TRADEMARK
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Lawrence Kahn

Signature

MAR 6, 01

Date Signed

RELEASE OF TRADEMARKS

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

WHEREAS, Antares and Vacation.com Technical Services, 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 002091, Frame 0946 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

<u>Mark</u>	<u>Registration No./Serial No.</u>	<u>Status</u>
OUTAHERE	2,143,095	Registered