

07-29-2002

TRADEMARK
OFFICE OF PUBLIC RECORDS



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PRIORITY SECTION

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) *(Priority)*.

Submission Type

New *07/19/02*

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

Change of Name

Other

Effective Date
Month Day Year
 07/15/02

Conveying Party

Mark if additional names of conveying parties attached

Name TEMPUS RESORTS INTERNATIONAL, LTD. Execution Date
Month Day Year
 07/15/02

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name HELLER FINANCIAL, INC.

DBA/AKA/TA

Composed of

Address (line 1) Vacation Ownership Finance ATT: Portfolio Manager

Address (line 2) 500 West Monroe Street

Address (line 3) Chicago IL 60661
City State/Country Zip Code

Individual General Partnership Limited Partnership Association

Corporation Association

Other

Citizenship/State of Incorporation/Organization Delaware

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)

07/26/2002 DBYRNE 00000163 2580599

FOR OFFICE USE ONLY

FC:481 40.00 OP

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

TRADEMARK
REEL: 002550 FRAME: 0899

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

(407)-649-4000

Name

Jill Sarnoff Riola, Esq.

Address (line 1)

BAKER & HOSTETLER LLP

Address (line 2)

200 S. Orange Avenue

Address (line 3)

Suite 2300

Address (line 4)

Orlando, FL 32801

Pages

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

22

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

2580599	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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:

02-0398

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 true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jill Sarnoff Riola, Esq.

Name of Person Signing

Signature

07/18/02

Date Signed

**COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT
FOR
INTELLECTUAL PROPERTY RIGHTS**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT FOR INTELLECTUAL PROPERTY RIGHTS ("Assignment") is made as of the 15 day of July, 2002 by and among HOSPITALITY SOFTWARE DEVELOPERS, INC., a Florida corporation, TEMPUS RESORTS INTERNATIONAL, LTD., a Florida limited partnership, TEMPUS RESORTS MANAGEMENT, LTD., a Florida limited partnership, TEMPUS PALMS INTERNATIONAL, LTD., a Florida limited partnership ("TPI"), AP/TEMPUS, LLC, a Delaware limited liability company, WVC EXCHANGE, LLC, a Florida limited liability company, AMERISTATE TITLE, LLC, a Florida limited liability company, TEMPUS MARKETING INTERNATIONAL, INC., a Florida corporation, TPI HOLDINGS, LLC, a Florida limited liability company, TEMPUS RESORTS REALTY, LTD., a Florida limited partnership, and TEMPUS INTERNATIONAL MARKETING ENTERPRISES, LTD., a Florida limited partnership (hereinafter all jointly and/or severally the "Tempus Parties"), and HELLER FINANCIAL, INC., a Delaware corporation, a GE Capital Company, as agent ("Agent") for itself and each of the other lenders party to the Loan Agreements (as defined below) (collectively, the "Lenders" or "Assignees").

RECITALS

WHEREAS, TPI, Agent and Lenders are parties to that certain Amended and Restated Acquisition and Construction Loan Agreement dated December 5, 2000 (the "Amended and Restated Acquisition and Construction Loan Agreement"), as further amended by that certain First Amendment of Amended and Restated Acquisition and Construction Loan Agreement dated December 19, 2001, and that certain Second Amendment of Amended and Restated Acquisition and Construction Loan Agreement dated July 15, 2002 between TPI, Agent and Lenders. (The Amended and Restated Acquisition and Construction Loan Agreement and all amendments, modifications, restatements and supplements thereto are hereinafter referred to as the "Acquisition and Construction Loan Agreement");

WHEREAS, TPI, Agent and Lenders, who are now parties to or may hereafter join in and consent to the terms and conditions of the 1999 Loan Agreement (defined below), are parties to that certain Amended and Restated Loan and Security Agreement dated June 9, 1999, as amended by that certain Modification of Amended and Restated Loan and Security Agreement dated July 30, 1999, that certain First Amendment of Amended and Restated Loan and Security Agreement dated October 31, 2000, that certain Second Amendment of Amended and Restated Loan and Security Agreement dated November 3, 2000, that certain Third Amendment of Amended and Restated Loan and Security Agreement dated November 3, 2000; that certain Fourth Amendment of Amended and Restated Loan and Security Agreement dated December 5, 2000, and that certain Fifth Amendment of Amended of Restated Loan and Security Agreement dated December 19, 2001 (the "1999 Loan Agreement");

WHEREAS, TPI, Agent and Lenders who are now parties to or may hereafter join in and consent to the terms and conditions of the 2000 Loan Agreement (defined below), are parties to that certain Receivables Loan and Security Agreement dated December 5, 2000, as amended by that certain First Amendment of Receivables Loan and Security Agreement dated December 19, 2001 (the "2000 Loan Agreement"). (The 1999 Loan Agreement, the 2000 Loan Agreement and all amendments, modifications, restatements and supplements thereto are hereinafter referred to as the "Receivables Loan Agreements");

WHEREAS, TPI and Agent consolidated, amended and modified the Receivables Loan Agreements pursuant to the terms and conditions under that certain Consolidation Agreement and Sixth Amendment of Amended and Restated Loan and Security Agreement dated July 15, 2002 (the "Consolidation Agreement"). (The Acquisition and Construction Loan Agreement and the Receivables Loan Agreements are hereinafter referred to as the "Loan Agreements");

WHEREAS, the Lenders require in consideration of the making of the Loans pursuant to the Loan Agreements, and as a condition precedent thereto, that the Tempus Parties collaterally assign and grant a security interest in all of their worldwide rights, titles, and interests in and to the Tempus Intellectual Property (as defined below) to Agent for the benefit of all Lenders; and

WHEREAS, the Tempus Parties wish to make the assignment in favor of Agent, for the benefit of Assignees, as provided in this Assignment.

NOW, THEREFORE, in consideration of the premises contained in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Defined Terms. All capitalized terms used in this Assignment and not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreements.

Assignment means this Collateral Assignment And Security Agreement for Intellectual Property Rights, all Exhibits, and any and all subsequent amendments.

Effective Date means the date set forth on the first page of this Assignment.

Intellectual Property means, to the extent used in the Tempus Business,:

a. trademarks including service marks, logos, logotypes, trade dress, and/or trade names including any and all common law and/or statutory rights therein including any and all applications for registrations, registrations, and/or renewals thereof, as set forth in **Exhibit A1** to this Assignment;

b. domain names including any and all websites used in association therewith, Uniform Resource Locators (URLs), applications for registrations, registrations, and/or renewals thereof, as

set forth in **Exhibit A2** to this Assignment;

c. trade secrets, copyrights and copyrightable material, technical information and proprietary information as described in **Exhibit A3**;

d. any and all adaptations, enhancements, improvements, modifications, additions, renewals, substitutions, replacements, revisions, or translations to any or all of the foregoing;

e. any and all other proprietary rights relating to any and all of the foregoing in existence as of the Effective Date or accruing at any time after the Effective Date;

f. all goodwill of the business connected with the use of items listed at **Exhibit A1**;

g. all products and proceeds of the foregoing; and

h. expressly excluding software owned or developed by a Tempus Party.

Tempus Business means any business operations of the Tempus Parties related to the Resort and the Association including (i) sales and marketing; (ii) management and operations, the booking and reservation systems, and any exchange systems; (iii) providing title services; and (iv) servicing notes and mortgages of timeshare purchasers.

Tempus Intellectual Property means Intellectual Property, as set forth on **Exhibit A**, in existence as of the Effective Date of this Assignment and thereafter created, developed, acquired, and/or otherwise proprietary to and owned by the Tempus Parties related to or used in connection with the Resort and the Association.

3. Assignment and Pledge of Tempus Intellectual Property.

a. As additional security for the Obligations, the Tempus Parties hereby collaterally assign and grant a first priority security interest to Agent, as agent for Assignees, all of the Tempus Parties' worldwide right, title, and interest to the general intangibles constituting all Tempus Intellectual Property, which the Tempus Parties have or may have or acquire by operation of law or otherwise, in and to any and all of the Tempus Intellectual Property, and further including the goodwill of the business appurtenant to the use of the Tempus Intellectual Property so assigned and pledged, and further including the waiver of any and all moral rights the Tempus Parties may have therein. Upon the occurrence of an Event of Default, the Agent shall have all the rights and remedies of a secured party under the Florida Uniform Commercial Code and all rights and remedies available to it under any then applicable law. The Tempus Parties agree to execute any and all documentation necessary to formally transfer such rights to Assignees.

b. Agent agrees that Agent's rights to and use of the Tempus Intellectual Property shall be non-exclusive and as follows:

(1) with respect to the items listed at **Exhibit A1.a.(1)** and **Exhibit A2**, only if Agent, any Lender or its assignee becomes an owner, by foreclosure or otherwise, of an interest in any Tempus Party.

(2) with respect to those items listed at **Exhibit A3**, at any time that Agent, any Lender or its assignee owns, operates or manages any portion of the Tempus Business or becomes an owner, by foreclosure or otherwise, of an interest in any Tempus Party.

(3) notwithstanding the foregoing, Agent's enforcement of its rights hereunder shall not operate to prevent the Tempus Party which owns any such items from continuing to use such items in the operation of the Tempus Business or any other business.

c. By execution of this Assignment, the Tempus Parties acknowledge, accept, and authorize Agent (or Agent's designee), on behalf of the Lenders, to file any necessary Uniform Commercial Code Financing Statements. Moreover, the Tempus Parties agree to do such further acts and things and to execute and deliver to the Agent such additional assignments, agreements and other instruments as the Agent may reasonably require or deem advisable to carry out the purposes of this Assignment or to further assure and confirm unto Agent its rights, powers and remedies under this Assignment.

4. Termination. In the event that TPI's Obligations under and in respect of the Loan Agreements have been indefeasibly paid in full and the conditions set forth the Loan Agreements have been satisfied at any time prior to the occurrence of an Event of Default then this Assignment and all of Agent's right, title and interest under this Assignment with respect to the Tempus Intellectual Property shall terminate.

5. The Tempus Parties' Warranties and Representations. The Tempus Parties represent and warrant that:

a. to the best of the undersigned's knowledge, the Tempus Parties are the owner(s) of all worldwide rights, titles and interest in and to the Tempus Intellectual Property and have the right to enter into this Assignment by the owner thereof;

b. no notice has been received, nor do the undersigned have any knowledge that the Tempus Intellectual Property infringes or misappropriates the intellectual property of any third party;

c. none of the Tempus Parties will change or use different names for the Resort or use different names for sales and marketing of timeshare interests in the Resort other than those listed at **Exhibit A1.b.**, except for the addition of the Wyndham name;

d. if the law permits, the Tempus Parties shall make or join in any application to register the Agent as a permitted user or registered user of the items listed at **Exhibit A1.a.**;

e. the Tempus Parties will register and maintain, or cause to be registered and maintained, the items listed at **Exhibit A1.b.** in Florida. The Tempus Parties will not permit any other person or entity to use the items listed at **Exhibit A1.b.** in Florida; provided, however, this shall not be construed to require any Tempus Party to undertake any expense or legal action to prevent others from using such items; and

f. the Tempus Parties, at the written request of Agent, agree to execute any and all documentation necessary to formally transfer the rights granted under this Assignment to third parties.

6. Consent and Agreement by The Tempus Parties. The Tempus Parties hereby acknowledge and consent to this Assignment and agree to act in conformity with the provisions of this Assignment and Agent's and Assignees' rights under this Assignment. Upon the occurrence of an Event of Default, the Tempus Parties hereby designate and appoint Agent and each of its designees or agents as its attorney-in-fact irrevocably and with power of substitution, with authority to execute and deliver for and on its behalf any and all instruments, documents, agreements and other writings necessary or advisable for the exercise on its behalf of any rights created or existing under or pursuant to this Assignment.

7. No Joint Venture; No Obligations of Agent. The relationship of Agent and each Lender to the Tempus Parties, is one of a creditor to a debtor, and Agent and the Lenders are not a joint venturer or partner of the Tempus Parties. Assignees shall have no liability whatsoever to the Tempus Parties in connection with the exercise of Assignees' rights hereunder or the use of the Tempus Intellectual Property in accordance with this Assignment.

8. Lenders' Reliance on Representations. The Tempus Parties have executed this Assignment in order to induce the Agent and Lenders to accept the Loan Documents and with full knowledge that the Agent and Lenders shall rely upon the representations, warranties and agreements in this Assignment contained, and that but for this Assignment and the representations, warranties and agreements in this Assignment contained, the Agent and Lenders would not take such actions.

9. Notice. All notices given under this Assignment shall be in writing and shall be either hand delivered or mailed, by registered U.S. mail, return receipt requested, first class postage prepaid, to the parties at their respective addresses below or at such other address for any party as such party may designate by notice to the other parties to this Assignment:

Agent:

Heller Financial, Inc.
Attn: Portfolio Manager,
Vacation Ownership Finance
500 West Monroe Street
Chicago, Illinois 60661

with copies to:

Heller Financial, Inc.
Vacation Ownership
Legal Representative
500 West Monroe Street
Chicago, Illinois 60661

Hospitality Software Developers, Inc.:
Hospitality Software Developers, Inc.
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

Tempus Palms International, Ltd.:
Tempus Palms International, Ltd.
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

Tempus Resorts International, Ltd.:
Tempus Resorts International, Ltd.
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

Tempus Resorts Management, Ltd.:
Tempus Resorts Management, Ltd.
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

AP/Tempus, LLC:
AP/Tempus, LLC
2 Manhattanville Rd.
Purchase, New York 10577
Attn: Legal Department

Tempus Marketing International, Inc.:
Tempus Marketing International, Inc.
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

WVC Exchange, LLC:
WVC Exchange, LLC
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

Ameristate Title, LLC:
Ameristate Title, LLC
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

TPI Holdings, LLC:
TPI Holdings, LLC
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

Tempus Resorts Realty, Ltd.:
Tempus Resorts Realty, Ltd.
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

Tempus International Marketing Enterprises, Ltd.:
Tempus International Marketing Enterprises, Ltd.
7380 Sand Lake Road, Suite 600
Orlando, Florida 32819
Attn: Legal Department

10. Binding Nature of Assignment. This Assignment shall be binding upon and shall inure to the benefit of the parties to this Assignment and their respective successors and assigns. Agent may assign its rights and obligations under this Assignment to any third party.

11. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida (excluding the laws applicable to conflicts or choice of law) and applicable federal law. The parties to this Assignment acknowledge and agree that, unless the parties to this Assignment mutually agree otherwise, the Courts of Osceola County, Florida have proper and exclusive jurisdiction over the parties to this Assignment and the subject matter of this Assignment

12. Severability. If any term, covenant, condition, or provision of this Assignment, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, it shall be adjusted rather than voided, if possible, to achieve the intent of the parties to this Assignment. Any invalidity resulting from the length of a period of time shall be considered reduced to a period of time which would cure such invalidity. If adjustment is not

possible, then in each such event the remainder of this Assignment or the application of such term, covenant, condition or provision to any person or any other circumstance (other than those as to which has been held invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision of this Assignment shall remain valid and enforceable to the fullest extent permitted by law.

13. Entire Agreement. This Assignment including the Exhibits, constitutes the entire agreement between the parties concerning the subject matter of this Assignment, and expressly supercedes any prior written or oral understandings or agreements between them with respect to the subject matter of this Assignment.

14. Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

15. Miscellaneous.

a. The term "include" and similar terms (*e.g.*, includes, including, included, comprises, comprising, such as, *e.g.*, and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

b. The use of headings, captions and numbers in this Assignment is solely for the convenience of identifying and indexing the various provisions of this Assignment and shall in no event be considered otherwise in construing or interpreting any provision of this Assignment.

c. The failure of a party to this Assignment to exercise any power given it under this Assignment or to insist upon strict compliance with the terms of this Assignment shall not constitute a waiver of that party's right to demand exact compliance with the terms of this Assignment. Waiver by a party to this Assignment of any particular default by the other shall not affect or impair its rights with respect to any subsequent defaults of the same or of a different kind; nor shall any delay or omission by a party to this Assignment to exercise any rights arising from any default affect or impair its right as to such default or any future default. Further, no custom or course of dealings of the parties to this Assignment at variance with the terms of this Assignment shall constitute a waiver of that party's right to demand later compliance.

d. All rights, remedies, powers and privileges conferred under this Assignment on the parties to this Assignment shall be cumulative of and in addition to, but not restrictive or in lieu of, those conferred by law.

e. This Assignment shall not be modified or amended in any respect except by a written agreement executed by the Agent and the Tempus Parties in the same manner as this Assignment is executed.

f. Time shall be of the essence as to all provisions of this Assignment.

g. This Assignment shall be construed without regard to any presumption or other rule requiring construction against the a party to this Assignment causing this Assignment to be drafted.

h. Exhibit A is hereby incorporated into this Assignment by this reference.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned have executed this Assignment on the date and year first written above.

THE TEMPUS PARTIES

HOSPITALITY SOFTWARE DEVELOPERS, INC., a Florida corporation

By: [Signature]
Name: Roger Farwell
Title: Vice President

STATE OF Florida
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12th day of July, 2002, by Roger Farwell who is the Vice President of Hospitality Software Developers, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Arlene F. Parson
Commission # CG 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

TEMPUS PALMS INTERNATIONAL, LTD., a
Florida limited partnership

By: Tempus Marketing International,
Inc., a Florida corporation, as sole
General Partner

By: [Signature]
Name: Roger Farwell
Title: President

STATE OF Florida
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by
Roger Farwell who is the President of Tempus Marketing International, Inc., a Florida
corporation, on behalf of the corporation. He/she is personally known to me or who has produced
_____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Arlene F. Parson
Commission # GC 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

TEMPUS RESORTS INTERNATIONAL, LTD., a
Florida limited partnership

By: AP/Tempus, LLC, a Delaware
limited liability company, as sole
General Partner

By: [Signature]
Name: Roger Farwell
Title: President

STATE OF Florida)
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of AP/Tempus, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

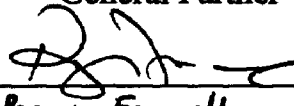


Arlene F. Parson
Commission # CG 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

TEMPUS RESORTS MANAGEMENT, LTD. a Florida limited partnership

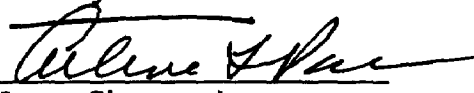
By: Tempus Palms International, Ltd., a Florida limited partnership, its Limited Partner

By: Tempus Marketing International, Inc., a Florida corporation, its General Partner

By: 
Name: Roger Farwell
Title: President

STATE OF Florida
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of Tempus Marketing International, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.


(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Arlene F. Parson
Commission # GC 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

AP/TEMPUS, LLC, a Delaware limited liability company

By: [Signature]
Name: Roger Farwell
Title: President

STATE OF Florida)
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of AP/TEMPUS, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

 Arlene F. Parson
Commission # CG 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

TEMPUS MARKETING INTERNATIONAL,
INC., a Florida corporation

By: _____
Name: Roger Farwell
Title: President

STATE OF Florida)
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of Tempus Marketing International, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

Arlene F. Parson
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Arlene F. Parson
Commission # GC 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

WVC EXCHANGE, LLC, a Florida limited liability company

By: Tempus Resorts International, Ltd., a Florida limited partnership

By: AP/Tempus, LLC, a Delaware limited liability company, as sole General Partner

By: [Signature]
Name: Roger Farwell
Title: President

STATE OF Florida
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of AP/Tempus, LLC, a Delaware limited liability company, on behalf of the company. He/~~she~~ is personally known to me or who has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Arlene F. Parson
Commission # GC 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

AMERISTATE TITLE, LLC, a Florida limited liability company

By: Tempus Resorts International, Ltd., a Florida limited partnership

By: AP/Tempus, LLC, a Delaware limited liability company, as sole General Partner

By: [Signature]
Name: Roger Farwell
Title: President

STATE OF Florida)
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of AP/Tempus, LLC, a Delaware limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Arlene F. Parson
Commission # OG 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

By: Tempus Palms International, Ltd., a Florida limited partnership

By: Tempus Marketing International, Inc., a Florida corporation, as sole General Partner

By: [Signature]
Name: Roger Farwell
Title: President

STATE OF Florida
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of Tempus Marketing International, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____

 Arlene F. Parson
Commission # CG 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

TEMPUS RESORTS REALTY, LTD., a Florida limited partnership

By: TPI Holdings, LLC, a Florida limited liability company

By: Tempus Palms International, Ltd., a Florida limited partnership

By: Tempus Marketing International, Inc., a Florida corporation, as sole General Partner

By: [Signature]
Name: Roger Farwell
Title: President

STATE OF Florida
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of Tempus Marketing International, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Arlene F. Parson
Commission # CG 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

TEMPUS INTERNATIONAL MARKETING ENTERPRISES, LTD., a Florida limited partnership

By: TPI Holdings, LLC, a Florida limited liability company

By: Tempus Palms International, Ltd., a Florida limited partnership

By: Tempus Marketing International, Inc., a Florida corporation, as sole General Partner

By: [Signature]
Name: Roger Farwell
Title: President

STATE OF Florida
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 12 day of July, 2002, by Roger Farwell who is the President of Tempus Marketing International, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ as identification.

[Signature]
(Notary Signature)

(NOTARY SEAL)

(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



Arlene F. Parson
Commission # CG 906417
Expires March 5, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

AGENT:

HELLER FINANCIAL, INC., a Delaware
corporation, a GE Capital Company

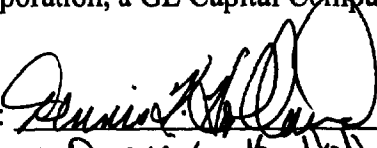
By: 
Name: Dennis K. Holland
Title: Sr. V.P.

Exhibit A

All the Tempus Parties' right, title and interest to the general intangibles constituting:

1. TRADEMARKS:

a. Service Marks (services only):

- (1) Tempus Resorts (U.S. Registration No. 2,580,599)
- (2) The Palms Resort (common law/unregistered)
- (3) The Palms Country Club and Resort (common law/unregistered)

b. Trade Names/Fictitious Names:

- (1) The Palms Resort (common law/unregistered in Florida)
- (2) The Palms Country Club and Resort (common law/unregistered in Florida)

2. DOMAIN NAMES:

www.thepalmsresort.com

3. TECHNICAL INFORMATION:

Any and all data, information, lists, documents, analyses, processes, statistics, charts, files of any kind whatsoever used in the Tempus Business including (a) all data files which contain information related to, used in or arising out of the Tempus Business including the proprietary copyrighted and/or copyrightable databases, any and all data proprietary to the Tempus Parties and contained or residing in any and all database software and/or other software; and (b) all data including all information, electronic files, documents, spreadsheets, and databases, that are retrievable, generated, or created by or through operating systems or software that is owned, licensed, or used by the Tempus Parties, whether such operating systems, software or database is proprietary to the Tempus Parties or to one or more third parties.

4. GOODWILL:

All goodwill of the business appurtenant to the use of the foregoing.

5. Any and all adaptations, enhancements, improvements, modifications, revisions, or translations to any or all of the foregoing.

6. All products and proceeds of the foregoing to the extent they relate to the Tempus Business.