

11-04-2002



FORM PTO-1594

R

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

102270376

Patent and Trademark Office

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

1. Name of conveying Party(ies):
 Fleet National Bank, successor to BankBoston, N.A.

Individual Association
 General Partnership Limited Partnership
 Corporation- State -
 Other national banking association

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

2. Name and Address of receiving Party(ies):
 Name: Interval Holdings, Inc.

Internal Address: _____
 Street Address: 6262 Sunset Drive

City: Miami State FL Zip Code 33143

Individual(s) Citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other _____

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

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
20 SEP 27 PM 12:13
FINANCE SECTION

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release and Reassignment of Security Interest in Trademarks and Service Marks

Execution Date: September 24, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1112915; 1362396; 1469989; 1477164; 1634315; 1736503; 1780637; 1843239; 1362395; 2073254; 2102210; 2139687; 2281937; 2406560

Additional sheet attached? Yes No

5. Name and address of party to whom correspondence concerning this matter should be mailed:
Bingham B. Leverich, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-2401

Attorney Docket No. 701221.00064

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$365.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit Account No.:

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.

Cheryl L. Fountain Cheryl L. Fountain 10-29-2002
 Name of Person Signing Signature Date

Cheryl L. Fountain
 Trademark Specialist - Legal Assistant Total number of pages including cover sheet, attachments, and document: 3

5703095 09/21/02 11:19:15

40.00 OF
325.00 OF
11/01/2002 11:19:15

RELEASE AND REASSIGNMENT OF INTEREST IN
TRADEMARKS AND SERVICE MARKS


Reference is hereby made to that certain Trademark and Service Mark Security Agreement, dated as of December 17, 1997, between Interval Holdings, Inc., a Delaware corporation ("Obligor"), and Fleet National Bank (successor to BankBoston, N.A.), as agent on behalf of itself and the other lenders set forth therein (the "Interest Holder"), which was recorded in the United States Patent and Trademark Office on February 6, 1998 at Reel 1681, Frame 0937 (the "Agreement") and pursuant to which the Obligor assigned and granted to Interest Holder a security interest in and to all of Obligor's rights, title and interests in and to the Collateral (as defined in the Agreement), including without limitation those trademarks, service marks, trademark registrations and trademark applications specifically listed on Exhibit A attached hereto (the "Trademarks and Service Marks"), and the goodwill associated therewith; and

WHEREAS, Interest Holder wishes to release, retransfer and reassign to Obligor, without representation or warranty, all of Interest Holder's rights, title and interests in and to the Collateral, including without limitation the Trademarks and Service Marks, and the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Interest Holder hereby releases, transfers and assigns to Obligor, without representation or warranty, all of Interest Holder's rights, title and interests in and to the Collateral, including without limitation the Trademarks and Service Marks, and the goodwill associated therewith. Interest Holder hereby authorizes Obligor to take any and all actions in connection with the Trademarks and Service Marks in Obligor's own name and at Obligor's own expense. After the date hereof, at Obligor's expense, Interest Holder will execute and deliver to Obligor such documents and will take such other actions as Obligor may reasonably request to accomplish the release, transfer and assignment set forth herein.

IN WITNESS WHEREOF, Interest Holder has executed this Release and Reassignment of Trademarks and Service Marks as of this 24th day of September, 2002.

FLEET NATIONAL BANK, as Agent

By: 

Title: VP

EXHIBIT A
U.S. TRADEMARK REGISTRATIONS

LICENSED TO INTERVAL HOLDINGS, INC.

TRADEMARK	REGISTRATION NO.	DATE
INTERVAL INTERNATIONAL (name and logo)	1,112,915	February 6, 1979
FLEXCHANGE	1,362,396	September 24, 1985
(Five Star Logo)	1,469,989	December 22, 1987
INTERVAL INTERNATIONAL	1,477,164	February 16, 1988
WORLDCARD	1,634,315	February 5, 1991
INTERVAL INTERNATIONAL TRAVELER	1,736,503	December 1, 1992
THE VACATION OF A LIFETIME. EVERY TIME. THAT'S THE INTERVAL FIVE STAR EXPERIENCE.	1,780,637	July 6, 1993
INTERVAL INTERNATIONAL FIVE STAR AWARD	1,843,239	July 5, 1994
WORLDEX	1,362,395	September 24, 1985
INTERVAL TRAVEL	2,073,254	June 24, 1997
INTERVAL	2,102,210	September 30, 1997

U.S. TRADEMARK APPLICATIONS

LICENSED TO INTERVAL HOLDINGS, INC.

MARK	APPLICATION NO.	DATE
CONDO DIRECT	75/138536	July 23, 1996
INTERVAL PREFERRED	75/219316	December 30, 1996
RESORT SOLUTIONS	75/258764	March 17, 1997