

12-09-2002

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

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

1. Name of conveying party(ies):

International Study Tours, Ltd.,
a New York Corporation

11-13-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/15/2002

2. Name and address of receiving party(ies)

Name: Wellspring Capital Partners II, L.P

Internal

Address:

Street Address: 620 Fifth Avenue, Suite 216
City: New York State: NY 10020-1579

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

TRADEMARK FEE PROCESS RECEIVED
NOV 13 A 11:37
U.S. PATENT & TRADEMARK OFFICE

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75/542179

B. Trademark Registration No.(s) 2285259

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Puja Khanna, Esq.

Internal Address:

Street Address: c/o O'Melveny & Myers LLP

30 Rockefeller Plaza, 27th Floor

City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

12/06/2002 DBYRNE 00000095 75542179

40.00 DP

Puja Khanna

Name of Person Signing

Signature

11/12/02
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002629 FRAME: 0887

12/06/2002 DBYRNE 00000095 75542179
01 FC:8531

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, International Study Tours, Ltd. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated October 15, 2002 (the "Security Agreement"), in favor of Wellspring Capital Partners II, L.P. (the "Assignee");

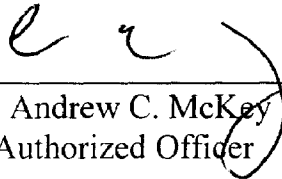
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of October 15, 2002.

INTERNATIONAL STUDY TOURS, LTD.,
a New York corporation

By: 
Name: Andrew C. McKey
Title: Authorized Officer

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

Trademark Owner	Mark	Country	Serial Or Reg. Number	STATUS
International Study Tours, Ltd.	IST AND DESIGN	U.S.	2,285,259	Registered

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 15TH day of October, 2002, before me personally came ANDREW C. McKEY, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the AUTHORIZED OFFICER of INTERNATIONAL STUDY TOURS, LTD., a NEW YORK CORPORATION, and that s/he executed the foregoing instrument in the firm name of INTERNATIONAL STUDY TOURS, LTD., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

PATRICK J. MCGOVERN
NOTARY PUBLIC, State of New York
No. 01MCS086132
Qualified in New York County
Commission Expires October 6, 2005

