

10-17-03



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check original documents or copy thereof.

To the Honorable Commissioner of Patents

Name of conveying party(ies):

Florida Cruise Connection, Inc.

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

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

Nature of conveyance:

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

Execution Date: October 7, 2003

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
as agent

Internal Address: _____

Street Address: 800 Connecticut Ave., 2 North

City: Norwalk State: CT ZIP: 06854

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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:

N/A

(Attach duplicate copy of this page if paying by deposit account)

10/20/2003 6TOM11 00000045 76293483

DO NOT USE THIS SPACE

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40.00 00

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.

Laura Konrath

Name of Person Signing

[Signature]
Signature

10/15/03
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002846 FRAME: 0449

TRADEMARK SECURITY AGREEMENT
(Florida Cruise)

Continuation
Item 4

1

| MARK | OWNERSHIP ENTITY | GOODS/SERVICES | APPLN NO./ DATE | REG. NO./ DATE | REGISTER |
|----------------|---------------------------------|--|--------------------------|-----------------------------------|---|
| JET CONNECTION | Florida Cruise Connection, Inc. | Transportation of passengers by buses, taxis, limousines, vans, and mini-vans, in Class 39 | 76/293,483 07/31/2001 | | Federal - Principal Register |
| ISLAND TOURS | Florida Cruise Connection, Inc. | Tour Services, Travel Agency | | Document No. T93854 7/20/93 | Florida Department of State, Division of Corporations |

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 7, 2003, by FLORIDA CRUISE CONNECTION, INC., a Florida corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Credit Parties;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

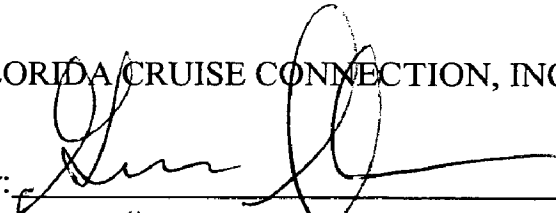
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

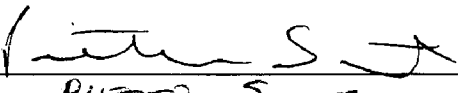
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FLORIDA CRUISE CONNECTION, INC.

By: 
Name: GEORGE J. HENRY
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: 
Name: PIETER SMIT
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 7th day of October, 2003 before me personally appeared George J. Huxley proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Florida Cruise Connection, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Iliana Lopez
Notary Public

{seal}

ILIANA LOPEZ
Notary Public, State of New York
No. 01LO4996252
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 11, 2006

**TRADEMARK SECURITY AGREEMENT
(Florida Cruise)**

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