

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings ⇨ ⇨ ⇨

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

1. Name of conveying party(ies):
LAKELAND HOLDINGS, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware limited liability company
- 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: 09/24/2004

2. Name and address of receiving party(ies)

Name: DYMAS FUNDING COMPANY, LLC, as Administrative Agent
Internal Address: Suite 3500

Street Address: One North Franklin Street

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Delaware limited liability company

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

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

A. Trademark Application No.(s) 78/387681

B. Trademark Registration No.(s) 2614277;
2643884

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-3155

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson
Name of Person Signing


Signature

09/30/2004
Date

Total number of pages including cover sheet, attachments, and document: 4

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

INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

WHEREAS, **Lakeland Holdings, LLC**, a Delaware limited liability company (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 or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of September ~~24~~ 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as administrative agent (the "Assignee") for certain secured parties identified therein (collectively, the "Secured Parties"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee, for the benefit of the Assignee and the Secured Parties a continuing Lien on all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will 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 prompt and complete payment, performance and observance of the Obligations (as such term is 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 grant to the Assignee for the benefit of the Secured Parties a continuing Lien on the Collateral to secure the prompt and complete 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 by this reference hereby incorporated herein as if fully set forth herein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has caused this Intellectual Property Security Agreement to be duly executed by its officer thereunto duly authorized as of September 24, 2004.

LAKELAND HOLDINGS, LLC

By: James M. Hull
Name: James M. Hull
Title: Pres LLC

SCHEDULE 1A TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Trademarks and Trademark Applications

OWNER	TRADEMARK	REG. NO. (SERIAL NO.)	REG. DATE (FILING DATE)	COUNTRY
LakeLand Holdings, LLC	DISCOVER YOUR WORLD	(1227927)	(08/23/2004)	Canada
LakeLand Holdings, LLC	WORLDSTRIDES	(1089191)	(01/16/2001)	Canada
LakeLand Holdings, LLC	DISCOVER YOUR WORLD	(003984457)	(08/10/2004)	European Union
LakeLand Holdings, LLC	WORLDSTRIDES	002053692	01/24/2001	European Union
LakeLand Holdings, LLC	DISCOVER YOUR WORLD	(78/387681)	(03/19/2004)	United States
LakeLand Holdings, LLC	WORLDSTRIDES & Design	2614277	09/03/2002	United States
LakeLand Holdings, LLC	WORLDSTRIDES	2643884	10/29/2002	United States