

05-13-2004



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

Form PTO-1594
Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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):
Sumerset Acquisition, LLC
RE 9-12-03

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

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

2. Name and address of receiving party(ies)
Name: Fifth Third Bank, Kentucky, Inc.
Internal
Address: _____
Street Address: 250 West Main Street, Ste. 100
City: Lexington State: KY Zip: 40507

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 08/29/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) 2,586,614
2,511,906 and 2,270,525

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Dan M. Rose, Esq.
Internal Address: _____
Street Address: Stoll, Keenon & Park, LLP
300 West Vine Street, Suite 2100
Lexington, KY 40507-1801

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 120.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

9. Signature:
Dan M. Rose
Name of Person Signing

[Signature]
Signature

DO NOT USE THIS SPACE

Refund Ref: 09/17/2003
IBYRNE
Date: 9-10-03
Total: \$30.00
CHECK Refund

09/17/2003
01 FC:8521
02 FC:8522

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

TRADEMARK
REEL: 002966 FRAME: 0199

**CONDITIONAL ASSIGNMENT OF AND
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS**

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS ("Conditional Assignment"), dated as of August 29, 2003, is made by **SUMERSET ACQUISITION, LLC**, a Kentucky limited liability company, with an address of 3141 Beaumont Centre Circle, Suite 203, Lexington, Kentucky 40513 (the "Company"), in favor of **FIFTH THIRD BANK, KENTUCKY, INC.**, a Kentucky banking corporation, whose address is 250 West Main Street, Suite 100, Lexington, Kentucky 40507 (the "Bank"), under the Loan Agreement dated as of the date hereof, between the Company, Bank and the guarantor listed on the signature page thereto (the "Loan Agreement").

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, the Bank has made four (4) loans to Borrower in the aggregate amount of Six Million Six Hundred Ninety-Nine Thousand One Hundred Thirty-Five and No/100 (\$6,699,135.00) as evidenced by a term promissory note in the original principal amount of One Million Seven Hundred Fifty Thousand and No/100 Dollars (\$1,750,000.00) (the "Bridge Note"), (ii) a term promissory note in the original principal amount of Three Million Nine Hundred Thousand and No/100 Dollars (\$3,900,000.00) (the "Purchase Note"), (iii) a term promissory note in the original principal amount of Forty-Nine Thousand One Hundred Thirty-Five and No/100 Dollars (\$49,135.00) (the "Vehicles Note") and (iv) a revolving promissory note in an amount not to exceed One Million and No/100 Dollars (\$1,000,000.00) (the "Revolving Note", and together with the Bridge Note, Purchase Note, and Vehicles Note, the "Notes");

WHEREAS, in connection with the Loan Agreement, the Company has executed and delivered a Security Agreement to Bank (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the loans evidenced by the Notes pursuant to the Loan Agreement, the Company is required to execute and deliver this Conditional Assignment; and

WHEREAS, the Company has duly authorized the execution, delivery and performance of this Conditional Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Bank to make the loans and other financial accommodations pursuant to the Loan Agreement, the Company agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided by reference in the Security Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Company hereby pledges, and grants a continuing interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default under the Loan Agreement or Security Agreement assigns, transfers and conveys, the Collateral described in the Security Agreement (including, without limitation, those items listed on Schedule A hereto), to the Bank to secure payment, performance and observance of the obligations secured by the Security Agreement.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Company for the purpose of registering the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Company does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Conditional Assignment to be duly

executed and delivered by its officer hereunto duly authorized as of the day and year first above written.

SUMERSET ACQUISITION, LLC

a Kentucky limited liability company

By: *Ralph A. Currie*
Name: RALPH A. CURRIE
Title: MEMBER

STATE OF KENTUCKY
COUNTY OF FAYETTE

Before me, the undersigned Notary Public in the state and county aforesaid, personally appeared *Ralph A. Currie* with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged himself to be the *member of Map II, LLC,* *sole member* of **SUMERSET ACQUISITION, LLC**, a Kentucky limited liability company, and acknowledged before me that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company.

[Signature]
NOTARY PUBLIC
My commission expires: *1/19/04*

Schedule A

1. US Trademark Registration No. 2,586,614 for: Sumertime – Owned by Somerset Acquisition, LLC.
2. US Trademark Registration No. 2,511,906 for: American Waterways – Owned by Somerset Acquisition, LLC.
3. US Trademark Registration No. 2,270,325 for: Somerset Houseboats – Owned by Somerset Acquisition, LLC.

S T O L L | K E E N O N | & | P A R K | L L P

300 WEST VINE STREET | SUITE 2100 | LEXINGTON, KENTUCKY 40507-1801
(859) 231-3000 PHONE | (859) 253-1093 FAX | WWW.SKP.COM

CHRISTINA M. FOSTER
PARALEGAL
GENERAL BUSINESS, BANKING AND
CORPORATE DEPARTMENT
859-231-3916
foster@skp.com

OFFICE OF PUBLIC RECORDS
2004 MAY 10 AM 9:39
FINANCE SECTION

April 28, 2004

Via U.S. Postal Service Certified Mail

7160 3901 9842 5795 3740

Attn: Marcus Kirk, Examiner
U.S. Patent and Trademark Office
Assignment Division
Box Assignments, CG-4
1213 Jefferson Davis Highway, Suite 320
Washington, D.C. 20231

Re: Resubmitted and corrected document id no. 102554876

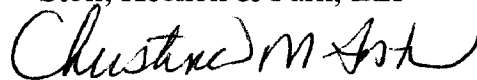
Dear Mr. Kirk:

Enclosed please find a resubmitted and corrected document for filing with your office. I have complied with 37 C.F.R. section 1.8 in the resubmission of this document. Upon recording, please return to me as acknowledgement of filing.

Should you have any questions, please call me at the number listed above.

Sincerely,

Stoll, Keenon & Park, LLP



Christina M. Foster
Paralegal

Enclosures

LEXINGTON | LOUISVILLE | FRANKFORT | HENDERSON

RECORDED: 09/12/2003

TRADEMARK
REEL: 002966 FRAME: 0204