

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The World Resident Holdings, Ltd.		10/30/2003	CORPORATION: BAHAMAS

RECEIVING PARTY DATA

Name:	WestLB AG
Street Address:	25 Basinghall Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 5HA
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2465901	RESIDENSEA
Registration Number:	2621605	RESIDENSEA
Registration Number:	2640735	TAILORED TIME
Registration Number:	2471805	THE ULTIMATE ADDRESS: THE WORLD
Registration Number:	2621604	THE ULTIMATE ADDRESS: THE WORLD
Registration Number:	2654941	THE ULTIMATE ADDRESS: THE WORLD
Registration Number:	2749666	THE WORLD
Registration Number:	2465902	THE WORLD OF RESIDENSEA
Registration Number:	2626387	THE WORLD OF RESIDENSEA
Registration Number:	2615601	THE WORLD OF RESIDENSEA
Registration Number:	2461955	TRAVEL THE WORLD WITHOUT LEAVING HOME
Registration Number:	2759585	TRAVEL THE WORLD WITHOUT LEAVING HOME
Registration Number:	2615602	TRAVEL THE WORLD WITHOUT LEAVING HOME
Registration Number:	2510240	WHEN YOU LIVE TO TRAVEL

CH \$465.00 2465901

Registration Number:	2618874	WHEN YOU LIVE TO TRAVEL
Registration Number:	2614539	
Registration Number:	2595862	
Registration Number:	2626386	RESIDENSEA

CORRESPONDENCE DATA

Fax Number: (212)525-4288
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: tmdocketny@kenyon.com
 Correspondent Name: Kenyon & Kenyon
 Address Line 1: One Broadway
 Address Line 4: New York, NEW YORK 10004

DOMESTIC REPRESENTATIVE

Name: Kenyon & Kenyon
 Address Line 1: One Broadway
 Address Line 4: New York, NEW YORK 10004

NAME OF SUBMITTER:	Jonathan D. Reichman, Esq.
Signature:	/Jonathan D. Reichman/
Date:	03/18/2005

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into and effective this 30th day of October, 2003, by and between The World Resident Holdings, Ltd., a corporation incorporated under the laws of the Commonwealth of the Bahamas ("Grantor"), c/o McKinney Bancroft & Hughes, 4 George St., PO Box N 3937, Nassau, the Bahamas and WestLB AG, London Branch ("Secured Party"), Woolgate Exchange, 25 Basinghall Street, London, EC2V 5HA. Grantor and Secured Party are sometimes collectively referred to herein as the "Parties".

RECITALS

A. Grantor is the owner of the trademarks set forth in Exhibit "A" attached hereto, including without limitation all registrations therefor, all applications for the registration thereof, all common law rights therein, and all goodwill associated therewith.

B. Concurrently herewith, Grantor and Secured Party (as well as certain additional parties) have entered into that certain Term Loan Agreement, effective October 30, 2003 (the "Term Loan Agreement"), pursuant to which, inter alia, Secured Party will be extending certain financial accommodations to Grantor.

C. Pursuant to that certain Security Agreement among the Parties hereto and certain additional parties, effective October 30, 2003 (the "Security Agreement"), Grantor has granted to Secured Party, as Security Trustee for the Finance Parties (as such terms are defined in the Term Loan Agreement, effective October 30, 2003) and as consideration for the Term Loan Agreement, a first priority lien on and security interest in and to certain assets of the Grantor, including without limitation the trademark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark Collateral".

D. Pursuant to the Security Agreement, the Parties hereto wish to confirm Grantor's grant to Secured Party of a first priority lien on and security interest in and to the trademark assets described in Recital Paragraph "A" and more fully defined hereinbelow as the "Trademark Collateral".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto mutually agree as follows:

1. Grantor hereby grants to the Secured Party, for the benefit of the Finance Parties, and the Secured Party hereby accepts from the Grantor, a first priority lien on and security interest in and to all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property collectively referred to herein as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all of the trademarks referred to in Exhibit "A" hereto, including without limitation all common law rights therein, all registrations therefor, all applications for the registration thereof, all renewals and extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademarks;
- (ii) all licenses associated with the use of any of such trademarks;

(iii) all products and proceeds of the foregoing, including without limitation any claim by or accruing to Grantor against third parties for the past, present or future infringement, violation, dilution, misuse or misappropriation of any such trademarks, or for injury to the goodwill associated with any such trademarks.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party for the benefit of the Finance Parties in assets of the Grantor, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. This Trademark Security Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by both Parties hereto.

7. This Trademark Security Agreement is governed by the trademark laws of the United States of America and the laws of the State of New York, applicable to contracts executed and fully performed within the State of New York, without regard to conflicts or choice of laws principles.

8. After termination of the Security Agreement and the Term Loan Agreement and when the Secured Party has received indefeasible payment and performance in full of all Secured Obligations (as this term is defined in the Security Agreement), Secured Party shall, at Debtors request, execute and deliver to Debtors a termination of all of the security interests granted by the Debtors hereunder.

9. This Trademark Security Agreement is effective as of the date and year above first written, regardless of the actual dates of signature of the Parties.

Mark	Country	App/Reg No.
THE WORLD OF RESIDENSEA	U.K.	Reg. 2109950
TRAVEL THE WORLD WITHOUT LEAVING HOME	U.K.	Reg. 2106699
MISCELLANEOUS DESIGN (Class 36)	United States	Reg. 2,614,539
MISCELLANEOUS DESIGN (Class 42)	United States	Reg. 2,595,862
RESIDENSEA (Class 36)	United States	Reg. 2,465,901
RESIDENSEA (Class 42)	United States	Reg. 2,621,605
RESIDENSEA (Class 42)	United States	Reg. 2,626,386
TAILORED TIME	United States	Reg. 2,640,735
THE ULTIMATE ADDRESS: THE WORLD (Class 36)	United States	Reg. 2,471,805
THE ULTIMATE ADDRESS: THE WORLD (Class 42)	United States	Reg. 2,621,604
THE ULTIMATE ADDRESS: THE WORLD (Class 42)	United States	Reg. 2,654,941
THE WORLD	United States	Reg. 2,749,666
THE WORLD OF RESIDENSEA (Class 36)	United States	Reg. 2,465,902
THE WORLD OF RESIDENSEA (Class 42)	United States	Reg. 2,626,387
THE WORLD OF RESIDENSEA (Class 42)	United States	Reg. 2,615,601
TRAVEL THE WORLD WITHOUT LEAVING HOME (Class 36)	United States	Reg. 2,461,955
TRAVEL THE WORLD WITHOUT LEAVING HOME (Class 39)	United States	Reg. 2,759,585
TRAVEL THE WORLD WITHOUT LEAVING HOME (Class 42)	United States	Reg. 2,615,602
WHEN YOU LIVE TO TRAVEL (Class 36)	United States	Reg. 2,510,240
WHEN YOU LIVE TO TRAVEL (Class 39)	United States	Reg. 2,618,874

J. Schaefer *M. Kind*

IN WITNESS WHEREOF, this Trademark Security Agreement has been duly executed by the Parties' officers thereunto duly authorized on the 30 day of October, 2003.

THE WORLD RESIDENT HOLDINGS, LTD.

Dated: October 30, 2003

By: [Signature]

Name: Paul Smith
Title: Attorney-In-Fact

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

On the 30 day of October, 2003, before me personally came Paul Smith, to me personally know and known to me to be the person described in and who executed the foregoing instrument as Attorney-In-Fact of The World Resident Holdings Ltd., who being by me duly sworn did depose and say that he resides at 16614 Spring Cypress Rd, Cypress, Texas USA; that he is the _____ of _____, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

KATRINA D. SCOTT
NOTARY PUBLIC, State of New York
No. 01505082063
Qualified in New York County
Commission Expires June 17, 2006

[SEAL]

My commission expires:
6/17/2006