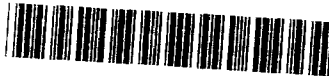


11-10-2004

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



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

102878501

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

1. Name of conveying party(ies):  
NATIONAL LEISURE GROUP, INC.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

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

3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: November 20, 2003

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: \_\_\_\_\_

Street Address: 4445 Willard Avenue, 12th Fl.

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other 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) 76/509,711

B. Trademark Registration No.(s) 1,831,594

Additional number(s) attached ☒ Yes ☐ No

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

Name: Darren Collins

Internal Address: \_\_\_\_\_

Street Address: 2001 Ross Ave., Suite 3000

City: Dallas State: TX Zip: 75201

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 465.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

9. Signature.

Darren Collins

Name of Person Signing

Signature

November 5, 2004

Date

Total number of pages including cover sheet, attachments, and document: 24

11/09/2004 BYRNE 00000009 76509711

01 FC:6521  
02 FC:6522

40.00 DP  
425.00 DP

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

TRADEMARK  
REEL: 003074 FRAME: 0368

## CONTINUATION OF ITEM 1

### Name of Conveying Party

NLG HOLDINGS, INC., Corporation - State  
BLUE SEA PARTNERS, INC., Corporation - State  
CRUISEMASTERS, INC., Corporation - State  
THE CRUISE LINE, INC., Corporation - State  
GOODFELLOW ENTERPRISES, INC., Corporation - State  
CRUISES INC., Corporation - State  
CRUISE ONE, INC., Corporation - State  
1 800 CRUISES, INC., Corporation - State  
SHIP 'N' SHORE CRUISES, INC., Corporation - State  
SNS COACH LINE, INC., Corporation - State  
LANDRY & KLING, INC., Corporation - State  
NERVE HOLDING CORP., Corporation - State  
TRAVEL MANAGEMENT HOLDINGS, INC., Corporation - State  
TRAVEL TECHNOLOGY HOLDINGS, INC., Corporation - State  
TRAVEL MANAGEMENT, INC. , Corporation - State  
TRAVEL MANAGEMENT LIMITED, INC., Corporation - State  
TRAVEL TECHNOLOGY, INC. , Corporation - State  
TRAVEL TECHNOLOGY LIMITED, INC., Corporation - State  
CRUISES ONLY, LLC., Corporation - State  
TRAVEL MANAGEMENT CENTER, LTD., Limited Liability Company  
TRAVEL TECHNOLOGY, LTD., Limited Liability Company

## CONTINUATION OF ITEM 4

### Applications

### Registrations

78/190,496	1,831,595
	1,799,689
	2,178,835
	2,178,836
	2,095,180
	2,149,282
	2,325,658
	2,569,472
	1,519,447
	2,092,350
	2,208,328
	2,148,470
	2,022,868
	2,623,736
	2,148,469

# **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of November 20, 2003, by each of the signatories hereto listed as a "Grantor" together with any other entity that may become a party hereto pursuant to a Joinder Agreement, each a "**Grantor**" and collectively the "**Grantors**", in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

## **RECITALS**

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among National Leisure Group, Inc., a Delaware corporation ("**Borrower**"), the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to Borrower certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "**Loans**");

**WHEREAS**, Borrower and Grantors are members of an affiliated group of companies;

**WHEREAS**, the proceeds of the extensions of credit under the Loan Agreement will be used in part to enable Borrower to make valuable transfers to Grantors and Grantors to make valuable transfers to Borrower in connection with the operation of their respective businesses;

**WHEREAS**, Grantors and Borrower are engaged in related businesses, and Grantors will derive substantial direct and indirect benefit from the making of the extensions of credit under the Loan Agreement;

**WHEREAS**, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantors' obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, for the works set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Further Assurances; Power of Attorney. Each Grantor agrees to cooperate with

Agent to take any action (a "**Requested Action**") and to execute any instrument (a "**Requested Instrument**") (each at Agent's expense) that the Agent may reasonably request to accomplish the purposes of this IP Security Agreement. In the event and to the extent that any Grantor has not taken any Requested Action or executed any Requested Instrument as reasonably requested by Assignee within fourteen (14) days of receiving such request, each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, to take any such Requested Action and to execute any such Requested Instrument. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, (i) to execute and file any financing statement, any continuation statement or any amendment thereto, and (ii) to execute and file any applications for renewal, affidavits of use, affidavits of incontestability or similar document or proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction, and (iii) to execute and file any response or answer to any opposition, interference or cancellation proceedings brought by a third party, and (iv) to pay any fees and taxes in connection with any action referred to in this paragraph (b) or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the

Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantors' request and sole expense) shall promptly execute and deliver to the Grantors (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.


(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

*[Remainder of Page Intentionally Blank; Signature Pages Follow]*

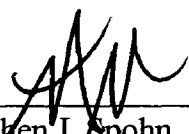
**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTORS:**

**NATIONAL LEISURE GROUP, INC.  
NLG HOLDINGS, INC.**

By:   
Stephen J. Spohn  
Senior Vice-President of Finance

**BLUE SEA PARTNERS, INC.  
CRUISEMASTERS, INC.  
THE CRUISE LINE, INC.  
GOODFELLOW ENTERPRISES, INC.  
CRUISES INC.  
CRUISE ONE, INC.  
1 800 CRUISES, INC.  
SHIP 'N' SHORE CRUISES, INC.  
SNS COACH LINE, INC.  
LANDRY & KLING, INC.  
NERVE HOLDING CORP.  
TRAVEL MANAGEMENT HOLDINGS, INC.  
TRAVEL TECHNOLOGY HOLDINGS, INC.  
TRAVEL MANAGEMENT, INC.  
TRAVEL MANAGEMENT LIMITED, INC.  
TRAVEL TECHNOLOGY, INC.  
TRAVEL TECHNOLOGY LIMITED, INC.**


By:   
Stephen J. Spohn  
Treasurer

**CRUISES ONLY, LLC**

By:   
Stephen J. Spohn  
Manager


**TRAVEL MANAGEMENT CENTER, LTD.**

**By: TRAVEL MANAGEMENT, INC., its general partner**

By:   
\_\_\_\_\_  
Stephen J. Spohn  
Treasurer

**TRAVEL TECHNOLOGY, LTD.**

**By: TRAVEL TECHNOLOGY, INC., its general partner**


By:   
\_\_\_\_\_  
Stephen J. Spohn  
Treasurer



**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By: \_\_\_\_\_

  
Joseph Turitz

Associate General Counsel, Corporate Finance

**ACKNOWLEDGMENT**

STATE OF NEW YORK §  
COUNTY OF NEW YORK § SS

Before me, the undersigned, a Notary Public, on this 20<sup>th</sup> day of November, 2003, personally appeared Stephen J. Spohn to me known personally, who, being by me duly sworn, did say that he is the Senior Vice-President of Finance of each of National Leisure Group, Inc. and NLG Holdings, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Stephen J. Spohn acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: \_\_\_\_\_

**MARA J. RIEKSTINS**  
Notary Public, State of New York  
No. 01RI6082612  
Qualified in New York County  
Commission Expires October 28, 2006

# ACKNOWLEDGMENT

STATE OF NEW YORK §  
COUNTY OF NEW YORK § SS

Before me, the undersigned, a Notary Public, on this 20<sup>th</sup> day of November, 2003, personally appeared Stephen J. Spohn, to me known personally, who, being by me duly sworn, did say that he is the Treasurer of each of Blue Sea Partners, Inc., CruiseMasters, Inc., The Cruise Line, Inc., Goodfellow Enterprises, Inc., Cruises Inc., Cruise One, Inc., 1 800 Cruises, Inc., Ship 'N' Shore Cruises, Inc., SNS Coach Line, Inc., Landry & Kling, Inc., Nerve Holding Corp., Travel Management Holdings, Inc., Travel Technology Holdings, Inc., Travel Management, Inc., Travel Management Limited, Inc., Travel Technology, Inc., and Travel Technology Limited, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members, as applicable, and the said Stephen J. Spohn acknowledged said instrument to be his free act and deed.



Notary Public

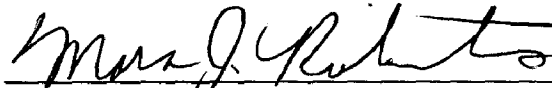
My Commission Expires: \_\_\_\_\_

**MARA J. RIEKSTINS**  
Notary Public, State of New York  
No. 01RI6082612  
Qualified in New York County  
Commission Expires October 28, 2006

# ACKNOWLEDGMENT

STATE OF NEW YORK §  
COUNTY OF NEW YORK § SS

Before me, the undersigned, a Notary Public, on this 20<sup>th</sup> day of November, 2003, personally appeared Stephen J. Spohn, to me known personally, who, being by me duly sworn, did say that he is the Manager of Cruises Only, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members or partnership agreement, as applicable, and the said Stephen J. Spohn acknowledged said instrument to be his free act and deed.



Notary Public

My Commission Expires: \_\_\_\_\_

MARA J. RIEKSTINS  
Notary Public, State of New York  
No. 01RI6082612  
Qualified in New York County  
Commission Expires October 28, 2006

# ACKNOWLEDGMENT

STATE OF NEW YORK §  
COUNTY OF NEW YORK § SS

Before me, the undersigned, a Notary Public, on this 20<sup>th</sup> day of November, 2003, personally appeared Stephen J. Spohn, to me known personally, who, being by me duly sworn, did say that he is the Treasurer of the general partner of Travel Management Center, Ltd., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members or partnership agreement, as applicable, and the said Stephen J. Spohn acknowledged said instrument to be his free act and deed.



Notary Public


My Commission Expires: \_\_\_\_\_

**MARA J. RIEKSTINS**  
Notary Public, State of New York  
No. 01RI6082612  
Qualified in New York County  
Commission Expires October 28, 2006

# ACKNOWLEDGMENT

STATE OF NEW YORK §  
COUNTY OF NEW YORK § SS

Before me, the undersigned, a Notary Public, on this 20<sup>th</sup> day of November, 2003, personally appeared Stephen J. Spohn, to me known personally, who, being by me duly sworn, did say that he is the Treasurer of the general partner of Travel Technology, Ltd., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors or members or partnership agreement, as applicable, and the said Stephen J. Spohn acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

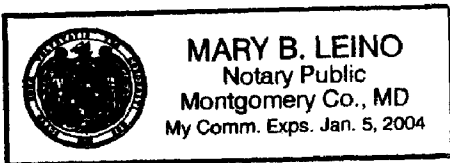
**MARA J. RIEKSTINS**  
Notary Public, State of New York  
No. 01RI6082612  
Qualified In New York County  
Commission Expires October 28, 2006

# ACKNOWLEDGMENT

STATE OF MARYLAND           §  
   §       SS  
COUNTY OF MONTGOMERY   §

Before me, the undersigned, a Notary Public, on this 18 day of November, 2003, personally appeared Joseph Turitz to me known personally, who, being by me duly sworn, did say that he is the Associate General Counsel, Corporate Finance of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Joseph Turitz acknowledged said instrument to be his free act and deed.

Mary B. Leino  
Notary Public  
My Commission Expires: \_\_\_\_\_



## **SCHEDULE A**

### **COPYRIGHT COLLATERAL**

Cruise Control, TX 4-945-058 (US)

Office copy accounting; TX101-326 (US)

Reservation and rate card, TX5988 (US)

Travel Management, Inc.'s airfare report: select fares by destination; TX1-021-155 (US)



**SCHEDULE B**

**PATENT COLLATERAL**

**Registered Patents**

Systems and Methods of Maintaining Client Relationships, U.S. Patent No. 6,477,533

**Pending Patent Applications**

Systems and Methods of On-Line Booking of Cruises, Ser. No. 09/728,702

Systems and Methods of Comparing Product Information, Ser. No. 09/728,583

Systems and Methods of Displaying Cruise Line Pricing Data, Ser. No. 09/728,939

[application filed by NLG], Ser. No. 09/766,945

## SCHEDULE C

### TRADEMARK COLLATERAL

#### Trademark Registrations and Applications

CRUISE FAIRS OF AMERICA Plus Design, US Reg. No. 1831594

CRUISE FAIRS OF AMERICA, US Reg. No. 1831595

CRUISEONE, US Reg. No. 1799689

CRUISE FINDER, US Reg. No. 2178835

CRUISE SCAN, US Reg. No. 2178836

CRUISES INC. CERTIFIED & BONDED Plus Design, US Reg. No. 2095180

THE CRUISE DIRECTORY Plus Design, US Reg. No. 2149282

CRUISES ONLY, US Ser. No. 76/509,711

CRUISES, New York Reg. No. S15418

CRUISES INC. Oregon Reg. No. S31891, South Dakota [none available], Kentucky Reg. No. 11960, Tennessee [none available], Delaware Reg. No. 9767994, New Jersey Reg. No. 14557, Maine Reg. No. 19970185 and New Hampshire [none available]

CRUISEMASTERS, California Reg. No. 24771

DIAMOND DEALS, US Ser. No. 76/129,275

1-800-CHEAP-CRUISE, US Reg. No. 1,813,249

1-800-CRUISE-NOW, US Reg. No. 2,325,658

THE CRUISE MEGA STORE, US Reg. No. 2,569,472

SEASAVER, US Ser. No. 78/190,496

THE VACATION OUTLET, US Reg. No. 1,519,447

VACATION EXPO, US Reg. No. 2,092,350

VACATION OUTLET, US Reg. No. 2,208,328

THE VACATION STORE, INC. VACATION STORE (WORDS ONLY) , Reg. No. 2,148,470

THE VACATION STORE, LLC THE VACATION STORE (AND DESIGN), US Reg. No.  
2,022,868

VACATION OUTLET AND DESIGN, US Reg. No. 2,623,736

TVS, US Reg. No. 2,148,469

THE VACATION OUTLET AND DESIGN, Massachusetts Reg. No. 39,940

**Pending Canadian Trademark Applications**

CRUISESONLY, Appln. No. 1168978

CRUISESONLY Plus Design, Appln. No. 1168979

**US Common Law Marks**

1-800-CRUISES

## SCHEDULE D

### DOMAIN NAMES

1800cheapcruise.com	cruisesupport.com
1-800-cheapcruise.com	cruisesupport.net
1-800-cheap-cruise.com	cruiseworldsusa.com
1800cheapcruise.net	cruiseworldusa.com
1-800-cheapcruise.net	cruiseworldusa.net
1-800-cheap-cruise.net	crusieonly.ca
1800cheapcruises.com	crusiesonly.ca
1-800-cheapcruises.com	crusiesonly.com
1-800-cheap-cruises.com	crystalcruise.com
1800cheapcruises.net	curise.ca
1-800-cheapcruises.net	curiseonly.ca
1-800-cheap-cruises.net	curises.ca
1800criuses.ca	curisesonly.ca
1-800-criuses.ca	curisesonly.com
1800cruise.ca	cursie.ca
1-800-cruise.ca	cursieonly.ca
1800-cruise.com	cursies.ca
1800cruise.net	cursiesonly.ca
1800cruisenow.com	customvacation.net
1-800-cruisenow.com	diamonddeals.us
1-800-cruise-now.com	diamond-deals.us
1800cruisenow.us	divasatsea.com
1-800-cruise-now.us	diveexpo.com
1800cruises.biz	family-cruises.net
1-800-cruises.ca	family-reunion-cruise.com
1800cruises.com	family-reunion-cruises.com
1-800-cruises.com	fantasyfestcruise.com
1800cruises.info	fantasyfestcruise.net
1800cruisesonly.com	fantasyfestcruise.org
1800cruisesonly.net	gaycruise.com
1-800-cruisesonlycom.biz	gaycruises.com
1800cruising.com	goldcoastcruises.biz
1800-cruising.com	goldcoastcruises.com
1800crusies.ca	goldcoastcruises.info
1-800-crusies.ca	goldcoastcruises.us

1800curises.ca	greatchefsatsea.com
1-800-curises.ca	hedonismcruise.com
1800cursies.ca	homeawayfromhome.us
1-800-cursies.ca	hometravelplanner.com
1800funtrip.com	hometravelplanner.net
1-800-fun-trip.com	hometravelplanner.org
1800funtrip.us	incentivecruises.com
1-800-fun-trip.us	interlinespecials.com
1800travelworld.com	interlinespecials.net
1800travelworld.net	interlinespecials.us
1888cruises.com	joincruisesinc.com
1-888-cruises.com	landryandkling.com
1888cruisesonly.com	landryandkling.info
800cheapcruise.us	landryandkling.net
800cruise.ca	landryandkling.org
800cruisenow.com	landrykling.biz
800cruiseonly.com	landry-kling.biz
800cruises.biz	landrykling.com
800cruises.ca	landry-kling.com
800cruises.info	landrykling.info
800cruisesonly.com	landry-kling.info
800-cruising.biz	leisureone.com
800-cruising.com	leisureone.net
800-cruising.info	leisureone.us
888cruises.com	leisure-one.us
888cruisesonly.com	leisureonet.net
agoodtrip.net	morefun.com
buildyourownvacation.com	morefun.info
buildyourownvacation.net	mrcruise.com
buildyourownvacation.org	mycruiseonly.com
celebritychefsatsea.com	mycruiseonly.net
cheapcruise.ca	mycruisesonly.com
cheapcruise.com	mycruisesonly.net
chefsatsea.com	mytravelcruisedeals.com
corporatecruises.biz	mytravelcruises.com
corporatecruises.com	personaltravelplanner.com
corporatecruises.info	personaltravelplanner.net
criuse.ca	personaltravelplanner.org
criuseonly.ca	princesscruise.com

criuses.ca	royalcruise.com
criusesonly.ca	seacite.com
criusesonly.com	sealuxury.com
criusesonlycom.biz	searchcruise.net
cruise1.com	search-cruises.com
cruise4less.biz	searchcruises.net
cruise4less.com	searchtravel.com
cruise4less.info	searchtravel.net
cruisealumni.com	searchvacation.com
cruisecarnival.com	searchvacation.net
cruisecheap.biz	seasaver.biz
cruisecheap.com	seasaver.com
cruisecheap.info	sea-saver.com
cruisecheap.us	seasaver.info
cruisedeal.com	seasaver.net
cruisedirectory.us	seasaver.org
cruise-directory.us	seasaver.us
cruisedisney.com	sea-saver.us
cruisefairs.com	sea-savers.com
cruisefairs.us	seasavers.info
cruisefairsofamerica.com	seasavers.net
cruisefairsofamerica.us	seasavers.org
cruisefares.com	seasavers.us
cruisefaresofamerica.com	sea-savers.us
cruisefinder.us	sellcruises.us
cruisehollandamerica.com	sharedsvcs.com
cruiseline.com	sharedsvcs.net
cruiseline.us	shipandshore.info
cruiselineinc.com	shipandshore.us
cruisemasters.com	shipandshorecruises.com
cruisemasters.us	shipandshorecruises.com
cruisemegastore.com	shipandshorecruises.info
cruisemegastore.net	shipandshorecruises.us
cruisepnow.biz	shipandshorecruises.us
cruisepnow.com	ship-n-shore.biz
cruisepnow.us	ship-n-shore.com
cruiseone.com	ship-n-shore.info
cruiseone.us	shipnshorecruises.com
cruise-one.us	shipselect.biz

## Exhibit of Registration and Applications

### Applications

### Registrations

76/509,711

1,831,594

78/190,496

1,831,595

1,799,689

2,178,835

2,178,836

2,095,180

2,149,282

2,325,658

2,569,472

1,519,447

2,092,350

2,208,328

2,148,470

2,022,868

2,623,736

2,148,469