

06-09-2005

FORM PTO-1594

RECORD  
TF



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

(Rev. 03/01)  
OMB No. 0651-0027 (exp. 05/31/2002)

103018465

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

1. Name of conveying party(ies): <b>International Cruise &amp; Excursion Gallery, Inc.</b>		2. Name and address of receiving party(ies): Name: <b>Silicon Valley Bank</b> Internal Address: <b>HA155</b>  Street Address: <b>3003 Tasman Drive</b>	
<input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other		City: <b>Santa Clara</b> State: <b>CA</b> ZIP: <b>95054</b>	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		City: <b>Santa Clara</b> State: <b>CA</b> ZIP: <b>95054</b>	
3. Nature of conveyance:		<input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State- <u>DE</u> <input type="checkbox"/> Other	
<input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No	
07/02/04		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

6-9-05

4. Application number(s) or registration number(s):	
A. Trademark Application No.(s)	B. Trademark No.(s) <b>2,426,852</b>
06/06/2005 BTUN11 00000144 2426852	
01 FC70521 40.00 GP	
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

OPR/ENHANCE  
JUN-7 11 08 05

5. Name and address of party to whom correspondence concerning document should be mailed:		6. Total number of applications and registrations involved: 1	
Name: <b>Silicon Valley Bank</b>  Internal Address: <b>Loan Documentation HA155</b>  Street Address: <b>3003 Tasman Dr.</b>  City: <b>Santa Clara</b> State: <b>Ca</b> ZIP: <b>95054</b>		7. Total fee (37 CFR 3.41): <b>\$40.00</b> <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	

DO NOT USE THIS SPACE

9. 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.

Mainbel Higuera                      Mainbel Higuera                      6/10/05  
Name of Person Signing                      Signature                      Date

Amy Wikert

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

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

TRADEMARK  
REEL: 003177 FRAME: 0638

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Effective Date by and between SILICON VALLEY BANK ("Bank") and International Cruise & Excursion Gallery, Inc. ("Grantor").

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated the Effective Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, Trademarks and Mask Works listed on Schedules A, B, C, and D hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

10030 N. 25th Avenue  
Phoenix, AZ 85021

Attn: \_\_\_\_\_

Address of Bank:

14300 Northsight Boulevard, Suite 203  
Scottsdale, AZ 85260

Attn: Travis D. Wood

GRANTOR:

International Cruise & Excursion Gallery, Inc.

By: [Signature]

Title: President

BANK:

SILICON VALLEY BANK

By: Travis D. Wood

Title: Relationship Manager

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT B

Patents

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

EXHIBIT C

Trademarks

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

Discover The Dream

2,426,852

02/06/01

EXHIBIT D

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date