

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TTC Holdings, Inc.		11/20/2003	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	National Leisure Group, Inc.		
Street Address:	100 Sylvan Road		
Internal Address:	Suite 600		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2325658	1-800-CRUISE-NOW	
CORRESPONDENCE DATA			
Fax Number:	(617)951-7050		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-7021		
Email:	irina.mogilevich@ropesgray.com		
Correspondent Name:	Irina Mogilevich, Esq.		
Address Line 1:	One International Place		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	NALL-T-024		
NAME OF SUBMITTER:	Irina Mogilevich, Esq.		
Signature:	/i mogilevich/		

CH \$40.00 2325658

Date:

03/03/2006

Total Attachments: 7

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SCHEDULE

Trademark	Jurisdiction	Registration Number
1-800-CRUISE-NOW	United States	2,325,658

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of November 20, 2003 (this "Assignment") between TTC Holdings, Inc., a Delaware corporation (the "Assignor"), and National Leisure Group, Inc., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to that certain Stock Sale and Purchase Agreement between MyTravel USA Holdings, Inc., MyTravel Group plc and Assignee dated as of October 20, 2003 (the "SSPA"), the Assignor has agreed to sell to the Assignee certain Acquired Companies and has agreed to assign to the Assignee all of the Assignor's right, title and interest in and to Assignor's intellectual property related solely to the business of the Acquired Companies, including without limitation the trademarks, service marks, logos and brand names listed on the attached Schedule A and all trademark applications and registrations therefor (collectively, the "Marks").

NOW, THEREFORE, in consideration of the SSPA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all rights, title, and interests in and to the Marks, together with the goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past infringements of the Marks, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. At Assignee's request, Assignor will assign and deliver to Assignee all files, documents and correspondence pertaining to the Marks in Assignor's possession or control, including all correspondence to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with prosecution or maintenance of the Marks. In addition, at Assignee's expense and reasonable request, Assignor will provide further cooperation (such as executing and delivering additional assignments, affidavits and other documents, and providing information, documents and materials) reasonably necessary to obtain, perfect and defend the Marks in this or any foreign country.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
5. Representations and Warranties. The Marks are owned by the Assignor free and clear of all Encumbrances, other than Permitted Encumbrances. To the Knowledge of the Assignor, no third-party has infringed upon, misappropriated or otherwise violated the Marks.
6. Covenant Not to Sue. Assignor hereby releases, discharges, and covenants not to assert against Assignee or Assignee's parents, subsidiaries, customers, distributors, affiliates,

joint venturers, agents, employees, directors, successors or assigns, any claims, causes of action, rights of action or liabilities of any kind or nature, whether now existing or hereafter arising and whether known or unknown, that Assignor is, was or may be entitled to assert as a result of Assignor's ownership of the Marks.

7. Governing Law. This Assignment will be governed by and construed and interpreted in accordance with the substantive Laws of the State of New York, without giving effect to any choice of law or conflicts of law provision or rule that would cause the applications of the Laws of a jurisdiction other than New York.

8. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to them in the SSPA.

Signature page follows

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

TTC HOLDINGS, INC.

By: _____
Name:
Title:

State of _____)
County of _____)

ss.:

On this ____ day of _____, 2003, before me, a Notary Public, personally appeared _____ to me known to be the _____ of TTC HOLDINGS, INC. and also known to me to be the person who executed the foregoing assignment on behalf of TTC HOLDINGS, INC. and acknowledged to me that such corporation executed the same.

Notary Public

ACCEPTED:

NATIONAL LEISURE GROUP, INC.

By: _____
Name:
Title:

State of _____)
County of _____)

ss.:

On this ____ day of _____, 2003, before me, a Notary Public, personally appeared _____ to me known to be the _____ of NATIONAL LEISURE GROUP, INC. and also known to me to be the person who executed the foregoing assignment on behalf of NATIONAL LEISURE GROUP, INC. and acknowledged to me that such corporation executed the same.

Notary Public

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

TTC HOLDINGS, INC.

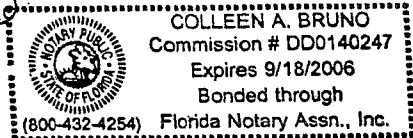
By: [Signature]
Name: ROBERT J. MARAIST
Title: VICE PRESIDENT

State of FLORIDA)
County of PALM BEACH)

ss.:

On this 17th day of NOVEMBER, 2003, before me, a Notary Public, personally appeared ROBERT J. MARAIST to me known to be the Vice President of TTC HOLDINGS, INC. and also known to me to be the person who executed the foregoing assignment on behalf of TTC HOLDINGS, INC. and acknowledged to me that such corporation executed the same.

[Signature]
Notary Public



ACCEPTED:

NATIONAL LEISURE GROUP, INC.

By: [Signature]
Name: Brod Gerson
Title: President

State of New York)
County of New York)

ss.:

On this 20 day of November, 2003, before me, a Notary Public, personally appeared Brod Gerson to me known to be the President of NATIONAL LEISURE GROUP, INC. and also known to me to be the person who executed the foregoing assignment on behalf of NATIONAL LEISURE GROUP, INC. and acknowledged to me that such corporation executed the same.

[Signature]

Notary Public
KENNETH A. FILAR
Notary Public, State of New York
No. 01FI4804622
Qualified in Richmond County
Commission Expires September 23, 2006

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

TTC HOLDINGS, INC.

By: [Signature]
Name: ROBERT J. MARAST
Title: VICE PRESIDENT

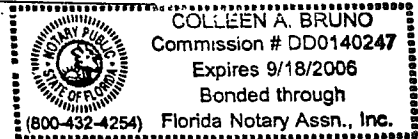
State of FLORIDA)

County of PALM BEACH)

ss.:

On this 17th day of NOVEMBER, 2003, before me, a Notary Public, personally appeared ROBERT J. MARAST to me known to be the Vice President of TTC HOLDINGS, INC. and also known to me to be the person who executed the foregoing assignment on behalf of TTC HOLDINGS, INC. and acknowledged to me that such corporation executed the same.

[Signature]
Notary Public



ACCEPTED:

NATIONAL LEISURE GROUP, INC.

By: [Signature]
Name: Brad Gesner
Title: President

State of New York)

County of New York)

ss.:

On this 22 day of November, 2003, before me, a Notary Public, personally appeared Brad Gesner to me known to be the President of NATIONAL LEISURE GROUP, INC. and also known to me to be the person who executed the foregoing assignment on behalf of NATIONAL LEISURE GROUP, INC. and acknowledged to me that such corporation executed the same.

[Signature]

Notary Public
KENNETH A. FILAR
Notary Public, State of New York
No. 01F14804622
Qualified in Richmond County
Commission Expires September 23, 2006

Schedule A

Marks

Mark	Jurisdiction	Serial Number/ Registration Number
1-800-CRUISE-NOW	United States	2,235,658
THE CRUISE MEGA STORE	United States	2,569,472
SEASAVER	United States	78/190,496