

12-21-2005

FORM PTO 1594
(Rev. 8-93)
OMB No. 0651-0011 (exp. 4/94)RECOF
TRU.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

103142759

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

1. Name of conveying party(ies):

ANTARES CAPITAL CORPORATION, AS AGENT

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation - Delaware
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other - Release of Security Interest Recorded 08/03/2000 at Reel
 002127 Frame 0450

Dated: December 7, 2005

2. Name and address of receiving party(ies):

 TRAVCOA CORPORATION, FORMERLY
 TRAVEL CORPORATION OF AMERICA
 2350 S.E. BRISTOL STREET
 NEWPORT BEACH, CA 92660

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation - Delaware
☐ 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

0753883

Additional numbers attached? ☐ Yes ☒ No

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

 Perla M. Kuhn, Esq.
 Hughes Hubbard & Reed LLP
 One Battery Park Plaza
 New York, New York 10004-1482
 (212) 837-6550
 kuhn@hugheshubbard.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00

- ☒ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit Account No.: 08-3264

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.

Name of Person Signing

Perla M. Kuhn

December 16, 2005

Date

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

Mail documents to be recorded with required cover sheet information to:

 Mail Stop Assignment Recordation Services
 Director of the United States Patent and Trademark Office
 P.O. BOX 1450, Alexandria, VA 22313-1450

CERTIFICATE OF MAILING

Express Mail Certificate No.: ER469185319US

 I hereby certify that this correspondence is being deposited with the United States Postal Service in an Express Mail envelope addressed to Mail Stop Assignment
 Recordation Services, Director of the United States Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450 on 12/16/2005 (Date
 of Deposit).

Elaine S. Parker

Name

Signature

December 16, 2005

Date of Signature

12/20/2005 ECOOPER 00000044 0753883

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 TRADEMARK
 REEL: 003276 FRAME: 0614

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of December 7, 2005 by Antares Capital Corporation, as Agent ("Antares").

WHEREAS, Antares and Travcoa Corporation, an Illinois corporation ("Debtor"), entered into that certain Mortgage of Patents, Trademarks and Copyrights, dated as of July 27, 2000 (the "Mortgage of Patents, Trademarks and Copyrights");

WHEREAS, the Mortgage of Patents, Trademarks and Copyrights granted Antares a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to Antares (the "Obligations");

WHEREAS, Antares recorded the Mortgage of Patents, Trademarks and Copyrights on August 3, 2000 at Reel 2127, Frame 0450 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that Antares release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Antares hereby agrees as follows:

Antares hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

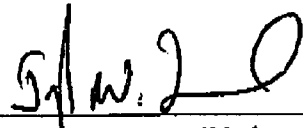
(b) the goodwill of Debtor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

Antares further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, Antares has caused this Release of Trademarks to be duly executed as of the day and year first above written.

ANTARES CAPITAL CORPORATION, as Agent

By: 
Name: Tyler W. Lindblad
Title: Director

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[Signature Page to Travcoa Corporation Release of Trademarks]

PAGE 23/28 * RCVD AT 12/12/2005 5:46:52 PM [Eastern Standard Time] * SVR:HHRFAX/4 * DNIS:6870 * CSID:3053735148 * DURATION (mm-ss):07-56

TRADEMARK
REEL: 003276 FRAME: 0617

SCHEDULE A

<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>
72154069	0753883