

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
Cruise Travel Holdings, LLC		11/30/2006	LIMITED LIABILITY COMPANY: FLORIDA
Creative Leisure International, LLC		11/30/2006	LIMITED LIABILITY COMPANY: NEW YORK
Cruise One, Inc.		11/30/2006	CORPORATION: FLORIDA
Cruises Inc.		11/30/2006	CORPORATION: FLORIDA
National Leisure Group, Inc.		11/30/2006	CORPORATION: DELAWARE
Ship 'N' Shore Cruises, LLC		11/30/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC, as Agent
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	1821690	COCONUT BONUS DAYS
Registration Number:	1029709	CREATIVE LEISURE
Registration Number:	993225	CREATIVE LEISURE
Registration Number:	1768227	FAMILY VACATIONS WITH LIVING ROOM
Registration Number:	2963977	LUXURY WITHIN REACH
Registration Number:	1824613	PESO LITTLE
Registration Number:	1378424	PRIVACY IN PARADISE
Registration Number:	3103358	VILLAS OF DISTINCTION

CH \$990.00 1821690

Registration Number:	2934089	BLUE WAVE SOLUTIONS
Registration Number:	2460435	CRUISE411
Registration Number:	2454117	CRUISE411.COM
Registration Number:	2543902	CRUISE411.COM
Registration Number:	2925900	CRUISE COMMERCE CATALYST
Registration Number:	2434994	EVERY CRUISELINE EVERY SHIP EVERY CABIN AT A SUBSTANTIAL DISCOUNT...GUARANTEED
Registration Number:	1799689	CRUISEONE
Registration Number:	2095180	CRUISES INC. CERTIFIED & BONDED
Registration Number:	2149282	THE CRUISE DIRECTORY
Registration Number:	3173311	CRUISES INC. AMERICA'S CRUISE SPECIALISTS
Registration Number:	2829624	CRUISEONLY
Registration Number:	2569472	THE CRUISE MEGA STORE
Registration Number:	2148470	THE VACATION STORE
Registration Number:	2208328	VACATION OUTLET
Registration Number:	2945615	NLG
Registration Number:	3117592	NLG
Registration Number:	2972897	SEASAVER
Registration Number:	2980027	SEASAVER
Registration Number:	2022868	THE VACATION STORE
Registration Number:	2623736	VACATION OUTLET
Registration Number:	3039249	VACATION OUTLET
Registration Number:	3022563	VACATION OUTLET
Registration Number:	1519447	THE VACATION OUTLET
Registration Number:	2092350	VACATION EXPO
Registration Number:	2325658	1-800-CRUISE-NOW
Serial Number:	78505217	CREATIVE LEISURE
Serial Number:	76659142	EVERY CRUISE LINE, EVERY SHIP, EVERY CABIN AT THE LOWEST PRICE...GUARANTEED!
Serial Number:	76552723	BROADENING HORIZONS
Serial Number:	76552724	NATIONAL LEISURE GROUP
Serial Number:	78621806	CRUISES INC. AMERICA'S CRUISE SPECIALISTS
Serial Number:	76129275	DIAMOND DEALS

CORRESPONDENCE DATA

TRADEMARK
REEL: 003455 FRAME: 0587

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-577-8265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	330119-96
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	01/05/2007

Total Attachments: 21

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AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of November 30, 2006 (this "**Agreement**"), made by each of **NATIONAL LEISURE GROUP, INC.**, a Delaware corporation ("**Borrower**"), **NLG HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"), **BLUE SEA PARTNERS, LLC**, a Delaware limited liability company ("**Blue Sea**"), **SHIP 'N' SHORE CRUISES, LLC**, a Delaware limited liability company ("**SNS**"), **CRUISES INC.**, a Florida corporation ("**CI**"), **CRUISE ONE, INC.**, a Florida corporation ("**COI**", COI together with Borrower, Holdings, Blue Sea, SNS, and CI, together with their successors and assigns, are sometimes referred to herein individually as an "**Existing Credit Party**" and collectively as the "**Existing Credit Parties**"), **ROOMS.COM, LLC**, a Delaware limited liability company ("**Rooms.com**"), **WORLD TRAVEL HOLDINGS, INC.**, a Delaware corporation ("**WTH**"), **NLG ACQUISITIONS CORP.**, a Delaware corporation ("**Acquisitions**"), **CREATIVE LEISURE INTERNATIONAL, LLC**, a New York limited liability company ("**Creative Leisure**"), **CRUISE TRAVEL HOLDINGS, LLC**, a Florida limited liability company ("**Cruise Travel**", Cruise Travel together with Rooms.com, WTH, Acquisitions and Creative Leisure, together with their successors and assigns, are sometimes referred to herein individually as a "**New Credit Party**" and collectively as the "**New Credit Parties**", the New Credit Parties, together with the Existing Credit Parties, sometime referred to herein individually as a "**Grantor**" and collectively as the "**Grantors**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company as administrative, payment and collateral agent (the "**Agent**") for itself and certain other lenders ("**Lenders**").

W I T N E S S E T H:

WHEREAS, each Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property (as defined below) listed on Schedule I hereto;

WHEREAS, each Existing Credit Party and Agent are parties to (i) that certain Intellectual Property Security Agreement dated as of November 20, 2003 and filed for record with the U.S. Copyright Office on January 18, 2005 as document V003519, page 935, and with the U.S. Patent and Trademark Office on November 8, 2004 at Reel 3074, Frame 0368, (ii) that certain First Supplemental Intellectual Property Security Agreement dated as of February 28, 2005 and filed for record with the U.S. Patent and Trademark Office on May 9, 2005 at Reel 3200, Frame 0237, and (iii) that certain Second Supplemental Intellectual Property Security Agreement dated as of May 6, 2005 and filed for record with the U.S. Patent and Trademark Office on July 19, 2005 at Reel 3195, Frame 0111 (collectively, the "**Original Agreement**");

WHEREAS, the Credit Agreement referred to in the Original Agreement is being amended and restated by that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Credit Agreement**") among Borrower, Lenders and Agent, which, without constituting a novation, amends and restates in its entirety that certain Revolving Credit, Term Loan and Security

Agreement dated as of November 20, 2003 among Borrower, Agent and the lenders party thereto (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Original Credit Agreement**");

WHEREAS, Grantors are mutually dependent on each other in the conduct of their respective businesses as an integrated operation, and, as such, will derive substantial benefit and advantage from the loans and other financial accommodations available to the Borrower set forth in the Credit Agreement;

WHEREAS, each Existing Credit Party (other than Borrower) agreed to guaranty all of the Obligations of Borrower under the Original Credit Agreement pursuant to that certain Guaranty dated as of November 20, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "**Original Guaranty**") by and among each Existing Credit Party, the other guarantors party thereto and Agent;

WHEREAS, each Existing Credit Party (other than Borrower) and Agent entered into that certain Security Agreement dated as of November 20, 2003 (as the same has been amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Original Security Agreement**"), pursuant to which each Existing Credit Party granted to Agent for the benefit of Agent and Lenders a security interest in substantially all of the assets of each such Existing Credit Party including all right, title and interest of such Existing Credit Parties in, to and under all now owned and hereafter acquired Intellectual Property, whether now existing or hereafter arising or acquired as security to secure the payment of the "Guaranteed Obligations" (as defined in the Original Security Agreement); and

WHEREAS, in order to induce Agent and Lenders to enter into the Credit Agreement and make the Loans thereunder, Grantors have agreed to amend and restate the Original Security Agreement pursuant to that certain Amended and Restated Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**") pursuant to which Grantors have guaranteed the prompt payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, each Grantor hereby agrees to amend and restate the Original Agreement in its entirety, without constituting a novation, as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyright Licenses**" shall mean any and all rights now owned or hereafter acquired by any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) goodwill of the business symbolized by any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License, including, without limitation, records relating to the distribution of products or services bearing such Trademark, Patent or Copyright; (v) all customer lists and customer information, (vi) all income, fees, royalties and other payments at any time due or payable with respect to any Trademark, Patent or Copyright, including, without limitation, payments under all Licenses at any time entered into in connection therewith; (vii) books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software, source codes, object codes, executable code, data, databases and other physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; (viii) the right to sue for all past, present and future infringements of any Trademark, Patent or Copyright; (ix) all other intellectual property; and (x) all common law and other rights throughout the world in and to all of the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patent Licenses” shall mean rights under any written agreement now owned or hereafter acquired by any Grantor granting any right with respect to any invention on which a Patent is in existence.

“Trademark Licenses” shall mean rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

(c) **Other Definitional Provisions.**

(i) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the payment and performance of the Guaranteed Obligations, each Grantor hereby confirms and acknowledges that it has granted, assigned and conveyed (and, to the extent not previously granted under the Security Agreement, does hereby grant, assign and convey) to Agent for the benefit of itself and the Lenders, a security interest in such Grantor’s entire right, title and interest in its Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired by such Grantor, and including, without limitation, such Grantor’s

right, title and interest in and to the Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of such Grantor's business connected with and symbolized by the Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the "IP Collateral").

3. **Protection of Intellectual Property by Grantor.** Each Grantor shall, at its sole cost, expense and risk, undertake the following with respect to the Intellectual Property that is registered or for which any Grantor has filed an application for registration ("**Registered Intellectual Property**"):

(a) Pay all renewal fees and other fees and costs associated with maintaining all material Registered Intellectual Property and with the processing of all material Registered Intellectual Property and take all other reasonable and necessary steps to maintain each registration of all material Registered Intellectual Property.

(b) Take all actions reasonably necessary to prevent any of the material Registered Intellectual Property from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way.

(c) With respect to any material Registered Intellectual Property, pursue the prompt, diligent processing of each application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(d) Take any and all action which such Grantor reasonably deems appropriate under the circumstances to protect any material Registered Intellectual Property from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

4. **Representations and Warranties.** Each Grantor represents and warrants that:

(a) Schedule I is a true, correct and complete list of all Registered Intellectual Property owned by each Grantor as of the date hereof.

(b) Except as set forth in Schedule I, none of the Registered Intellectual Property is the subject of any licensing or franchise agreement pursuant to which each Grantor is the licensor or franchisor.

(c) The Intellectual Property is valid and enforceable and no claim has been made that the use of any of the Intellectual Property does or may violate the rights of any third person, and no material claim has been asserted and is pending by any Person challenging or questioning the use by any Grantor of any of the Intellectual Property owned by any Grantor or the validity or effectiveness of any of the Intellectual Property owned by any Grantor, nor does any Grantor know of any valid basis for any such claim.

(d) Each Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of its business as currently conducted, and each Grantor has a valid license to use or is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, the Intellectual Property, other than Permitted Liens and Liens in favor of Agent for the benefit of itself and the Lenders.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or any Grantor's rights in, any Intellectual Property in any respect that could reasonably be expected to have a Material Adverse Effect on the business or the property of any Grantor.

(f) Each Grantor has the legal right and authority to enter into this Agreement and perform its terms.

(g) Grantors shall give Agent prompt written notice (with reasonable detail) following the occurrence of any of the following:

(i) Any Grantor obtaining rights to, and filing applications for registration of any new Intellectual Property, or otherwise acquiring ownership of any newly registered Intellectual Property.

(ii) Any Grantor becoming entitled to the benefit of any registered Intellectual Property whether as licensee or licensor.

(iii) Any Grantor entering into any new Licenses.

(iv) Any Grantor knowing or having reason to know, that any application or registration relating to any material Intellectual Property may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal) regarding any Grantor's ownership of, or the validity of, any material Intellectual Property or any Grantor's right to register the same or to own and maintain the same.

(h) No Grantor shall enter into any new Licenses except as provided for in and pursuant to the terms of the Security Agreement.

5. **No Violation of Security Agreement.** The representations, warranties or covenants contained herein are supplemental to those representations, warranties and covenants contained in the Security Agreement, and shall not be deemed to modify any such representation, warranty or covenant contained in the Security Agreement.

6. **Agreement Applies to Future Intellectual Property.**

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Sections 4(g)(i), 4(g)(ii) and 4(g)(iii) above, all of

which shall be deemed to be and treated as “Intellectual Property” within the meaning of this Agreement.

(b) Upon the reasonable request of Agent, each Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may request to evidence Agent’s security interest in any Intellectual Property and the goodwill of such Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office or any similar office), and each Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Agent’s taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

7. **Grantors’ Rights To Enforce Intellectual Property.** Prior to Agent’s giving of notice to any Grantor (i) following the occurrence and during the continuance of an Event of Default or (ii) pursuant to Section 8(a) below, each Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property including the right to seek injunctions and/or money damages, in an effort by Grantor to protect the Intellectual Property against encroachment by third parties, *provided, however*:

(a) Grantors first provide Agent with written notice of its intention to so sue for enforcement of any material Intellectual Property. If, in the reasonable opinion of Agent, Grantors have failed to take appropriate action within thirty (30) days after such notice is given to Agent, upon notice to Grantors, Agent may (but shall not be required to) itself take such action in the name of any Grantor.

(b) Any money damages awarded or received by any Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral.

(c) Any damages recovered in any action pursuant to this Section, net of costs and attorneys’ fees reasonably incurred, to be applied as provided in the Security Agreement.

(d) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to Grantors may terminate, or limit any Grantor’s rights under this Section 7.

8. **Agent’s Actions To Protect Intellectual Property.** In the event of:

(a) Any Grantor’s failure, within five (5) days of written notice from Agent, to cure any failure by any Grantor to observe or perform any of such Grantor’s covenants, agreements or other obligations hereunder; and/or

(b) the occurrence and continuance of any other Event of Default,

Agent, acting in its own name or in that of any Grantor, may (but shall not be required to) act in such Grantor’s place and stead and/or in Agent’s own right in connection therewith.

9. **Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Security Agreement.

10. **Agent as Attorney In Fact.**

(a) Each Grantor hereby irrevocably constitutes and designates Agent as and for the Grantor's attorney in fact, effective following the occurrence and during the continuance of an Event of Default:

(i) To supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of any Grantor.

(ii) To exercise any of the rights and powers referenced herein.

(iii) To execute all such instruments, documents, and papers as Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Intellectual Property.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Agent.

(c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

11. **Agent's Rights.** Any use by Agent of the Intellectual Property, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Credit Agreement and the Security Agreement shall be coextensive with Agent's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

12. **No Limitation; Security Agreement.** This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent under the Security Agreement. The Security Agreement (and all rights and remedies of Grantors, Grantors' affiliates thereunder and Agent) shall remain in full force and effect in accordance with its terms. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Security Agreement with respect to all other Collateral.

13. **Termination; Release of Trademark Collateral.** This Agreement and all obligations of each Grantor and Agent hereunder shall terminate on the date upon which the Obligations are performed in full and indefeasibly paid in full in cash and the Credit Agreement and the other Loan Documents are terminated in accordance with the terms of the Credit Agreement. Upon termination of this Agreement, Agent shall, at the expense of Grantors, take such actions required by the Security Agreement to release its security interest in the IP Collateral.

14. **Binding Effect; Benefits.** This Agreement shall be binding upon each Grantor and their respective successors and assigns, and shall inure to the benefit of Agent, Lenders and their respective successors and assigns.

15. **GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS.

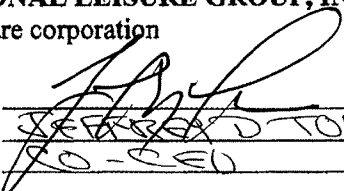
16. **Amendment and Restatement; No Novation.** This Agreement amends and restates the Original Agreement in its entirety and shall not be deemed to constitute a novation of the Original Agreement or any obligations of Grantors thereunder. Each Grantor acknowledges, ratifies, confirms and reaffirms the grant of Liens and security interests granted pursuant to the Original Agreement, and acknowledges and agrees that all of such Liens are intended and shall be deemed and construed to secure to the fullest extent set forth therein all now existing and hereafter arising Obligations under and as defined in the Credit Agreement.

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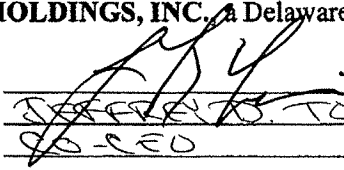
IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be executed by its duly authorized representatives as of the date first above written.

EXISTING CREDIT PARTIES:

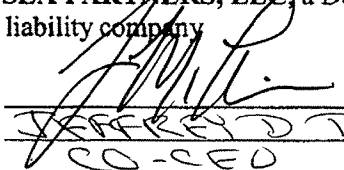
NATIONAL LEISURE GROUP, INC., a Delaware corporation

By: 
Name: JEFFREY D. TOLKIN
Title: CO-CEO

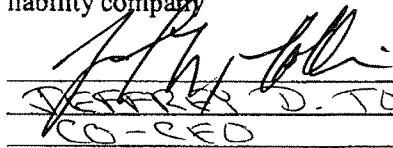
NLG HOLDINGS, INC., a Delaware corporation

By: 
Name: JEFFREY D. TOLKIN
Title: CO-CEO

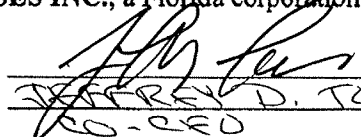
BLUE SEA PARTNERS, LLC, a Delaware limited liability company

By: 
Name: JEFFREY D. TOLKIN
Title: CO-CEO

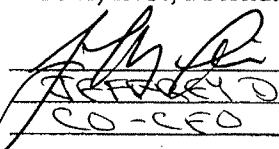
SHIP 'N' SHORE CRUISES, LLC, a Delaware limited liability company

By: 
Name: JEFFREY D. TOLKIN
Title: CO-CEO

CRUISES INC., a Florida corporation

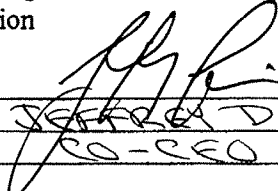
By: 
Name: JEFFREY D. TOLKIN
Title: CO-CEO

CRUISE ONE, INC., a Florida corporation

By: 
Name: JEFFREY D. TOLKIN
Title: CO-CEO

NEW CREDIT PARTIES:

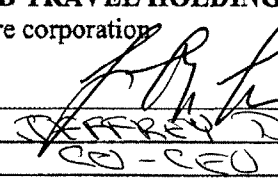
NLG ACQUISITIONS CORP., a Delaware corporation

By: 
Name: JEFFREY D. TOLMAN
Title: CO-CEO

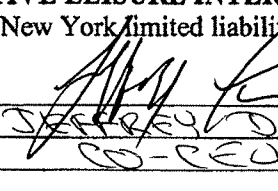
ROOMS.COM, LLC, a Delaware limited liability company

By: 
Name: JEFFREY D. TOLMAN
Title: CO-CEO

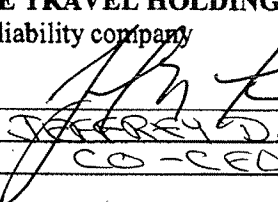
WORLD TRAVEL HOLDINGS, INC., a Delaware corporation

By: 
Name: JEFFREY D. TOLMAN
Title: CO-CEO

CREATIVE LEISURE INTERNATIONAL, LLC, a New York limited liability company

By: 
Name: JEFFREY D. TOLMAN
Title: CO-CEO

CRUISE TRAVEL HOLDINGS, LLC, a Florida limited liability company

By: 
Name: JEFFREY D. TOLMAN
Title: CO-CEO

Schedule I

to

INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. U.S. Copyright Registrations; Foreign Copyright Registrations; U.S. Copyright Applications; Foreign Copyright Applications; Copyright Licenses
2. U.S. Copyright Registrations
3. Foreign Copyright Registrations
4. U.S. Copyright Applications
5. Foreign Copyright Applications
6. Copyright Licenses

**U.S. Patent Registrations; Foreign Patent Registrations; U.S. Patent Applications;
Foreign Patent Applications; Patent Licenses**

1. U.S. Patent Registration
National Leisure Group, Inc.
 - (a) Systems and Methods of Maintaining Client Relationships, Patent No. 6,477,533
(annuity fee not paid - patent will expire)
2. Foreign Patent Registrations
3. U.S. Patent Applications
National Leisure Group, Inc.
Pending US Patent Applications - currently abandoned for failure to respond to an Office Action.
 - (a) Systems and Methods of On-Line Booking of Cruises, Ser. No. 09/728,702
 - (b) Systems and Methods of Comparing Product Information, Ser. No. 09/728,583
 - (c) Systems and Methods of Displaying Cruise Line Pricing Data, Ser. No. 09/728,939
 - (d) Managing Reservations, Ser. No. 09/766,945.
4. Foreign Patent Applications

5. Patent Licenses

U.S. Trademark Registrations; Foreign Trademark Registrations; U.S. Trademark Applications; Foreign Trademarks Applications; Trademark Licenses

1. U.S. Trademark Registrations

(a) Creative Leisure International, Inc. – Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
COCONUT BONUS DAYS	US	1821690	02/15/1994
CREATIVE LEISURE	US	1029709	01/06/1976
CREATIVE LEISURE & DESIGN	US	993225	09/10/1974
FAMILY VACATIONS WITH LIVING ROOM	US	1768227	04/27/1993
LUXURY WITHIN REACH & DESIGN	US	2963977	06/28/2005
PESO LITTLE	US	1824613	03/01/1994
PRIVACY IN PARADISE	US	1378424	01/14/1986
VILLAS OF DISTINCTION	US	3103358	06/13/2006

(b) Cruise Travel Holdings, LLC - Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
BLUE WAVE SOLUTIONS	US	2934089	03/15/2005
CRUISE411	US	2460435	06/12/2001
CRUISE411.COM	US	2454117	05/22/2001
CRUISE411.COM & Design	US	2543902	03/05/2002
CRUISE COMMERCE CATALYST	US	2925900	02/08/2005
EVERY CRUISELINE EVERY SHIP EVERY	US	2434994	03/13/2001

CABIN AT A SUBSTANTIAL DISCOUNT ...GUARANTEED*			
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* Client advised this mark is no longer in use; therefore the Section 8 Declaration of Use was not filed (due 3/13/06 - 3/13/07).

(c) CruiseOne, Inc. - Registration

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRUISEONE	US	1799689	10/19/1993

(d) Cruises Inc. (CruisesInc.; Cruises, Inc.) - Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRUISES	USNY	S15418	12/30/1996
CRUISES INC.	USDE	9767994	3/14/1997
CRUISES INC.	USGA	S16505	6/30/1997
CRUISES INC.	USID	15787	8/27/1997
CRUISES INC.	USIL	080755	7/24/1997
CRUISES INC.	USKY	11960	8/26/1997
CRUISES INC.	USLA	N/A	8/26/1997
CRUISES INC.	USMA	54763	9/3/1997
CRUISES INC.	USME	19970185	12/1/1996
CRUISES INC.	USMT	19551	8/26/1997
CRUISES INC.	USNE	N/A	8/27/1997
CRUISES INC.	USNH	N/A	12/2/1996
CRUISES INC.	USNJ	14557	3/14/1997
CRUISES INC. & Design	USOK	28951	9/22/1997
CRUISES INC.	USOR	S31891	9/25/1997
CRUISES INC.	USPA	2744075	3/13/1997
CRUISES INC.	USSC	N/A	10/14/1997
CRUISES INC.	USSD	N/A	10/6/1997
CRUISES INC.	USTN	33923016	9/23/1997
CRUISES INC. CERTIFIED & BONDED & Ship Design	US	2095180	9/9/1997
THE CRUISE DIRECTORY & Line Design	US	2149282	4/7/1998

(e) National Leisure Group, Inc. - Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRUISES INC. AMERICA'S CRUISE SPECIALISTS & Ship and Waves Design	US	3173311	11/21/2006
CRUISESONLY	US	2829624	4/06/2004
CRUISES ONLY	USFL	T2000186	2/25/2000
THE CRUISE MEGA STORE	US	2569472	5/14/2002
THE VACATION OUTLET	USMA	39940	5/18/1987
THE VACATION STORE	US	2148470	4/7/1998
VACATION OUTLET	US	2208328	12/8/1998
NLG	US	2945615	5/3/2005
NLG & Ship/Tree/Mountain/ City Design	US	3117592	7/18/2006
SEASAVER	US	2972897	7/19/2005
SEASAVER	US	2980027	7/26/2005
THE VACATION STORE & Faces Design	US	2022868	12/17/1996
VACATION OUTLET & Box Design	US	2623736	9/24/2002
THE VACATION OUTLET & Box Design	US	3039249	1/10/2006
THE VACATION OUTLET & Box Design	US	3022563	12/6/2005
THE VACATION OUTLET	US	1519447 [on Supplemental Register]	1/3/1989
VACATION EXPO	US	2092350 [on Supplemental Register]	8/26/1997
1-800-CRUISE-NOW	US	2325658	3/7/2000

2. Foreign Trademark Registrations

(a) Cruises Inc. (CruisesInc.; Cruises, Inc.) - Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
AMERICA'S CRUISE SPECIALISTS CRUISES INC. & Ship Design	MX	869691	2/25/2005
AMERICA'S CRUISE SPECIALISTS CRUISES INC. & Ship Design	MX	937925	6/9/2006

(b) Cruise Travel Holdings, LLC - Trademark Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRUISE411*	CA	TMA619684	09/15/2004
CRUISE411*	EM	1831023	01/16/2002
CRUISE411*	MX	694082	03/30/2001

* Assignment of mark to Cruise Travel Holdings, LLC has not been recorded in this country.

(c) National Leisure Group, Inc. - Registrations

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
CRUISEONLY	CN	TMA615775	7/27/2004
Ship/Tree/Mountain/City Design	EM	3759941	8/12/2005
NLG	EM	3756764	7/25/2005
NLG & Ship/Tree/Mountain/City Design	EM	3759933	8/12/2005

3. U.S. Trademark Applications

(a) Creative Leisure International, Inc. - Application

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
CREATIVE LEISURE & Design	US	78/505217	10/25/2004

(b) Cruise Travel Holdings, LLC - Application

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
EVERY CRUISE LINE, EVERY SHIP, EVERY CABIN AT THE LOWEST PRICE...GUARANTEED!	US	76/659142	04/27/2006

(c) National Leisure Group, Inc. – Applications

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
BROADENING HORIZONS	US	76/552723 (ABANDONED)	10/20/2003
*NATIONAL LEISURE GROUP	US	76/552724	10/20/2003
CRUISES INC. AMERICA'S CRUISE SPECIALISTS & Ship and Waves Design	US	78/621806	5/03/2005

* Application is being opposed by Vanguard Trademark Holdings S.a.r.l. Opposition No.: 91170391.

(d) Ship 'N' Shore Cruises, LLC – Application

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
DIAMOND DEALS	US	76/129275	9/15/2000

4. Foreign Trademark Applications

(a) Cruise Travel Holdings, LLC - Applications

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
EVERY CRUISE LINE, EVERY SHIP, EVERY CABIN AT THE LOWEST PRICE...GUARANTEED!	CN	1,321,701	10/26/2006
EVERY CRUISE LINE, EVERY SHIP, EVERY CABIN AT THE LOWEST PRICE...GUARANTEED!	Madrid Protocol/ European Community	A0006239	10/26/2006

(b) National Leisure Group, Inc. – Applications

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>
*NATIONAL LEISURE GROUP	EM	3756831	4/19/2004

* Application is being opposed by Vanguard Trademark Holdings S.a.r.l. Opposition No.: B862252.

5. a. Trademark Licenses

“Trade Names” owned or licensed by National Leisure Group, Inc.

- (1) Amazon.com Travel
- (2) BJ's Travel
- (3) BJ's Vacations
- (4) Citibank Travel
- (5) Takeoff Vacations for Citibank Cardmembers
- (6) Citiprivileges Travel
- (7) Takeoff Vacations a Benefit of Citiprivileges
- (8) Costco Travel

- (9) Costco Cruises
- (10) Ebay Travel
- (11) Expedia Cruises
- (12) GE Travel
- (13) GE Vacations
- (14) GM Travel
- (15) GM Vacations
- (16) Last Minute Travel
- (17) Mastercard Travel
- (18) MasterCard Vacations
- (19) MasterGuest
- (20) MasterGuest Vacations
- (21) Expedia Cruise Outlet
- (22) Orbitz Cruise
- (23) Orbitz Vacations
- (24) Priceline.com
- (25) Smart Bargains Travel
- (26) The Vacation Store
- (27) TVS
- (28) Vacation Outlet
- (29) Vacation Outlet Filene's Basement
- (30) Wal-mart Vacations
- (31) Yahoo Travel
- (32) Yahoo Vacations
- (33) Yahoo Cruises

- (34) Lycos Travel
- (35) Lycos Vacations
- (36) Lycos Cruises
- (37) Travel Services
- (38) Travelscape Cruises
- (39) Sam's Club Travel
- (40) Traveler's Advantage
- (41) CheapTickets Gold
- (42) Elite Excursions
- (43) Hilton Vacations Club
- (44) Signature Escapes
- (45) Honeymoon Outlet
- (46) Spirit Cruises
- (47) Priority Club Cruises
- (48) Frontier Airlines Cruises
- (49) Hawaiian Airlines Cruises
- (50) Continental.com Cruises
- (51) Cruises by WhereToStay.com

5. b. Trademark Licenses

National Leisure Group, Inc. as Licensee

- (a) License Agreement between Oracle and the Company.
- (b) Oracle Ordering Document, dated April 27, 2001, between the Company and Oracle Corporation.
- (c) Assignment of Oracle license, dated November 20, 2003, between Travel Services International, Inc. as Assignor, and the Company, as Assignee.

- (d) Dynamics LAN License Agreement and Registration Information, dated November, 1994, between Great Plains and the Company.
- (e) Software License Agreement, between Intersolv, Inc. and the Company.
- (f) Sabre License Agreement.
- (g) Sabre Software License Agreement.
- (h) Order Agreement, dated April 30, 2001 by and between Cognos Corporation and the Company and Cognos General Software License Support and Services Terms, dated April 30, 2001.
- (i) Sabre Subscriber Agreement, dated November 29, 2000, between TVS and Sabre.
- (j) Software License and Professional Services Agreement (Databahn), dated October 10, 1999, between The Leisure Company and Sabre, as assigned to the Company.
- (k) Letter dated October 30, 2000 from Sabre to the Company with Cluster Amendment and Revised Schedule "A"s for Subscriber Agreement.
- (l) Sabre Cruise Application Program Interface License Agreement, dated as of February 22, 2000 between The Leisure Company and Sabre Inc., as assigned to the Company.
- (m) Sabre Subscriber Agreement, dated as of September 17, 1999, between Sabre Inc. and The Leisure Company, as assigned to the Company.
- (n) Software License Agreement, dated March 21, 2003, between ITA Software, Inc. and the Company, as amended.
- (o) TRX Fulfillment Services Agreement, effective as of February 25, 2004, between TRX Fulfillment Services, LLC and the Company.
- (p) Merchant Services Agreement, dated February 18, 2005, between Verisign, Inc. and the Company.
- (q) Worldspan Subscriber Agreement, dated January 2, 2003, between Worldspan L.P. and the Company, as amended.
- (r) Software License Agreement, associated with September 18, 2003 lease of telecommunications equipment, between CIT Communications Finance Corporation and the Company, and subsequent capacity extensions.
- (s) Letter from Travel Services International, Inc. to the Company, dated December 1, 2003, requesting transfer of Travel Services International, Inc.'s codes to the

Company; the codes will then be covered by the Company's Sabre Subscriber Agreement.

- (t) Sabre Customer Agreement, effective December 1, 2005, between Sabre, Inc. and the Company.
- (u) Master Services Agreement, dated November 1, 2005, between ClientLogic Operating Corporation and the Company.
- (v) Lease Agreement, dated August 18, 1999, between Winthrop Resources Corporation, as Lessor, and Travel Services International, Inc., as Lessee. Assigned to the Company by Travel Services International, Inc. on November 20, 2003.
- (w) Master Lease Agreement, dated October 3, 2002, as amended on November 11, 2002, between Applied Financial, LLC, as Lessor, and the Company, as Lessee. Assigned by Applied Financial, LLC to Republic Bank, Inc. on December 20, 2004.
- (x) Letter Agreement, dated June 7, 2001, between WinMill Software, Inc. and the Company.
- (y) Master Business Agreement, dated June 23, 2006, between Microsoft Corporation and the Company.