

JENNIFER HOWARD COMPANY: SQUARE 1 BANK

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06-18-2007

002/004



Form PTO-1594 (Rev. 07/05)

OMB Collection 0851-0027 (exp. 6/30/07)

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6.15.07

1. Name of conveying party(ies):

SMART DESTINATIONS, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) July 21, 2006

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Square 1 Bank
 Internal
 Address: Jennifer Howard
 Street Address: 406 Blackwell St., suite 240
 City: Durham
 State: NC
 Country: _____ Zip: 27701

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE EXHIBIT C ATTACHED

B. Trademark Registration No.(s)

3,070,882 2,992,083 78-656298 78-813505 78-811986
78-811785 78-811580

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE EXHIBIT C ATTACHED

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

Name: Jennifer Howard

Internal Address: Square 1 Bank

Street Address: 406 Blackwell St.
Suite 240

City: Durham

State: NC Zip: 27701

Phone Number: 919-314-3123

Fax Number: 919-314-3110

Email Address: Jhoward@square1bank.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-3822

Authorized User Name Jennifer Howard

9. Signature:

Signature

5/16/07

Date

Jennifer Howard

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$365.00 503822 78656298

JENNIFER HOWARD COMPANY: SQUARE 1 BANK

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Go Florida (block letters)	3,070,662	3/21/2006
Go Boston (block letters)	2,992,083	9/6/2005
Explorer Pass (block letters)	78-656298	8/22/2005
Day Hopper (block letters)	78-613505	4/21/2005
Go Card (block letters)	78-611966	4/19/2005
Go Hawaii (block letters)	78-611785	4/19/2005
Go Card USA (block letters)	78-611580	4/19/2005
Go Miami (block letters)	78-567307	2/15/2005
Go San Diego (block letters)	78-567295	2/15/2005
Go Los Angeles (block letters)	78-566736	2/14/2005
Go Seattle (block letters)	78-564341	2/10/2005
Go Orlando (block letters)	78-564326	2/10/2005
Go Chicago (block letters)	78-564296	2/10/2005
Go San Francisco (block letters)	78-457542	7/27/2004

): JENNIFER HOWARD COMPANY: SQUARE 1 BANK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 21, 2006 by and between SQUARE 1 BANK ("Bank") and SMART DESTINATIONS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations 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 of even date herewith (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 and Patents 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 and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 and Trademarks listed on Schedules A, B and C 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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