

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
TZELL TRAVEL, LLC		08/07/2007	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Middle Market Finance, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		
Street Address:	15 Exchange Place		
Internal Address:	4th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2514772	TZELL TRAVEL SPECIALISTS	
CORRESPONDENCE DATA			
Fax Number:	(312)863-7806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher c/o Goldberg Kohn		
Address Line 1:	55 East Monroe Street		
Address Line 2:	Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6155.002		
NAME OF SUBMITTER:	Nancy Brougher		

OP \$40.00 2514772

Signature:	/njb/
Date:	08/07/2007
Total Attachments: 5 source=Tzell Trademark Security Agreement#page1.tif source=Tzell Trademark Security Agreement#page2.tif source=Tzell Trademark Security Agreement#page3.tif source=Tzell Trademark Security Agreement#page4.tif source=Tzell Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7th day of August, 2007, by TZELL TRAVEL, LLC, a New York limited liability company ("Grantor"), in favor of MIDDLE MARKET FINANCE, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Corporate Travel Holdings, Inc., a Delaware corporation ("CTH", and together with Grantor, "Borrowers"), Grantee and Lenders are parties to a certain Credit Agreement dated as of May 21, 2007 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of May 21, 2007 among Grantor, Grantee, CTH and CNG (USA) Inc., a Delaware corporation (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Secured Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TZELL TRAVEL, LLC

By 
Its B.S. King, President

Agreed and Accepted
As of the Date First Written Above

MIDDLE MARKET FINANCE, a division of
Merrill Lynch Business Financial Services Inc., in its
capacity as Administrative Agent

By _____
Its _____

Signature page to Trademark Security Agreement

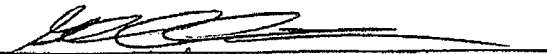
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TZELL TRAVEL, LLC

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

MIDDLE MARKET FINANCE, a division of
Merrill Lynch Business Financial Services Inc., in its
capacity as Administrative Agent

By 
Its Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Serial No.</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Tzell Travel Specialists	76-116288	2514772	12/04/01

TRADEMARK APPLICATIONS

None