

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
Travel Technology Group, LLC		04/17/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Roynat Business Capital, Inc.		
Street Address:	181 West Madison Street, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2807027	COMPASS RESERVATION SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1685478		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH \$40.00 2807027

Date:

05/06/2008

Total Attachments: 11

source=2418475#page1.tif
source=2418475#page2.tif
source=2418475#page3.tif
source=2418475#page4.tif
source=2418475#page5.tif
source=2418475#page6.tif
source=2418475#page7.tif
source=2418475#page8.tif
source=2418475#page9.tif
source=2418475#page10.tif
source=2418475#page11.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "*Agreement*") is made as of April 17, 2008, by and between TRAVEL TECHNOLOGY GROUP, LLC, a Delaware limited liability company ("*Borrower*"), and ROYNAT BUSINESS CAPITAL, INC., a Delaware corporation ("*Purchaser*").

RECITALS

A. Pursuant to that certain Note Purchase Agreement, dated as of April 17, 2008 (the "*Note Purchase Agreement*"), between Borrower and Purchaser, Purchaser purchased from Borrower a Second Lien Term B Secured Promissory Note in the principal amount of Two Million Dollars (\$2,000,000) (the "*Initial Note*").

B. Pursuant to Section 2.1(b) of the Note Purchase Agreement and upon the satisfaction of the terms and conditions set forth in Section 6(A).1 of the Note Purchase Agreement, Purchaser shall have the right to purchase up to an additional \$1,500,000 of Second Lien Term B Secured Promissory Notes from Borrower (the "*Earn-Out Notes*," and, together with the Initial Note, the "*Notes*").

C. Borrower intends to grant the security interest to Purchaser hereunder to secure (i) all of the obligations of Borrower to Purchaser, whenever arising, including without limitation those arising under the Note Purchase Agreement, the Notes or any of the other Operative Documents (including, but not limited to, any interest accruing after the occurrence of an Act of Bankruptcy with respect to Borrower, regardless of whether such interest is an allowed claim under the bankruptcy code), whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, liquidated or unliquidated, determined or undetermined howsoever evidenced, created, held or acquired, whether primary, secondary, direct, contingent, or joint and several, as such obligations may be amended, modified, increased, extended, renewed or replaced from time to time, and (ii) all costs and expenses incurred in connection with enforcement and collection of the obligations described in the foregoing clause (i), including reasonable attorneys' fees (collectively, the "*Obligations*"). All capitalized terms used herein without definition shall have the meanings set forth in the Note Purchase Agreement.

D. As a condition to Purchaser entering into the Note Purchase Agreement and purchasing the Notes, this Agreement is required to be executed and delivered to Purchaser by Borrower.

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

AGREEMENTS

1. *Grant of Security Interest.* To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Purchaser a security interest in, with power of sale to the extent permitted by applicable law, all of Borrower's right, title, and interest in, to, and under the following, whether now owned or existing or hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on *Schedule A* attached hereto and made a part hereof, and (i) all trademark and service mark renewals, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 1(a), are sometimes hereinafter individually and/or collectively referred to as the "*Trademarks*"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on *Schedule B* attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "*Trademark Licenses*").

2. *New Trademarks.* If, before the Obligations shall have been satisfied in full, Borrower shall obtain rights to any new Trademarks or Licenses, the provisions of Section 1 shall automatically apply thereto and Borrower shall give to Purchaser prompt notice thereof in writing. Borrower authorizes Purchaser to modify this Agreement by amending *Schedule A* to include any future Trademarks and *Schedule B* to include any future Licenses.

3. *Attorney-In-Fact.* Borrower hereby irrevocably designates, constitutes and appoints Purchaser (and all Persons designated by Purchaser in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Purchaser and any of Purchaser's designees, in Borrower's or Purchaser's name, to take any action and execute any instrument which Purchaser may deem necessary or advisable to accomplish the purposes of this

Agreement, including, without limitation, from and after the occurrence of an Event of Default and the giving by Purchaser of notice to Borrower of Purchaser's intention to enforce its rights and claims against Borrower to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Purchaser in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Purchaser deems in its best interest. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Purchaser under the Note Purchase Agreement, the Notes or the other Operative Documents, but rather is intended to facilitate the exercise of such rights and remedies.

Borrower agrees that upon occurrence of an Event of Default, the use by Purchaser of all Trademarks shall be without any liability for royalties or other related charges from Purchaser to Borrower.

4. *Duties of Borrower.* Borrower shall have the duty diligently (as may be commercially reasonable) to prosecute any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings, and to do any and all acts that are necessary to desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Borrower. Borrower shall not abandon any Trademark without the consent of Purchaser, which consent shall not be unreasonably withheld.

5. *Purchaser's Right to Sue.* Borrower shall have the right, with the prior written consent of Purchaser, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings, or lawsuit in its own name to enforce or protect the Trademarks, in which event Purchaser may, if necessary, be joined as a nominal party to such suit, without independent legal representation, if Purchaser shall have been reasonably satisfied that it is not thereby incurring any risk of liability because of such joinder and/or lack of independent legal representation. Subject to the foregoing limitations, Borrower shall promptly, upon demand, reimburse and indemnify Purchaser for all damages, costs, and expenses, including attorneys' fees, incurred by Purchaser in the fulfillment of the provisions of this Section 5.

6. *Purchaser's Right to Act.* If Borrower fails to comply with any of its obligations hereunder (which shall be deemed to be an Event of Default), Purchaser may do so in Borrower's name or in Purchaser's name, but at Borrower's expense, and Borrower hereby agrees to reimburse Purchaser in full for all expenses, including reasonable attorney's fees, thereby incurred by Purchaser.

7. *Waivers.* No course of dealing between Borrower and Purchaser, nor any failure to exercise, nor any delay in exercising, on the part of Purchaser, any right, power, or privilege hereunder or under the Note Purchase Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

8. *Cumulative Remedies.* All of Purchaser's rights and remedies with respect to the Trademarks, whether established hereby, by the Security Agreement, or by the Note Purchase Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

9. *Notices.* Any notices required or permitted to be given hereunder shall be given as provided in Section 8.9 of the Note Purchase Agreement.

10. *Severability.* If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated herein are not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement may be consummated as originally contemplated to the fullest extent possible.

11. *Modification.* Except as provided in Section 2, none of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by the party to be bound thereby.

12. *Binding Agreement; Successors and Assigns.* This Agreement shall (a) remain in full force and effect until payment and satisfaction in full of all Obligations; (b) be binding upon Borrower and its successors and assigns; and (c) inure to the benefit of Purchaser and its successors and assigns. This Agreement and the rights with respect to the Trademarks and Licenses may be assigned and transferred by Purchaser at any time, and the assignee shall thereupon have such rights, remedies, powers and duties with respect hereto and thereto as Purchaser had prior to such assignment and transfer, and Purchaser shall thereupon be relieved and discharged of any responsibility with respect to this Agreement and the Trademarks and Licenses.

13. *Governing Law; Construction.* This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be performed in the State of Illinois and in accordance with applicable federal law and shall be construed without regard to any presumption or other rule requiring the construction of an agreement against the party causing it to be drafted.

14. *Entire Agreement.* This Agreement, together with the Note Purchase Agreement, the Notes and the other Operative Documents constitutes the entire agreement and understanding

among the parties relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings relating to such subject matter.

15. *Further Assurances.* Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Purchaser shall reasonably request from time to time in order to carry out the purposes of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

TRAVEL TECHNOLOGY GROUP, LLC

By: Robert E. Derham
Name: Robert E. Derham
Title: President

Accepted and agreed to as of the date first above written.

ROYNAT BUSINESS CAPITAL, INC.

By: _____
Wayne DeClercq, Managing Director

[Trademark Security Agreement]

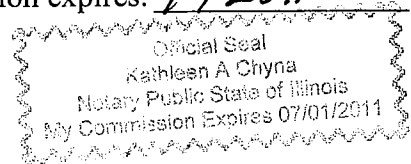
TRADEMARK
REEL: 003772 FRAME: 0360

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 17th day of April, 2008, personally appeared before me ~~Robert E. Deane~~ the President, of Travel Technology Group, LLC ("Borrower") to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the President of said Borrower and that he has signed and delivered the same on behalf of said Borrower, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.

Kathleen A. Chyna
Notary Public
My commission expires: 7-1-2011



[Trademark Security Agreement (Notary for Borrower)]


IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

TRAVEL TECHNOLOGY GROUP, LLC

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the date first above written.

ROYNAT BUSINESS CAPITAL, INC.

By: 
Wayne DeClercq, Managing Director

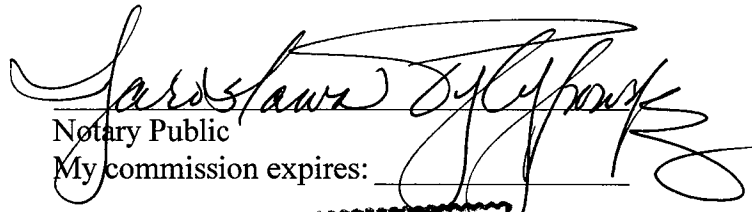
[Trademark Security Agreement]

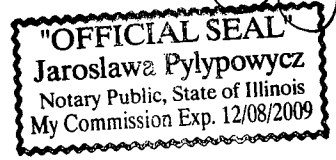
TRADEMARK
REEL: 003772 FRAME: 0362

STATE OF Illinois)
)
COUNTY OF Cook)

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, do hereby certify that on this 17th day of April, 2008, personally appeared before me Wayne DeClercq, the Managing Director of Roynat Business Capital, Inc. ("*Purchaser*") to me personally well known and known to be the person who signed the foregoing instrument, and who, being by me duly sworn, stated and acknowledged that he is the Managing Director of said Purchaser and that he signed and delivered the same on behalf of said Purchaser, with authority, as his and its free and voluntary act and deed for the uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year in this certificate above written.


Notary Public
My commission expires: _____



TRADEMARKS

The Trade Name "Compass Reservation System" Registered by Travel Technology Group, Ltd., an Illinois corporation, with the United States Patent and Trademark Office on January 20, 2004, as Registration Number 2,807,027, which was assigned to Borrower on April 17, 2008.

SCHEDULE A
(to Trademark Security Agreement)

TRADEMARK
REEL: 003772 FRAME: 0364

TRADEMARK LICENSES

None.

SCHEDULE B
(to Trademark Security Agreement)