

**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
National Leisure Group, Inc.		07/17/2009	CORPORATION: DELAWARE
Cruise One, Inc.		07/17/2009	CORPORATION: FLORIDA
World Travel Holdings, Inc.		07/17/2009	CORPORATION: DELAWARE
Creative Leisure International, LLC		07/17/2009	LIMITED LIABILITY COMPANY: NEW YORK

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3368939	YOU CRUISE & YOU CHOOSE
Registration Number:	3117593	
Serial Number:	77686376	CRUISE FINDER
Serial Number:	77172074	TRIPS OF DISTINCTION

**CORRESPONDENCE DATA**

Fax Number: (312)577-8816  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312.577.8034  
 Email: oscar.ruiz@kattenlaw.com  
 Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman  
 Address Line 1: 525 West Monroe Street  
 Address Line 4: Chicago, ILLINOIS 60661

CH \$115.00 3368939

**TRADEMARK**

ATTORNEY DOCKET NUMBER:	330119-96
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	07/21/2009
Total Attachments: 5 source=NLG - IP Security Agreement#page1.tif source=NLG - IP Security Agreement#page2.tif source=NLG - IP Security Agreement#page3.tif source=NLG - IP Security Agreement#page4.tif source=NLG - IP Security Agreement#page5.tif	

**AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL  
PROPERTY SECURITY AGREEMENT**

**AMENDMENT TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of July 17, 2009 (this "**Amendment**"), made by **NATIONAL LEISURE GROUP, INC.**, a Delaware corporation ("**NLG**"), **CRUISE ONE, INC.**, a Florida corporation ("**COI**"), **WORLD TRAVEL HOLDINGS, INC.**, a Delaware corporation ("**WTH**"), and **CREATIVE LEISURE INTERNATIONAL, LLC**, a New York limited liability company ("**Creative Leisure**", and together with NLG, COI and WTH, sometimes referred to herein individually as a "**Grantor**" and collectively as the "**Grantors**"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, for itself as a "Lender" under the Credit Agreement (as defined below) and as agent for each and every "Lender" thereunder (in such capacity, the "**Agent**").

**W I T N E S S E T H:**

**WHEREAS**, NLG, Agent and Lenders have entered into that certain Amended and Restated Loan and Security Agreement, dated as of November 30, 2006 (as amended, supplemented or modified from time to time, the "**Existing Loan Agreement**"), pursuant to which NLG has agreed to borrow from Lenders, and Lenders have agreed to make certain financial accommodations available to NLG, all in accordance with and subject to the terms and conditions set forth in the Existing Loan Agreement;

**WHEREAS**, NLG and its affiliates have requested that Agent and Lenders amend and restate in its entirety, without constituting a novation, the Existing Loan Agreement pursuant to a certain Second Amended and Restated Loan and Security Agreement of even date herewith (as amended, supplemented or modified from time to time, the "**Credit Agreement**");

**WHEREAS**, each Grantor has granted a security interest to Agent in, among other things, all right, title and interest of such Grantor in, to and under all of such Grantor's Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement pursuant to that certain Amended and Restated Intellectual Property Security Agreement dated as of November 30, 2006 (the "**Original Security Agreement**"); and

**WHEREAS**, each Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property listed on the Supplemental Schedule I hereto; and

**WHEREAS**, as a condition precedent to the obligation of Agent and Lenders to execute and deliver that Credit Agreement and the other Loan Agreement, each Grantor is required, and has agreed, to execute and deliver this Amendment.

**NOW, THEREFORE**, in consideration of the premises and to induce Agent and Lenders to enter into the Credit Agreement, each Grantor hereby agrees with Agent and Lenders as follows:

1. **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 Original Security Agreement.

2. **Amendment to Original Security Agreement.** Schedule I attached to the Original Security Agreement is hereby amended by adding the Supplemental Schedule I attached hereto to Schedule I attached to the Original Security Agreement.

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

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

(b) After giving effect to this Amendment, the representations and warranties set forth in the Original Security Agreement are true, correct and complete in all respects as of the date hereof.

4. **Reaffirmation of Liens and Security Interests.** Each Grantor hereby reaffirms its grant of all liens and security interests under the Original Security Agreement heretofore executed and delivered by it. Each Grantor further acknowledges and agrees that notwithstanding the execution and delivery of this Amendment, the Original Security Agreement remains in full force and effect and the rights and remedies of Agent thereunder and the liens and security interests created and provided thereunder remain in full force and effect and shall not be affected or impaired hereby.

5. **Miscellaneous.**

(a) As specifically amended and modified by this Amendment, the Original Security Agreement shall remain in full force and effect in accordance with its terms.

(b) This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

**[Remainder Of Page Intentionally Left Blank]**

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

**NATIONAL LEISURE GROUP, INC.,** a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CRUISE ONE, INC.,** a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WORLD TRAVEL HOLDINGS, INC.,** a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CAPITALSOURCE FINANCE LLC,** as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**NATIONAL LEISURE GROUP, INC.,** a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CRUISE ONE, INC.,** a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WORLD TRAVEL HOLDINGS, INC.,** a  
Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CAPITALSOURCE FINANCE LLC,** as Agent

By: Joanne Fungaroli  
Name: Joanne Fungaroli  
Title: Authorized Signatory

**Supplemental Schedule I**

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

1. U.S. Trademark Registrations

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
World Travel Holdings, Inc.	You Cruise & You Choose	3368939	1/15/08
Cruise One, Inc.	Cruise Finder	Application Number: 77686379	Application Date: 3/9/09
Creative Leisure International, LLC	Trips of Distinction	3414146	4/22/08
National Leisure Group, Inc.	Design Only	3117593	7/18/06