

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Trademark Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marco Polo International, Inc.		08/31/2011	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	100 Park Avenue		
<b>Internal Address:</b>	2nd floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	National Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3769731	MARPOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)295-1283		
<b>Phone:</b>	973-443-3553		
<b>Email:</b>	whelanm@gtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Mary Whelan-Greenberg Traurig		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		
<b>ATTORNEY DOCKET NUMBER:</b>	050255.026200		
<b>NAME OF SUBMITTER:</b>	Mary J. Whelan		
<b>Signature:</b>	/Mary J. Whelan/		

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**TRADEMARK**  
 REEL: 004629 FRAME: 0732

Date:

09/23/2011

Total Attachments: 8

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated as of August 31, 2011, is made by and between Marco Polo International, Inc., a New York corporation (the "Borrower") having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association, as agent (in such capacity, the "Agent") for itself and the lenders (the "Lenders") under the Credit and Security Agreement dated as of the date of this Agreement (as the same may be modified, amended, supplemented or restated from time to time, the "Credit Agreement") among the Agent, the Lenders and the Borrower, and having a business location at the address set forth below next to its signature.

As a condition to extending credit to or for the account of the Borrower, the Lenders have required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Secured Parties" means collectively, the Agent, the Lenders and the Issuing Bank.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Borrower hereby irrevocably pledges and assigns to, and grants to the Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Credit Agreement. In addition to any representations and warranties contained herein, the Borrower hereby acknowledges and affirms the representations and warranties made to the Agent with respect to the Collateral in the Credit Agreement. The terms and provisions of the Credit Agreement are incorporated by reference herein as if fully set forth herein.

3. Representations, Warranties and Agreements. The Borrower represents, warrants and agrees as follows:

(a) **Existence; Authority.** The Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of the Borrower.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Borrower's or any Affiliate's business(es). If after the date hereof, the Borrower owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Borrower's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Borrower shall promptly provide written notice to the Agent with a replacement Exhibit A, which upon acceptance by the Agent shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Borrower, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Borrower; or (ii) notify the Agent of such item(s) and cause such Affiliate to execute and deliver to the Agent a security agreement substantially in the form of this Agreement.

(d) **Title.** The Borrower has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Borrower (i) will have, at the time the Borrower acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, the Borrower will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Agent's prior written consent.

(f) **Defense.** The Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Borrower will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Agent: (i) sufficient written notice, of at least 30 days, to allow the Agent to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Agent's Right to Take Action.** If the Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Agent gives the Borrower written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Borrower notifies the Agent that it intends to abandon a Trademark, the Agent may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Borrower (or, at the Agent's option, in the Agent's own name) and may (but need not) take any and all other actions which the Agent may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Borrower shall pay the Agent on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Agent in connection with or as a result of the Agent's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Agent at the Default Rate.

(j) **Power of Attorney.** To facilitate the Agent's taking action under subsection (h) and exercising its rights under Section 6, the Borrower hereby irrevocably appoints (which appointment is coupled with an interest) the Agent, or its delegate, as the attorney-in-fact of the Borrower with the right (but not the duty) from time to time pursuant to subsection (h) above or after the occurrence and during the continuance of an Event of Default to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Borrower under this Section 3, or, necessary for

the Agent, after the occurrence and during the continuance of an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Use of the Trademarks. The Borrower shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Borrower shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Agent may, at its option, take any or all of the following actions:

- (a) exercise any or all remedies available under the Credit Agreement.
- (b) sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.
- (c) enforce the Trademarks and any licenses thereunder, and if the Agent shall commence any suit for such enforcement, the Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Agent and the Borrower. A waiver signed by the Agent shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Agent's rights or remedies. All rights and remedies of the Agent shall be cumulative and may be exercised singularly or concurrently, at the Agent's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Borrower under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Agent shall not be obligated to preserve any rights the Borrower may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This

Agreement shall be binding upon and inure to the benefit of the Borrower and the Agent and their respective participants, successors and permitted assigns and shall take effect when signed by the Borrower and delivered to the Agent, and the Borrower waives notice of the Agent's acceptance hereof. The Agent may execute this Agreement if appropriate for the purpose of filing, but the failure of the Agent to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Borrower shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

[Signature pages follow]





Wells Fargo Bank, National Association  
100 Park Avenue, 2<sup>nd</sup> Floor  
New York, New York 10017  
Fax: (626) 728-3279  
Attention: Relationship Manager for Marco  
Polo International, Inc.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION

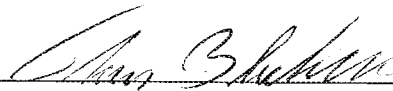
By:   
Thomas Blackman, Vice President

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
MARPOL	3769731	April 6, 2010	USPTO