

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
BCD Travel USA LLC	FORMERLY WorldTravel Partners I, LLC	09/17/2007	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	ING Bank N.V.
Street Address:	Bijlmerplein 888
City:	Amsterdam
State/Country:	NETHERLANDS
Postal Code:	1102 MG
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2877664	ACTIVE ITINERARY
Serial Number:	77253645	THE SOURCE PLATFORM
Serial Number:	77210689	TRIPSOURCE
Serial Number:	77137865	EVALUATION
Serial Number:	77101437	DECISIONSOURCE
Serial Number:	77024850	GOOD ADVICE TRAVELS FAR
Serial Number:	77020993	ADVITO
Serial Number:	77109478	TRAVELSOURCE
Serial Number:	77090729	TRAVELSOURCE BY BCD TRAVEL
Serial Number:	77090728	DECISIONSOURCE BY BCD TRAVEL
Registration Number:	1516709	CRUISE AWEIGH
Registration Number:	1424306	UNIVERSITY TRAVEL

CORRESPONDENCE DATA

CH \$315.00 2877664

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128788000
Email: trademark.group@cliffordchance.com
Correspondent Name: Steven T. Shelton
Address Line 1: 31 West 52nd Street
Address Line 2: Clifford Chance US LLP
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	55-40307704
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Steven T. Shelton
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Signature:	/Steven T. Shelton/
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Date:	09/19/2007
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Total Attachments: 3
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**SUPPLEMENT TO SECURITY AGREEMENT
(TRADEMARKS)**

WHEREAS, BCD Travel USA LLC (f/k/a WorldTravel Partners I, LLC), a Georgia limited liability company (herein referred to as a "**Grantor**"), having an address at 1055 Lenox Park Blvd., Suite 420, Atlanta, Georgia 30319 (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "**Trademarks**"); and

WHEREAS, the Grantor has entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "**Security Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Security Agent; and

WHEREAS, pursuant to the Security Agreement, among other things, the Grantor has granted to Security Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof (the "**Collateral**"), to secure the payment and performance of the Secured Obligations.

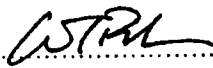
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to Security Agent of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Security Agent with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Security Agent's address is ING Bank N.V., Bijlmerplein 888, 1102 MG Amsterdam, The Netherlands..

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of _____, 2007.

BCD TRAVEL USA LLC

By: .....
Name:
Title:

SUPPLEMENT TO SECURITY AGREEMENT (TRADEMARKS)

TRADEMARK
REEL: 003624 FRAME: 0262

**Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT
TRADEMARKS**

Trademark	Application or Registration Date	Application Serial No. or Registration No.
ACTIVE ITINERARY	08/24/2004	2,877,664
THE SOURCE PLATFORM	08/13/2007	77-253,645
TRIPSOURCE	06/20/2007	77-210,689
EVALUATION	03/22/2007	77-137,865
DECISIONSOURCE	02/07/2007	77-101,437
GOOD ADVICE TRAVELS FAR	10/19/2006	77-024,850
ADVITO	10/13/2006	77-020,993
TRAVELSOURCE	02/16/2007	77-109,478
TRAVELSOURCE BY BCD TRAVEL	01/25/2007	77-090,729
DECISIONSOURCE BY BCD TRAVEL	01/25/2007	77-090,728
CRUISE AWEIGH	12/13/1988	1516709
UNIVERSITY TRAVEL	01/06/1987	1424306