TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fifth Third Bank		01/24/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	CP Franchising, LLC
Street Address:	3300 University Drive
Internal Address:	Suite 602
City:	Coral Springs
State/Country:	FLORIDA
Postal Code:	33065
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85258338	CRUISE PLANNERS
Registration Number:	2609111	СР

CORRESPONDENCE DATA

 Fax Number:
 (561)892-0458

 Phone:
 5613954141

Email: gmk@krasnalaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Gary M. Krasna
Address Line 1: 1800 N. Military Trail

Address Line 2: Suite 470

Address Line 4: Boca Raton, FLORIDA 33431

NAME OF SUBMITTER:	Gary M. Krasna
Signature:	/gmk/
	TRADEMARK

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Date:	02/06/2012	
Total Attachments: 2 source=53 trademark termination#page1.tif source=53 trademark termination#page2.tif		

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REEL: 004711 FRAME: 0727

RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of January 2012, is made by FIFTH THIRD BANK, an Ohio banking corporation ("Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party").

WITNESSETH:

WHEREAS, Lender and CP FRANCHISING, LLC, a Delaware limited liability company ("Debtor"), are parties to that certain Trademark Security Agreement dated as of August 3, 2011 (the "Agreement"), which was recorded with The United States Patent and Trademark Office on August 9, 2011 in its records at Reel 4600, Frame 0423;

WHEREAS, the Agreement granted to Secured Party a continuing security interest in and to, and Lien on, all of the "Trademark Collateral" (as defined in the Agreement), including (i) all of Debtor's right, title and interest in and to all of its now or in the future owned or existing and filed Trademarks listed on Schedule I of the Agreement (attached hereto and made a part hereof as Schedule I); (ii) all renewals of each of the Trademarks; (iii) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all Trademarks, including damages and payments for past or future infringements of any and all Trademarks; (iv) all rights to sue for past, present and future infringements of any and all Trademarks; (v) all rights corresponding to each of the Trademarks throughout the world; (vi) all of Debtor's Trademark License Rights (as defined in the Agreement); and (vii) together in each case with the goodwill of Debtor's business connected with the use of, and symbolized by, the foregoing; and

WHEREAS, Lender desires to release its rights and security interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender hereby fully and finally releases and terminates its security interest in, Liens on, and all other rights in, to and under the Trademark Collateral.

{Signature Page Follows}

TRADEMARK
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IN WITNESS WHEREOF, Lender has caused this Release of Trademark Security Agreement to be duly executed as of the day and year first above written.

FIFTH THIRD BANK

Thomas J. Werner, Vice President

STATE OF FLORIDA

COUNTY OF HILLS MOUSE SS:

The foregoing Release of Trademark Security Agreement was acknowledged before me on this day of January, 2012 by Thomas J. Werner, a Vice President of Fifth Third Bank, an Ohio banking corporation, on behalf of such corporation.

GIRISH S PATEL

MY COMMISSION # DD824098

EXPIRES September 17, 2012

407) 398-0153 FloridaNotaryService.com

My commission expires:

Notary Public

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RECORDED: 02/06/2012