

Tab settings



08-05-1998



ar. 100800645

original documents or copy thereof.

1. Name of conveying party(ies):

Premier Cruise Lines, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 31, 1998

2. Name and address of receiving party(ies)

Name: IBJ Schroder Bank & Trust  
Company, as Security Trustee  
Internal Address:

Street Address: 1 State St., Attn: Corporate  
Finance Trust Services

City: New York State: NY ZIP: 10004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy Lee

Internal Address:

Street Address: Latham & Watkins

885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41). \$ 315

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/18/1998 JSHABAZZ 00000029 74344711

DO NOT USE THIS SPACE

01 FC:481

40.00 DP

02 FC:482

275.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy S. Lee

Name of Person Signing

Signature

8/3/98

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20530 TEL: 1770 FRAME: 0479

TRADEMARK

**SCHEDULE A**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**For Premier Cruise Lines Ltd. ("PCLL"):**

1. PCLL has the following federal trademark registrations:

<u>CASE</u>	<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>FED. REG. #</u>	<u>FILE REG. DATE</u>
4039-1	BIG RED BOAT	74/344711	1811139	12/31/92
4339-1	CRUISE U	75/185680	Application	
3923-1	FIRST MATES	74/112187	1675476	11/5/90
3924-1	KIDS CALL	74/112518	1658608	11/5/90
3782-1	PREMIER CRUISE LINES	612316	1500799	7/25/86
4038-1	PREMIER'S BIG RED BOAT	74/344710	1809611	12/31/92
3784-3	STAR/SHIP ATLANTIC	74/112121	1668825	11/5/90
3784-4	STAR/SHIP MAJESTIC	74/112509	1668826	11/5/90
3784-2	STAR/SHIP OCEANIC	74/113060	1669756	11/5/90
3925-1	STARCRUISER	74/112188	1675477	11/5/90
3922-1	TEEN CRUISER	74/115076	1686810	11/5/90
4223-1	THE BIG RED BOAT & DESIGN	74/708817	1979856	7/31/95

3. PCLL utilizes the name "Premier Cruises" in connection with the operation of its business. PCLL's right to utilize this name is based upon an unwritten license from Premier Cruises Ltd.
4. PCLL utilizes certain Warner Bros. Inc. characters pursuant to a license agreement with Warner Bros. Inc. PCLL's rights under this agreement are not assignable.

**Dated as of July 31, 1998**

**PREMIER CRUISE LINES, LTD.**

**and**

**RB LIMITED**

**in favor of**

**IBJ SCHRODER BANK & TRUST COMPANY, AS SECURITY TRUSTEE**

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**ASSIGNMENT OF PROPRIETARY RIGHTS  
AND SECURITY AGREEMENT**

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**relating to the Credit Agreement  
dated as of July 31, 1998  
for a US\$34,000,000 senior secured term loan facility**

**TRADEMARK  
REEL: 1770 FRAME: 0481**

**ASSIGNMENT OF PROPRIETARY RIGHTS AND SECURITY AGREEMENT**

**THIS ASSIGNMENT OF PROPRIETARY RIGHTS AND SECURITY AGREEMENT** (this "**Collateral Assignment**"), is made as of July 31, 1998 by (1) Premier Cruise Lines, Ltd. ("**Premier**") and (2) RB Limited ("**RB**") (together referred to in this Collateral Assignment as the "**Assignors**" and each as an "**Assignor**") in favor of IBJ Schroder Bank & Trust Company, as security trustee (the "**Security Trustee**," which expression includes its successors and assigns) for the Lenders under the Credit Agreement referred to below and pursuant to the Trust Deed referred to below.

**WHEREAS:**

- (A) By a credit agreement (as it may be amended, restated and/or otherwise modified from time to time, the "**Credit Agreement**") dated as of July 31, 1998 and made among (1) Premier Cruises, Ltd. (the "**Borrower**"), (2) Cruise Holdings Ltd., (3) various lenders from time to time party thereto (the "**Lenders**"), (3) various subsidiaries of the Borrower including the Debtors, as guarantors, (4) IBJ Schroder Bank & Trust Company, as agent (the "**Agent**"), and (5) the Security Trustee as security trustee for the Lenders, the Lenders agreed, on the terms and conditions therein contained, to make available to the Borrower a senior secured term loan facility of US\$34,000,000 (the "**Facility**").
- (B) By the Trust Deed entered into pursuant to the Credit Agreement it was agreed that the Security Trustee would hold the Trust Property (as therein defined) on trust for the Lenders.
- (C) By the Security Agreement of even date herewith (the "**Security Agreement**") entered into between the Assignors and the Security Trustee pursuant to the Credit Agreement, the Assignors granted and created in favor of the Security Trustee a Lien over the Collateral (as therein defined).
- (D) It is a condition precedent to the Lenders making the Facility available to the Borrower, that the Assignors execute and deliver this Collateral Assignment to the Security Trustee.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignors agree as follows:

**1. Definitions**

Unless otherwise defined herein, terms used herein and defined in the Credit Agreement or the Security Agreement shall have the meanings specified therein.

**2. Incorporation**

The terms and provisions of the Security Agreement are hereby incorporated in their entirety by reference; provided that any reference to the Security Agreement in the Security Agreement shall be deemed for purposes of this Collateral Assignment to be

references to this Collateral Assignment (insofar as such references relate to the rights and remedies of the Security Trustee). Each of the Assignors agrees to be bound by the terms and provisions of the Security Agreement (insofar as they relate to such rights and remedies) as if the same had been expressly set forth herein.

**3. Collateral Assignment of Proprietary Rights**

As security for the prompt payment of the Secured Obligations and performance and observance of the Security Parties' obligations under the Security Agreement and the other Loan Documents (the "**Obligations**"), each of the Assignors hereby assigns, transfers and conveys effective upon an Event of Default, all right, title and interest in the United States and throughout the world in, and grants a continuing Lien over and a right of set-off against, the "**Intellectual Property Collateral**" to the Security Trustee. The term "**Intellectual Property Collateral**" shall mean the following property of the Assignors (or of either of them) whether now owned or existing, or hereafter acquired or arising:

- (a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, trademark registrations and applications for registration (including, without limitation, such of the foregoing listed on Schedule A attached hereto and made a part hereof), together with the goodwill of the business connected with the use of, and symbolized by, the foregoing, and (i) the registration renewals thereof, (ii) all damages and payments for past, present or future infringements thereof, (iii) the right to sue and recover for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing sometimes hereinafter individually or collectively referred to as the "**Trademarks**");
- (b) all United States and foreign patents and patent applications, and the inventions and improvements described and claimed therein (including, without limitation, such of the foregoing, listed on Schedule B attached hereto and made a part hereof), and (i) the extensions, reissues, divisions, continuations and continuations-in-part thereof, (ii) all damages and payments for past, present or future infringements thereof, (iii) the right to sue and recover for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing sometimes hereinafter individually or collectively referred to as the "**Patents**");
- (c) all United States copyrights, registered or unregistered, statutory or common law, in and to all copyrightable works, and all applications therefor (including, without limitation, such of the foregoing listed on Schedule C attached hereto and made a part hereof), and (i) any renewals or extensions of the registration therefor that may be secured under the laws now or hereafter in effect in the United States, (ii)

all damages and payments for past, present and future infringements thereof, (iii) the right to sue and recover for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing sometimes hereinafter individually or collectively referred to as "**Copyrights**");

- (d) all mask works, registered or unregistered, in and to all works, and all applications therefor (including, without limitation, such of the foregoing listed on Schedule D attached hereto and made a part hereof), and (i) any renewals or extensions of the registrations therefor, that may be secured under the laws now or hereafter in effect in the United States, (ii) all damages and payments for past, present and future infringements thereof; (iii) the right to sue and recover for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing sometimes hereinafter individually or collectively referred to as "**Mask Works**");
- (e) all other proprietary rights, including, without limitation, all trade secrets, know-how and confidential business information, computer software, data and documentation in any form including electronic media (including, without limitation, such of the foregoing listed on Schedule E attached hereto and made a part hereof) and (i) all damages and payments for past, present and future misappropriation or infringements thereof, (ii) the right to sue and recover for past, present and future misappropriation or infringements thereof, and (iii) all rights corresponding thereto throughout the world (all of the foregoing sometimes hereinafter individually or collectively referred to as "**Other Intellectual Property Rights**"); and
- (f) all license agreements with third parties which relate to Patents, Trademarks, Copyrights, Mask Works or Other Intellectual Property Rights, whether the Assignor is a licensor or licensee under any such license agreement (including, without limitation, the licenses listed on Schedule F attached hereto and made a part hereof), and all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto (all of the foregoing sometimes hereinafter individually or collectively referred to as "**Licenses**").

#### **4. Remedies**

If an Event of Default or a Default has occurred, the Security Trustee may exercise, in addition to all other rights and remedies granted to it in this Collateral Assignment, the Security Agreement and any other Loan Document, all rights and remedies of a secured party under the UCC or any other applicable law.

#### **5. Right to Convert Collateral**

Without limiting the generality of Section 4 of this Collateral Assignment, each of the Assignors agrees that in the event of an Event of Default, the Security Trustee shall have the right, subject to compliance with any applicable notice requirement set forth in

Section 8.1 of the Credit Agreement but without further demand of performance or other demand, advertisement or notice (except where required by law, for notice of time and place of any public or private sale) to any of the Assignors or any other person:

- (a) immediately to collect, receive, appropriate and realize upon, or sell, lease, assign, option or otherwise dispose of, the Intellectual Property Collateral or any part thereof (or contract to do so) in one or more public or private sales, at any exchange, broker's board, the Security Trustee's offices or elsewhere at such prices as the Security Trustee may deem best;
- (b) to apply the net proceeds of any such sale, lease, assignment or other disposition against the Obligations in such order as the Security Trustee shall determine, the Assignors remaining liable primarily for any deficiency therein; and
- (c) to purchase the whole or any part of the Intellectual Property Collateral, to the extent permitted by law, free of any right or equity of redemption in the Assignors, which right or equity is expressly waived and released.

To the extent permitted by applicable law, each of the Assignors waives all claims, damages and demands against the Security Trustee which may arise out of any repossession, retention or sale of the Intellectual Property Collateral. Each of the Assignors agrees that, where notice of time and place of any public or private sale is required by law, the Security Trustee need not give more than ten (10) days' notice of the time and place of any public sale or of the time at which a private sale may take place and that such notice is reasonable notification of any such sale.

## **6. *Power of Attorney***

Each of the Assignors authorizes the Security Trustee to select, constitute and appoint any officer or agent of the Security Trustee, in the Security Trustee's sole discretion, as true and lawful attorney-in-fact, with power (a) to endorse such Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Security Trustee in the use of the Intellectual Property Collateral, (b) to take any other actions relating to the Intellectual Property Collateral as the Security Trustee deems in the best interest of the Security Trustee and other Creditor Parties, (c) on and after the occurrence of an Event of Default, subject to compliance with any applicable notice requirement set forth in Section 8.1 of the Credit Agreement, to grant or issue any exclusive or non-exclusive license under the Intellectual Property Collateral to any person, and (d) on and after the occurrence of an Event of Default, subject to compliance with any applicable notice requirement set forth in Section 8.1 of the Credit Agreement, to assign, pledge, convey or otherwise transfer title to or dispose of the Intellectual Property Collateral to any person or persons. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Collateral Assignment. This power of attorney shall be irrevocable until all of the Obligations have been satisfied in full and all of the financing arrangements between the Borrower and other Security Parties and the Creditor Parties have been terminated.

7. ***Grant of License***

In addition to and not limiting the effect of Sections 4, 5 and 6 of this Collateral Assignment, to enable the Security Trustee to exercise rights and remedies under Section 4, 5 and 6 at such time as the Security Trustee, without regard to this Section 7, shall be lawfully entitled to exercise such rights and remedies, each Assignor hereby grants to the Security Trustee an irrevocable, non-exclusive, world-wide, perpetual right and license (exercisable without payment of royalty or other compensation to any of the Assignors) to use, assign, license or sub-license any of the Intellectual Property Collateral, including in such right and license reasonable access to all media on which any of the Intellectual Property Collateral may be recorded or stored and to all computer programs used for the compilation or printout thereof.

8. ***Representations and Warranties***

Each of the Assignors represents, warrants, covenants and agrees that:

- (a) Schedules A-F contain a complete and correct list of all Trademarks, Patents, Copyrights, Mask Works, Other Intellectual Property Rights and Licenses as of the date hereof, respectively, (i) owned, applied for, sought or claimed by the Assignor(s) or (ii) licensed by or to such Assignor(s) which form a part of the Intellectual Property Collateral.
- (b) Each of the Assignors will seek diligently to acquire and develop the Intellectual Property Collateral relating to the conduct of their respective businesses under the service marks set forth in Schedules A-F and will own so much of the Intellectual Property Collateral to which they, respectively, can acquire ownership free and clear of all Liens and will seek the necessary right and authority to use all proprietary rights necessary or desirable for the conduct of their respective businesses as currently conducted and as currently proposed to be conducted.
- (c) No claim by any third party contesting the validity, enforceability, use or ownership of any Intellectual Property Collateral, has been made, is currently pending or to the best of the Assignor's knowledge, after reasonable inquiry, is threatened and none of the Assignors or any executive thereof has received any notice of, or is aware of, any facts which would indicate a likelihood of any infringement or misappropriation by, or conflict with, any third party with regard to the Intellectual Property Collateral.
- (d) The Assignors (or either of them) do not presently believe that the contemplated use of the Intellectual Property Collateral infringes or misappropriates, or conflicts with any rights of any third party, or that any infringement or misappropriation of or conflict with any rights of any third party has occurred or will occur as a result of the operation of the Businesses as currently proposed to be conducted and if the contrary be established by a proceeding of competent jurisdiction, the relevant Assignor(s) will take all reasonable steps to modify its use of the Intellectual



Property Collateral or to change the content of the Intellectual Property Collateral to eliminate such infringement, misappropriation or conflict.

- (e) Except as disclosed on the schedules to this Collateral Assignment, each of the Assignors has made all necessary filings and recordation and has paid all required fees and taxes to record and maintain ownership of the Intellectual Property Collateral in the United States Patent and Trademark Office and the United States Copyright Office.
- (f) No consents are required under any Licenses listed in Schedule E to the grant of the Lien to, and exercise of any rights and remedies of, the Security Trustee (including, without limitation, such rights and remedies arising or exercisable upon the happening of an Event of Default or a Default) as set forth in this Collateral Assignment and the Loan Documents.

**9. *Restrictions on Future Agreements***

Each of the Assignors agrees that until (a) all of the Obligations have been satisfied in full, (b) the Borrower may no longer borrow funds under the Credit Agreement and (c) the termination of all obligations of the Lenders to advance funds to the Borrower under the Credit Agreement they will not, jointly or severally, without the Security Trustee's prior written consent, enter into any agreement, including, without limitation, any license agreement, which while not otherwise specifically prohibited herein, in the Security Agreement or in any other Loan Document, is materially inconsistent with their respective obligations under this Collateral Assignment, the Security Agreement or any such other Loan Document. Each of the Assignors agrees that it will not, jointly or severally, take any action or permit any action to be taken by others subject to their respective control, including licensees and sub-licensees, or fail to take any action, which would materially affect the validity or enforcement of any of the rights transferred to the Security Trustee under this Collateral Assignment. Each of the Assignors agrees that the Security Trustee shall have no obligations or liabilities regarding any or all of the Intellectual Property Collateral by reason of, or arising out of, this Collateral Assignment.

**10. *Further Covenants***

Each of the Assignors acknowledges that the Security Agreement and other Loan Documents contain certain covenants in relation to the conduct of their respective Businesses and they agree to be bound by the terms of all such covenants (insofar as they relate to it) as if the same had been expressly set forth herein. Without any limitation of the foregoing, each of the Assignors further covenants as follows:

- (a) Each of the Assignors shall defend, at its expense and at the Security Trustee's request, the Security Trustee's and their respective interests in the Intellectual Property Collateral from any and all claims and demands of any third party and neither of the Assignors shall grant, create or permit to exist any Lien over the Intellectual Property Collateral in favor of any third party, except for any

Permitted Lien.

- (b) Each of the Assignors shall, unless it and the Security Trustee shall reasonably determine and agree that any of the Intellectual Property Collateral is of insufficient economic value to it to justify such action, (i) continue to use each Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogues, brochures and price lists to maintain each Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under each Trademark, (iii) employ each Trademark, Copyright or Mask Work with the appropriate notice of its registration on applicable products or services, (iv) employ each Patent with the appropriate notice of existence on applicable products or processes, (v) not (and not permit any licensee or sub-licensee thereof to) do any act or knowingly omit to do any act whereby any Patent rights may become dedicated to the public, invalidated or unenforceable, any Trademark rights may become abandoned or unenforceable, any Copyright or Mask Work rights may become abandoned or unenforceable, any other Intellectual Property Rights may become unenforceable or placed in the public domain, or any License rights may lapse or be terminated, (vi) prosecute diligently any trademark application, copyright application, mask work application or patent application which is pending as of the date of this Collateral Assignment or hereafter, (vii) make application on unpatented but patentable inventions, as appropriate, and (viii) preserve and maintain all rights in and to the Intellectual Property Collateral.
- (c) Each Assignor shall take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or the United States Copyright Office or court or analogous office or forum throughout the world, and shall make all necessary filings and recordings and shall pay all required fees and taxes to record and maintain its registration and ownership of each item of Intellectual Property Collateral owned by it, to protect the Lien created hereby and to maintain and pursue each application (and to obtain the relevant registration), including, without limitation, filing of applications for renewal, affidavits of use, affidavits or incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under subparagraphs (b) and (c) above).
- (d) If any item of the Intellectual Property Collateral is infringed or misappropriated by a third party, the Assignors (including any one or more of them) shall promptly notify the Security Trustee after they learn thereof and shall, unless the Security Trustee and such Assignor(s) shall reasonably determine and agree that such item of Intellectual Property Collateral is of insufficient economic value to such Assignor(s) to justify such action, promptly sue for infringement or misappropriation, or take such other actions as it shall reasonably deem appropriate under the circumstances to protect such Intellectual Property Collateral.

- (e) If, during the term of this Collateral Assignment, any of the Assignors obtains or becomes entitled to the benefit of any Intellectual Property Collateral that is patented or registered or for which an application for patent or registration has been made, such Assignor(s) shall give to the Security Trustee written notice within one (1) week thereafter. Each of the Assignors authorizes the Security Trustee to modify this Collateral Assignment by amending Schedules A-F, as applicable, to include any such Intellectual Property Collateral.

**11. *Indemnification by Assignors***

The Security Trustee does not agree to assume any liability with respect to the use, creation or registration of the Intellectual Property. The Assignors agree to indemnify and hold harmless the Security Trustee against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising from claims of third parties against the Assignor or the Security Trustee involving any activity relating to the use, creation or registration of the Intellectual Property.

**12. *Governing Law***

This Agreement and the rights and obligations of the parties hereto shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be governed by and construed and enforced in accordance with the laws of the State of New York, except for its rules relating to the conflict of laws.

**13. *Submission to Jurisdiction***

The provisions of Article XV of the Credit Agreement are incorporated herein by this reference with the same force and effect as if set forth fully herein.

**14. *Further Assurances***

Each of the Assignors agrees that it will execute and deliver to the Security Trustee all such further assignments and other documents and take such actions as are from time to time reasonably requested by the Security Trustee to perfect and to maintain and to protect the Lien granted hereunder and the Intellectual Property Collateral or to enable the Security Trustee to exercise and enforce its rights and remedies hereunder with respect to the Intellectual Property Collateral.

**15. *Counterparts***

This Collateral Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

<Signature pages follow>

***IN WITNESS WHEREOF***, the parties hereto have caused this Collateral Assignment to be executed and delivered by their duly authorized officers as of the date first set forth above.

***PREMIER CRUISE LINES, LTD.***

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

Address: c/o Premier Cruises, Ltd.  
901 South America Way,  
Miami, Florida 33132  
USA

Fax No: (305) 379-6927  
Attention: Daniel J. Huwel, Chief Financial Officer

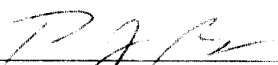
***RB LIMITED***

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

Address: c/o Premier Cruises, Ltd.  
901 South America Way,  
Miami, Florida 33132  
USA

Fax No: (305) 379-6927  
Attention: Daniel J. Huwel, Chief Financial Officer

***IBJ SCHRODER BANK & TRUST COMPANY, AS SECURITY TRUSTEE***

By: 

Name: Thomas J. Bogert  
Title: Vice President

Address: IBJ Schroder Bank & Trust Company  
1 State Street  
New York, New York 10004  
USA

Fax No.: (212) 858-2952  
Attention: Corporate Finance Trust Services

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

***For RB Limited:***

1. RB Limited utilizes the tradename, "Premier Cruises," in connection with the operation of its business. This tradename is owned by Premier Cruises, Ltd.
2. RB Limited utilizes the tradename, "Rembrandt," in connection with the operation of its business. This name is not registered with the United States Patent and Trademark Office.

***For Premier Cruise Lines Ltd. ("PCLL"):***

1. PCLL has the following federal trademark registrations:

<u>CASE</u>	<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>FED. REG. #</u>	<u>FILE REG. DATE</u>
4039-1	BIG RED BOAT	74/344711	1811139	12/31/92
4339-1	CRUISE U	75/185680	Application	
3923-1	FIRST MATES	74/112187	1675476	11/5/90
3924-1	KIDS CALL	74/112518	1658608	11/5/90
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3925-1	STARCRUISER	74/112188	1675477	11/5/90
3922-1	TEEN CRUISER	74/115076	1686810	11/5/90
4223-1	THE BIG RED BOAT & DESIGN	74/708817	1679856	7/31/95

3. PCLL utilizes the name "Premier Cruises" in connection with the operation of its business. PCLL's right to utilize this name is based upon an unwritten license from Premier Cruises Ltd.
4. PCLL utilizes certain Warner Bros. Inc. characters pursuant to a license agreement with Warner Bros. Inc. PCLL's rights under this agreement are not assignable.

***SCHEDULE B***  
***PATENTS AND APPLICATIONS***

None

*SCHEDULE C*  
*COPYRIGHT REGISTRATIONS AND APPLICATIONS*

None



***SCHEDULE D***  
***MASK WORKS REGISTRATIONS AND APPLICATIONS***

None

***SCHEDULE E***  
***OTHER INTELLECTUAL PROPERTY RIGHTS***

None

***SCHEDULE F***

***LICENSES***

RB Limited utilizes the tradename, "Premier Cruises," under an oral license from Premier Cruises, Ltd.

Premier also utilizes the tradename, "Premier Cruises," under an oral license from Premier Cruises, Ltd.

CH\_DOCS\104572.3