

12-04-1998



100912915

D

MRD 11-12-98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

U.S. PATENT & TRADEMARK OFFICE
 RECEIVED
 1998 NOV 12 P 3 52
 TRADEMARK OFFICE
 FEE PROCESS.

12/03/1998 INHUYEN 00000005 1710449

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
 02 FC:482 250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project 0651-0027, Washington, D.C. 20503.

ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
 Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1822 FRAME: 0044

TRADEMARK
 00000001
 INHUYEN
 12/03/1998 INHUYEN
 00000005
 01 FC:481
 02 FC:482

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,710,449"/>	<input type="text" value="1,722,527"/>	<input type="text" value="1,785,874"/>
<input type="text" value="1,714,214"/>	<input type="text" value="1,753,399"/>	<input type="text" value="1,714,215"/>
<input type="text" value="1,766,944"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Marc A. Bergsman

Name of Person Signing

Marc A. Bergsman
Signature

11/09/98

Date Signed

ASSIGNMENT

WHEREAS, Norwegian Majesty Ltd. (hereinafter "Seller"), a Bermuda corporation, having a place of business and mailing address at 7665 Corporate Center Drive, Miami, Florida 33126 owns and uses the following service marks, said marks which have been, or presently are, the subject of the following federal registrations in the United States Patent and Trademark Office:

Service Mark:	MAJESTY CRUISE LINE
Issued:	August 25, 1992
Registration No.:	1,710,449
Service Mark:	ROYAL MAJESTY
Registration No.:	September 8, 1992
Issued:	1,714,214
Service Mark:	MAJESTY CRUISE LINE & Design
Registration No.:	September 8, 1992
Issued:	1,714,215
Service Mark:	Crown Design
Registration No.:	October 6, 1992
Issued:	1,722,527
Service Mark:	BY ROYAL REQUEST
Registration No.:	February 16, 1993
Issued:	1,753,399
Service Mark:	ROYAL TREATMENT
Registration No.:	April 20, 1993
Issued:	1,766,944
Service Mark:	IF YOU WANT TO BE YOURSELF, BE OUR GUEST
Registration No.:	August 3, 1993
Issued:	1,785,874

WHEREAS, Norwegian Cruise Line Limited (hereinafter "Buyer"), a Bermuda corporation, having a place of business and mailing address at 7665 Corporate Center Drive, Miami, Florida 33126 desires to acquire all rights, title and interest in and to the above-noted service marks, together with the good will symbolized by each of those marks and the federal registrations therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby expressly acknowledged, SELLER does hereby assign, transfer and convey all common law rights, title and interest in and to the service marks MAJESTY CRUISE LINE, ROYAL MAJESTY, MAJESTY CRUISE LINE & Design, as well as all rights, title and interest in and to the service marks Crown Design, BY ROYAL REQUEST, ROYAL TREATMENT and IF YOU WANT TO BE YOURSELF, BE OUR GUEST, including the federal registrations therefore (i.e., Reg. Nos. 1,722,527; 1,753,399; 1,766,944; and 1,785,874), and the goodwill of the business symbolized by all of the aforesaid service marks. Seller also assigns to Buyer all rights to sue for and receive all damages occurring from past infringements of the aforesaid common law and registered service marks.

Seller warrants that it has good and valid title to the above-noted service marks and that there are no licenses, encumbrances, or third party agreements, either written or implied, or any pending or threatened disputes in the courts or the U.S. Patent and Trademark Office relating to the ownership of such service marks or registrations therefor. Seller further warrants that upon request by Buyer, Seller shall execute all documents on behalf of Buyer, as well as provide such other material, information, or assistance as

Buyer may consider necessary, in order to carry out the intent and purpose of this Assignment.

This Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privity therewith.

NORWEGIAN MAJESTY LTD.

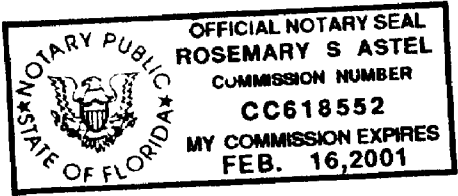
Date: October 5, 1998

By: *[Signature]*
Name: Robert M. Kritzman
Title: Assistant Secretary

State of Florida)
)
County of Dade) ss:

On this 5th day of October, 1998 before me appeared Robert M. Kritzman, the person who signed this instrument, who acknowledged that he signed it as a free act on his own behalf and on the behalf of the corporation known as Norwegian Majesty Ltd., and that he had authority from said corporation to sign the instrument.

(SEAL)



Rosemary S. Astel
Notary

My commission expires: _____