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To the Honorable Commissioner of

100927359

attached original documents or copy thereof.

1. Name of conveying party(ies):

Premier Holdings 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: **11-25-98**

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

Execution Date: November 17, 1998

2. Name and address of receiving party(ies)

Name: Premier Operations Ltd.

Internal Address: _____

Street Address: 901 South America Way

City: Miami State: FL ZIP: 33132

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Bermuda
- Corporation-State
- 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 1

B. Trademark Registration No.(s)

See Attached Schedule 1

Additional numbers attached? Yes No

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

Name: Rosalind Rodburg

Internal Address: _____

Street Address: Latham & Watkins

885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41)..... \$ 540.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 540E

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

DO NOT USE THIS SPACE

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.

Rosalind Rodburg
Name of Person Signing

Rosalind Rodburg
Signature

11/25/98
Date

Total number of pages including cover sheet, attachments, and document: 21

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

TRADEMARK
REEL: 1829 FRAME: 0526

741127
01 EC 481
02 EC 482
12/21/1998

SCHEDULE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

All of the Assignor's right, title and interest in the following trademarks:

TRADEMARK	SERIAL NO.	FED. REG. NO.	REG. DATE
Premier Cruises and Logo	unregistered trademark		
Rembrandt	unregistered trademark		
OceanBreeze	unregistered trademark		
SeaBreeze	unregistered trademark		
Seawind Crown	unregistered trademark		
IslandBreeze	unregistered trademark		
Oceanic	unregistered trademark		
Big Red Boat	74/344711	1811139	12/31/92
First Mates	74/112187	1675476	11/5/90
Kidz Call	74/112518	1658608	11/5/90
Premier Cruise Lines	612316	1500799	7/25/86
Premier's Big Red Boat	74/344710	1809611	12/31/92
Starship Atlantic	74/112121	1668825	11/5/90
Starship Majestic	74/112509	1668826	11/5/90
Starship Oceanic	74/113060	1669756	11/5/90
Star Cruiser	74/112188	1675477	11/5/90
Teen Cruiser	74/115076	1686810	11/5/90
The Big Red Boat and Design	74/708817	1979856	7/3 1/95
You've Got Our Attention	unregistered trademark		
Today's Premier	unregistered trademark		
Premier's Quest Protection Plan	unregistered trademark		
Premier Cruises Cruisin Kids	unregistered trademark		
Premier's Cruising Kids	unregistered trademark		
Premier's Priorities	unregistered trademark		
SeaFares	unregistered trademark		
SeaFir	unregistered trademark		
Dolphin Cruise Line and Logo		1476235	2/9/88
		1731683	11/10/92
Seawind Cruise Line and Logo		2158077	5/19/88
Taking America Cruising		1726326	10/20/92
A Little More Private, A Lot More Style		1694900	6/16/92
Cruise Value Center		2096661	9/16/97
Europa Seakruz		1994536	8/20/96
Europa Funkruz	74/228710		12/9/91
Entertainment Casino Brunch and Dinner Cruises			
Do You Dream In Color?		2069104	6/10/97
Design Only		1731684	11/10/92

MIAB 270320 1 - WLK

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 17th day of November, 1998 by and among Premier Cruises Ltd., a Bermuda company ("Premier"); Cruise Corporation Ltd., a Bermuda company ("CCL"), RB Limited, a Bermuda company ("RB"), Seawind Sun II Ltd., a Bermuda company ("SSII"), World Cruise Lines, S.A., a Panama corporation ("WCL"), Seabreeze Ltd. Inc., a Panama corporation ("SB"), Oceanbreeze Ltd. Inc., a Panama corporation ("OB"), Ulysses Cruises, Inc., a Panama corporation ("Ulysses"), IB Limited, a Bahamas company ("IB"), DCL Limited, a Bahamas company ("DCL"), Premier Cruise Lines Ltd., a Cayman Island company ("PCL"), CHL of Miami, Inc., a Florida corporation ("CHL Miami"), Sun & Sea Tours, Inc., a Florida corporation ("S&S Tours") and Sun & Seas Advertising, Inc., a Florida corporation ("S&S Advertising") (Premier, CCL, RB, SSII, WCL, SB, OB, Ulysses, IB, DCL, PCL, CHL Miami, S&S Tours, and S&S Advertising are each an "Assignor" and collectively referred to as the "Assignors"), Premier Holdings Ltd., a Bermuda company ("PHL"), and Premier Operations Ltd., a Bermuda company ("POL").

RECITALS:

A. The Assignors are owners of various trademarks, tradenames, service marks, and service names, trade secrets, copyrights and patents, registrations thereof and applications therefor and any goodwill related thereto (collectively referred to as the "Intellectual Property"), including, but not limited to, those items which are set forth in Schedule 1 attached hereto.

B. The Assignors, PHL, and POL, have entered into a certain plan of recapitalization dated November 17, 1998 (the "Plan of Recapitalization" or "Recapitalization"), pursuant to which the Assignors have agreed to transfer all of their right, title and interest in the Intellectual Property to PHL, and PHL has agreed to transfer all of its right, title and interest in the Intellectual Property to POL.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Plan of Recapitalization and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors, PHL, and POL hereby agree as follows:

1. **Assignment.** The Assignors hereby assign, transfer and convey all of their right, title and interest in the Intellectual Property to PHL, which, in turn, hereby assigns, transfers, and conveys all of its right, title and interest in the Intellectual Property to POL.

2. **Representations and Warranties of Assignors.** The Assignors hereby represent and warrant to PHL and POL the following: (a) the Intellectual Property constitutes all the Intellectual Property necessary to the operation of the Assignors' business as presently conducted; (b) the Assignors have sole, full and clear title to the Intellectual Property, free and clear of all liens, claims, encumbrances, licenses (either as licensor or licensee), including claims or rights of employees,

agents, consultants, or other parties involved in the development of such Intellectual Property and no other person or entity has or shall have any claim of ownership with respect to the Intellectual Property whatsoever; (c) the Assignors have the right to license and use, sublicense, assign, modify or transfer the Intellectual Property free and clear of any limitations or encumbrances (other than those reflected in any license or sublicense under which the Assignors acquired such rights), and, after the consummation of the Plan of Recapitalization, the Assignors shall have the right to use all Intellectual Property, to the same extent as it was used by the Assignors prior to the Recapitalization, without encumbrances of any third parties (other than those reflected in any license or sublicense under which the Assignors acquired such rights); (d) the Assignors are not currently in receipt of any notice of any violation of, and the Assignors are not violating or infringing upon, and has not violated or infringed upon the rights of any other person or entity in any trademark, trade name, service mark, copyright, mask work, trade secret, patent, or other intangible property right or asset and has not conducted any acts of unfair competition; (e) the Assignors are not aware that any other person or entity is infringing upon any of the Intellectual Property.

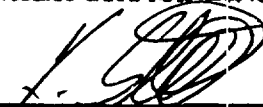
3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by the internal laws of Bermuda without reference to its principles of conflicts of laws.


IN WITNESS WHEREOF, the Assignors, the PHL and POL have executed this Assignment as of the date first above written.

ASSIGNORS:

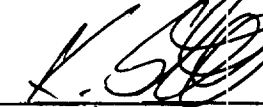
PREMIER CRUISE LINES LTD.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY


CRUISE CORPORATION LTD.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

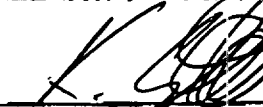
PREMIER CRUISES LTD.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

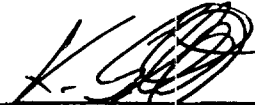
IR LIMITED

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY


WORLD CRUISE LINES S.A.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

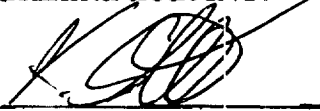
DCL LIMITED

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY


CHL OF MIAMI, INC.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY


SEABREEZE LTD. INC.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY


OCEANBREEZE LTD. INC.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

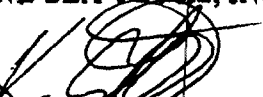
ULYSSES CRUISES, INC.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

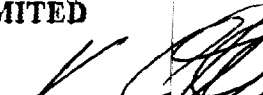
SUN AND SEA ADVERTISING, INC.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

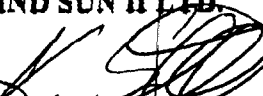
SUN AND SEA TOURS, INC.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

RB LIMITED

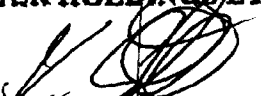
By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

SEAWIND SUN II LTD.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

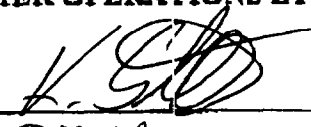
PHL:

PREMIER HOLDINGS LTD.

By: 
Its: DIRECTOR
Name: KRISTIAN STENSBY

POL:

PREMIER OPERATIONS LTD.

By: 
Its: DIRECTOR
Name: Kristian Stensby

SCHEDULE 1

Assigned Intellectual Property

NOV. -25' 98(WED) 18:46

SHUTTS & BOWEN

TEL:305 381 9982

P. 004

SCHEDULE TO ASSIGNMENT OF INTELLECTUAL PROPERTY

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You've Got Our Attention	unregistered trademark		
Today's Premier	unregistered trademark		
Premier's Guest Protection Plan	unregistered trademark		
Premier Cruises Cruisin Kids	unregistered trademark		
Premier's Cruising Kids	unregistered trademark		
Premier's Priorities	unregistered trademark		
SeaFares	unregistered trademark		
SeaFit	unregistered trademark		
Dolphin Cruise Line and Logo		1476235 1731683	2/9/88 11/10/92
Seawind Cruise Line and Logo		2158077	5/19/88
Taking America Cruising		1726326	10/20/92
A Little More Private, A Lot More Style		1694900	6/16/92
Cruise Value Center		2096661	9/16/97
Europe Seakruz		1994536	8/20/96
Europa Funkruz Entertainment Casino Brunch and Dinner Cruises	74/228710		12/9/91
Do You Dream In Color?		2069104	6/10/97
Design Only		1731684	11/10/92

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