



.Y

Tab settings ▢ ▢ ▢ ▢ ▼

To the Honorable Commissioner of

100927707

attached original documents or copy thereof.

1. Name of conveying party(ies):

Premier Operations 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: IBJ Schroder Bank & Trust Company,
as Security Trustee

Internal Address:

Street Address: 1 State Street, 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

E. 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:

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 copies are a true copy of the original document.

Amy S. Lee

Name of Person Signing

Signature

11/25/98

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. 20231

TRADEMARK

REEL: 1829 FRAME: 0743

0000115 743447
JWA
11/25/98
0000115
0000115
0000115

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

1. Assignor will utilize the tradename, "Premier Cruises," in connection with the operation of its business. This tradename will be owned by Assignor upon the effectiveness of the Recapitalization.
2. Assignor will utilize the following tradenames in connection with the operation of its ships: "Rembrandt," "OceanBreeze," "SeaBreeze," "Seawind Crown," "IslandBreeze" and "Oceanic." These names are not registered with the United States Patent and Trademark Office.
3. Upon the effectiveness of the Recapitalization, Assignor will own the following federal trademark registrations:

<u>CASE</u>	<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>FILE</u>	
			<u>FED.REG.#</u>	<u>REG. DATE</u>
4039-1	BIG RED BOAT	74/344711	1811139	12/31/92
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
	DOLPHIN CRUISE LINE		1731683	11/10/92
			1476235	2/9/88
	SEAWIND CRUISE LINE		2158077	5/19/88
	CRUISE VALUE CENTER		2096661	9/16/97
	EUROPA SEAKRUZ		1994536	8/20/96
	EUROPA FUNKRUZ ENTERTAINMENT			
	CASINO BRUNCH & DINNER CRUISES	74/228710		12/9/91
	TAKING AMERICA CRUISING		1726326	10/20/92
	A LITTLE MORE PRIVATE			
	A LOT MORE STYLE		1694900	6/16/92
	DOLPHIN CRUISE LINE		1731683	11/10/92
	DESIGN ONLY		1731684	11/10/92
	DOLPHIN CRUISE LINE		1476235	2/9/88
	DO YOU DREAM IN COLOR		2069104	6/10/97

**ASSIGNMENT OF PROPRIETARY RIGHTS
AND SECURITY AGREEMENT**

THIS ASSIGNMENT OF PROPRIETARY RIGHTS AND SECURITY AGREEMENT (this "***Collateral Assignment***"), is made as of November 17, 1998 by Premier Operations Ltd. (the "***Assignor***" or "***Borrower***") 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 November 17, 1998 and made among (1) the Borrower, (2) Premier Holdings Ltd., as Guarantor (the "***Guarantor***"), (3) Ulysses Cruises, Inc., as Interim Billing & Collection Agent, (4) the lenders from time to time party thereto (the "***Lenders***"), (5) IBJ Schroder Bank & Trust Company, as agent (the "***Agent***"), and (6) 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\$56,000,000 (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) in trust for the Lenders.
- (C) By the Security Agreement of even date herewith (the "***Security Agreement***") entered into between the Assignor and the Security Trustee pursuant to the Credit Agreement, the Assignor 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 Borrower, that the Assignor executes and delivers 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 Assignor agrees 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). The Assignor 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**"), the Assignor 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 Assignor 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, the Assignor 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 the Assignor 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 Assignor 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 Assignor, which right or equity is expressly waived and released.

To the extent permitted by applicable law, the Assignor 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. The Assignor 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*

The Assignor 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 the 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.

The 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 Premier Operations, the Security Trustee 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 the Assignor) 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*

The Assignor 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 or (ii) licensed by or to the Assignor which form a part of the Intellectual Property Collateral.
- (b) The Assignor will seek diligently to acquire and develop the Intellectual Property Collateral relating to the conduct of its business under the service marks set forth in Schedules A-F and will own so much of the Intellectual Property Collateral to which it 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 its business 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 Assignor 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 Assignor does 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 Business as currently proposed to be conducted and if the contrary be established by a proceeding of competent jurisdiction, the Assignor 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, the Assignor 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*

The Assignor 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 it will not 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 its obligations under this Collateral Assignment, the Security Agreement or any such other Loan Document. The Assignor agrees that it will not take any action or permit any action to be taken by others subject to its 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. The Assignor 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*

The Assignor acknowledges that the Security Agreement and other Loan Documents contain certain covenants in relation to the conduct of its Business and it agrees to be bound by the terms of all such covenants as if the same had been expressly set forth herein. Without any limitation of the foregoing, the Assignor further covenants as follows:

- (a) The Assignor shall defend, at its expense and at the Security Trustee's request, the Security Trustee's and its interests in the Intellectual Property Collateral from any

and all claims and demands of any third party and the Assignor shall not 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) The Assignor 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) The 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 Assignor shall promptly notify the Security Trustee after it learns thereof and shall, unless the Security Trustee and the Assignor shall reasonably determine and agree that such item of Intellectual Property Collateral is of insufficient economic value to the Assignor 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, the Assignor 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, the Assignor shall give to the Security Trustee written notice within one (1) week thereafter. The Assignor 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 Assignor agrees 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*

The Assignor 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 OPERATIONS, LTD.

By: *A.K. Ross*
Name: *A.K. Ross*
Title: *ATTORNEY IN FACT*

Address: Premier Operations 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: R Redmond

Name: RONAN REDMOND.

Title: Attorney-in-Fact

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

1. Assignor will utilize the tradename, "Premier Cruises," in connection with the operation of its business. This tradename will be owned by Assignor upon the effectiveness of the Recapitalization.
2. Assignor will utilize the following tradenames in connection with the operation of its ships: "Rembrandt," "OceanBreeze," "SeaBreeze," "Seawind Crown," "IslandBreeze" and "Oceanic." These names are not registered with the United States Patent and Trademark Office.
3. Upon the effectiveness of the Recapitalization, Assignor will own the following federal trademark registrations:

<u>CASE</u>	<u>TRADEMARK</u>	<u>SER. NO.</u>	<u>FILE</u>	
			<u>FED.REG.#</u>	<u>REG. DATE</u>
4039-1	BIG RED BOAT	74/344711	1811139	12/31/92
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
	DOLPHIN CRUISE LINE		1731683	11/10/92
			1476235	2/9/88
	SEAWIND CRUISE LINE		2158077	5/19/88
	CRUISE VALUE CENTER		2096661	9/16/97
	EUROPA SEAKRUZ		1994536	8/20/96
	EUROPA FUNKRUZ ENTERTAINMENT			
	CASINO BRUNCH & DINNER CRUISES	74/228710		12/9/91
	TAKING AMERICA CRUISING		1726326	10/20/92
	A LITTLE MORE PRIVATE			
	A LOT MORE STYLE		1694900	6/16/92
	DOLPHIN CRUISE LINE		1731683	11/10/92
	DESIGN ONLY		1731684	11/10/92
	DOLPHIN CRUISE LINE		1476235	2/9/88
	DO YOU DREAM IN COLOR		2069104	6/10/97

4. Upon the effectiveness of the Recapitalization, the Assignor will utilize the following additional unregistered trademarks:

“You’ve Got Our Attention”
“Today’s Premier”
“Premier’s Guest Protection Plan”
“Premier Cruises Cruisin’ Kids”
“Premier’s Cruising Kids”
“Premier’s Priorities”
“SeaFares”
“SeaFit”

5. Upon the effectiveness of the Recapitalization, Assignor will utilize certain Warner Bros. Inc. trademarks pursuant to a license agreement with Warner Bros. Inc. Assignor’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

Upon the effectiveness of the Recapitalization, Assignor will utilize certain Warner Bros. Inc. trademarks pursuant to a license agreement with Warner Bros. Inc. Assignor's rights under this agreement are not assignable.