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To the Honorable Commissioner of

100927634

attached original documents or copy thereof.

1. Name of conveying party(ies):

Premier Cruises Ltd.  
(and additional parties listed on  
attached Schedule A)

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

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

3. Nature of conveyance: 11-30-98

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

Execution Date: November 17, 1998

2. Name and address of receiving party(ies)

Name: Premier Holdings 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. (

See Attached Schedule



11-30-1998

U.S. Patent & TMO/TM Mail Receipt

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: 3

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

TRADEMARK  
REEL: 1829 FRAME: 0840

12/21/1998 JMW/KRS 00001113 1811135  
4000  
5000

**SCHEDULE A**

**Additional conveying parties**

Cruise Corporation Ltd., a Bermuda company  
RB Limited, a Bermuda company  
Seawind Sun II Ltd., a Bermuda company  
World Cruise Lines, S.A., a Panama corporation  
Seabreeze Ltd. Inc., a Panama corporation  
Oceanbreeze Ltd. Inc., a Panama corporation  
Ulysses Cruises, Inc. a Panama corporation  
IB Limited, a Bahamas company  
DCL Limited, a Bahamas company  
Premier Cruise Lines Ltd., a Cayman Island company  
CHL of Miami, Inc., a Florida corporation  
Sun & Sea Tours, Inc., a Florida corporatoin  
Sun & Seas Advertising, Inc., a Florida corporation

**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	7/31/95
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's 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

MIAB 270920 1 - WLK

## ASSIGNMENT OF INTELLECTUAL PROPERTY

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY** (this "Assignment") is made as of the 17<sup>th</sup> 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

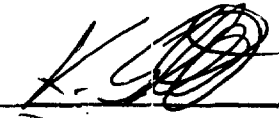
**IB LIMITED**

By:   
Its: DIRECTOR  
Name: KRISTIAN STENSBY

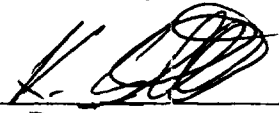
**WORLD CRUISE LINES, S.A.**

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

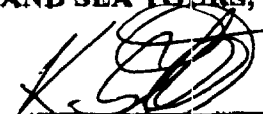
**ULYSSES CRUISES, INC.**

By:   
Its: DIRECTOR  
Name: KRISTIAN STENSBY


**SUN AND SEA ADVERTISING, INC.**

By:   
Its: DIRECTOR  
Name: KRISTIAN STENSBY

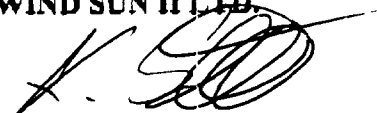
**SUN AND SEA TOURS, INC.**

By:   
Its: DIRECTOR  
Name: KRISTIAN STENSBY

**RB LIMITED**

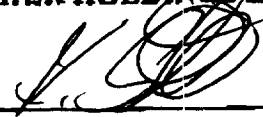
By:   
Its: DIRECTOR  
Name: KRISTIAN STENSBY

**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**

**SCHEDULE TO ASSIGNMENT OF INTELLECTUAL PROPERTY**

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

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Premier Cruises Cruisin Kids	unregistered trademark		
Premier's Cruising Kids	unregistered trademark		
Premier's Priorities	unregistered trademark		
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Taking America Cruising		1726326	10/20/92
A Little More Private, A Lot More Style		1694900	6/16/92
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Europe Seakruz		1994536	8/20/96
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Do You Dream In Color?		2069104	6/10/97
Design Only		1731684	11/10/92

MARS 270320 1 - WVK

LATHAM & WATKINS

PAUL R. WATKINS (1999-1973)  
DANA LATHAM (1998-1974)

ATTORNEYS AT LAW  
53RD AT THIRD, SUITE 1000

885 THIRD AVENUE  
NEW YORK, NEW YORK 10022-4802  
TELEPHONE (212) 906-1200  
FAX (212) 751-4864

NEW JERSEY OFFICE  
ONE NEWARK CENTER  
NEWARK, NEW JERSEY 07101-374  
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FAX (201) 639-7298

ORANGE COUNTY OFFICE  
550 MAIN CENTER DRIVE, SUITE 2000  
COSTA MESA, CALIFORNIA 92626-1925  
TELEPHONE (714) 540-1235  
FAX (714) 755-8290

SAN DIEGO OFFICE  
1010 B STREET, SUITE 2100  
SAN DIEGO, CALIFORNIA 92101-8197  
TELEPHONE (619) 235-1234  
FAX (619) 696-7419

SAN FRANCISCO OFFICE  
505 MONTGOMERY STREET, SUITE 1900  
SAN FRANCISCO, CALIFORNIA 94111-2550  
TELEPHONE (415) 391-0800  
FAX (415) 395-8095

WASHINGTON, D.C. OFFICE  
1001 PENNSYLVANIA AVE. N.W., SUITE 1200  
WASHINGTON, D.C. 20004-2505  
TELEPHONE (202) 537-2200  
FAX (202) 637-2201

CHICAGO OFFICE  
SEARS TOWER, SUITE 5500  
CHICAGO, ILLINOIS 60626  
TELEPHONE (312) 876-7700  
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LOS ANGELES OFFICE  
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LOS ANGELES, CALIFORNIA 90071-2007  
TELEPHONE (213) 4485-1234  
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MOSCOW OFFICE  
1371 LENINSKY PROSPECT, SUITE 0200  
MOSCOW, RUSSIA 117193  
TELEPHONE +7 (503) 956-5555  
FAX +7 (503) 956-5556

TRADEMARK FEE PROCESS  
RECEIVED  
1998 NOV 30 P 2:30

US PATENT &  
TRADEMARK OFFICE

November 25, 1998



11-30-1998

U.S. Patent & TMO/TM Mail Rcpt Dt #64

Commissioner of Patents and Trademarks  
Box Assignment  
Washington, D. C. 20231  
Attn.: Assignment Branch

Re: Recordation of Trademark Security Agreement

Dear Sir:

We enclose the following:

1. a Recordation Form Cover Sheet, along with an Assignment of Intellectual Property, dated November 17, 1998, executed by Premier Cruise, Ltd., and additional parties as listed on the attached Schedule A, in favor of Premier Holdings Ltd., pursuant to which Premier Cruise, Ltd. has transferred to Premier Holdings Ltd. all of its right in the twenty-one Trademark Registrations and Trademark Applications as set forth on Schedule 1 annexed hereto;
2. a Recordation Form Cover Sheet, along with an Assignment of Intellectual Property, dated November 17, 1998, executed by Premier Holdings Ltd., in favor of Premier Operations Ltd., pursuant to which Premier Holdings, Ltd. has transferred to Premier Operations Ltd. all of its right in the twenty-one Trademark Registrations and Trademark Applications as set forth on Schedule 1 annexed hereto; and

Commissioner of Patents and Trademarks

November 25, 1998

Page Two

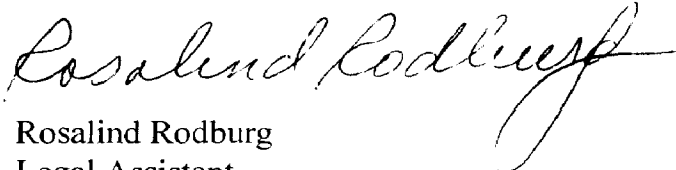
3. a Recordation Form Cover Sheet, along with an Assignment of Proprietary Rights and Security Agreement, dated November 17, 1998, executed by Premier Operations Ltd. in favor of IBJ Schroder Bank & Trust Company, as Security Trustee, pursuant to which Premier Operations, Ltd. has assigned to IBJ Schroder Bank & Trust Company, as Security Trustee all of its right in the twenty-one Trademark Registrations and Trademark Applications as set forth on Schedule A annexed hereto.

Please be certain to file first the Assignment of Intellectual Property by Premier Cruise to Premier Holdings., second, file the Assignment of Intellectual Property by Premier Holdings. to Premier Operations, and finally file the Security Agreement by Premier Operations to IBJ Schroder Bank.

Enclosed is a check in the amount of \$1, 620. as payment for the recording fees.

The recorded Agreement should be returned to me at the New York address on this letterhead. Please call me at 212-906-1874 if you have any questions.

Very truly yours,



Rosalind Rodburg  
Legal Assistant

Enclosures

cc: Nancy Schimmel, Esq.