

11-10-1999

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101197874

MAD 11/8/99

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  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Cunard Line Limited

05 28 1998

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization England and Wales

Receiving Party

Mark if additional names of receiving parties attached

Name Cunard White Star Limited

DBA/AKA/TA

Composed of

Address (line 1) 6100 Blue Lagoon Drive, Suite 400

Address (line 2)

Address (line 3) Miami

City

Florida

State/Country

33126

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Bermuda

11/09/1999 TTON11 00000158 927552

FOR OFFICE USE ONLY

01 FC:441  
02 FC:442

40.00 DP  
350.00 DP

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. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 001986 FRAME: 0785

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Jeffrey A. Smith, Esq.  
Address (line 1) Cohen and Smith  
Address (line 2) 1745 Jefferson Davis Highway  
Address (line 3) 612 Crystal Square 4  
Address (line 4) Arlington, Virginia 22202

**Correspondent Name and Address**

Area Code and Telephone Number

703 416-4677

Name Jeffrey A. Smith, Esq.  
Address (line 1) Cohen and Smith  
Address (line 2) 1745 Jefferson Davis Highway  
Address (line 3) 612 Crystal Square 4  
Address (line 4) Arlington, Virginia 22202

**Pages**

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

# 8 including cover sheet

**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)**

75/266640 75/467611   
75/466004 75/467612   
75/466020 75/467615

927552 1646305 1894350  
1487964 1,840930 1996709  
1634995 1876092 2131974

**Number of Properties**

Enter the total number of properties involved.

# 15

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 390.00

Method of Payment: check 1473 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.

Jeffrey A. Smith  
Name of Person Signing

Jeffrey Smith  
Signature

11/8/99  
Date Signed

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**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)**

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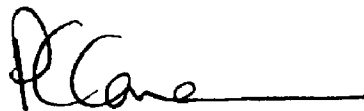
## REVOCATION AND APPOINTMENT OF POWER OF ATTORNEY

The undersigned hereby revokes any previous powers of attorney granted of record and appoints Jeffrey A. Smith, Esq., a member of the bar of the State of Florida and Jeffrey R. Cohen, Esq., a member of the bar of the State of Virginia of Cohen & Smith, Attorneys at Law, 1745 Jefferson Davis Highway, Suite 612, Crystal Square IV Arlington, Virginia 22202, as his attorneys to prosecute this application to registration with full power of substitution and revocation, to transact all business in the Patent and Trademark Office connected therewith and to receive the Certificate of Registration. Please direct all communications in regard to this application to Jeffrey A. Smith at (703) 416-4677.

### DESIGNATION OF A DOMESTIC REPRESENTATIVE

Applicant hereby designates Jeffrey A. Smith and Jeffrey R. Cohen of the firm of Cohen & Smith whose postal address is 1745 Jefferson Davis Highway, Suite 612, Crystal Square IV, Arlington, Virginia 22202 as applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

Dated: September 15, 1999



Pamela C. Conover

Cunard Line Limited – Chief Operating Officer

TRADEMARK

| REEL: 001986 FRAME: 0788

DATED

28 May

1998

(1) CUNARD LINE LIMITED

(2) THE CUNARD STEAM-SHIP COMPANY LIMITED

and

(3) CUNARD WHITE STAR LIMITED

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**INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT**

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**WARNING**

This document is subject to stamp duty in the United Kingdom. In consequence, this document should be executed by all parties outside the United Kingdom and retained at all times outside the United Kingdom. Stamp duty will become payable if this document is executed in, or brought into the United Kingdom.

**CLIFFORD CHANCE**

200 Aldersgate Street  
London EC1A 4JJ

Telephone: 0171 600 1000  
Fax: 0171 600 5555  
Reference: MWO/K1684/191/VGM

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THIS ASSIGNMENT is made on 28 May 1998

**BETWEEN:**

- (1) **CUNARD LINE LIMITED** a company incorporated in England and Wales (registered no. 445195) whose registered office is at St James' House, 23 King Street, London SW1Y 6QY (the "Cunard Line");
- (2) **THE CUNARD STEAM-SHIP COMPANY LIMITED** a company incorporated in England and Wales (registered no. 12286) whose registered office is at St James' House, 23 King Street, London SW1Y 6QY ("Cunard Steam-Ship"); and
- (3) **CUNARD WHITE STAR LIMITED**, company incorporated in Bermuda whose registered office is at Clarendon House, 2 Church Street, Hamilton, Bermuda (the "Assignee")

**THE PARTIES AGREE as follows:**

**1. DEFINITIONS**

1.1 Terms used herein have the same meaning as in the Main Agreement unless otherwise stated.

1.2 In this Assignment:

"Assignors" means together Cunard Line and Cunard Steam-Ship;

"Intellectual Property Rights" means all Intellectual Property owned by the Assignors or any Seller Group Company and used in connection with the Business either at the Effective Time or at any time prior thereto and the Unregistered Trade Marks other than the registered trade or service marks assigned under the Trade Mark Assignments;

"Main Agreement" means the agreement of 3 April 1998 between Cunard Line, Kvaerner Ship Investments AS, Cunard Steam-Ship, Carnival Corporation and Kvaerner ASA; and

"Unregistered Trade Marks" means the unregistered trade mark and business names CUNARD, WHITE STAR LINE, WHITE STAR and QUEEN MARY.

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**2. ASSIGNMENT**

2.1 Pursuant to the Main Agreement, and in consideration of the sum of        now paid by the Assignee to the Assignors (the receipt of which the Assignors hereby acknowledge), each Assignor hereby assigns to the Assignee or as regards any other Seller Group Company, shall procure the assignment to the Assignee, with full title guarantee its entire right, title and interest in the Intellectual Property Rights free from all licences, liens charges and encumbrances to hold unto the Assignee absolutely.

2.2 This assignment includes the right to take action in respect of any infringement of the Intellectual Property Rights, whether such infringement occurred before or after the date of this Assignment.

2.3 This assignment includes the goodwill attaching to the Intellectual Property Rights arising from the use of the same in relation to the Business.

**3. FURTHER ASSURANCE**

3.1 Each Assignor shall on written request by and at the expense of the Assignee, do and execute or arrange for the doing and executing of, each necessary act document and thing to implement this Assignment.

**4. EXCLUSION OF IMPLIED WARRANTIES**

4.1 Save for the warranties in the Main Agreement the Assignee acknowledges and agrees that no warranties in respect of the Intellectual Property Rights are to be implied into this Assignment as having been given on behalf of the Assignors.

**5. GOVERNING LAW**

This Assignment is governed by and shall be construed in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts in relation to all matters arising out of this Assignment.

6. This Deed is delivered on the date written at the start of the Deed.

EXECUTED as a deed

Executed on behalf of  
The common seal of

CUNARD LINE LIMITED was

affixed in the presence of

Juli Pawlakowski

Signature of Director Attorney K2 AD

Name of Director Attorney K2 AD

Karel Janiak

Signature of Director Attorney K2 AD

Name of Director Attorney K2 AD

Executed on behalf of  
The common seal of

THE CUNARD STEAM-SHIP  
COMPANY LIMITED was

affixed in the presence of

Juli Pawlakowski

Signature of Director Attorney K2 AD

Name of Director Attorney K2 AD

Karel Janiak

Signature of Director Attorney K2 AD

Name of Director Attorney K2 AD

Executed on behalf  
The common seal of

CUNARD WHITE STAR LIMITED

as duly authorized attorney  
was affixed in the presence of

[Signature]

Signature of Director Attorney

ARNOLDO PEREZ

Name of Director Attorney

Signature of Director

Name of Director

[Signature] as Attorney

H:M:W:PER:AM:W:02:14