



04-24-2000

03-31-2000



U.S. Patent & TMO/TM Mail Rpt Dt. #2:

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

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Name Execution Date
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- General Partnership
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04/24/2000 JIAL:RNE 00400107 74317953

01 FC:481 40.00 OP
02 FC:482 75.00 OP

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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" value="74/317,953"/>	<input type="text" value="74/317,954"/>	<input type="text" value="74/317,955"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="74/318,212"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Samuel D. Littlepage

Name of Person Signing

Signature

March 31, 2000

Date Signed

ASSIGNMENT

WHEREAS, Orient Lines Ltd. (hereinafter "Seller"), a Bermuda corporation having a place of business and mailing address at Suite 400, 1510 S.E. 17th Street Causeway, Fort Lauderdale, Florida 33316, owns and intends to use the following service marks, said marks being the subject of the following federal applications in the United States Patent and Trademark Office:

Service Mark: _____ THE WORLD WITH MARCO POLO
Filed: September 28, 1992
Serial No.: 74/317,953

Service Mark: CRUISE THE WORLD WITH MARCO POLO
Filed: September 28, 1992
Serial No.: 74/317,954

Service Mark: EXPLORE THE WORLD WITH MARCO POLO
Filed: September 28, 1992
Serial No.: 74/317,955

Service Mark: MARCO POLO
Filed: September 28, 1992
Serial No.: 74/318,212

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 acquired on December 10, 1999 all rights, title and interest in and to the Seller's entire business, including the above-noted service marks, the goodwill symbolized by those marks, and the federal applications therefor.

NCW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Seller has assigned, transferred and conveyed, and does hereby assign, transfer and convey *nunc pro tunc* as of December 10, 1999 to Buyer, all rights, title and interest in and to the service marks: _____ THE WORLD WITH MARCO POLO; CRUISE THE WORLD WITH MARCO POLO; EXPLORE THE WORLD WITH MARCO POLO; and MARCO POLO, and the applications therefore (i.e., Serial Nos. 74/317,953, 74/317,954, 74/317,955 and 74/318,212), as well as the goodwill of the business symbolized thereby in the United States and elsewhere. Seller also assigns to Buyer all rights to sue for and receive damages occurring from past infringements of the aforesaid registered service marks.

Seller warrants that it had and has good and valid title to the above-noted service marks and applications therefore and that there were and are no licenses, encumbrances or third party agreements, either written or implied, or any pending or threatened disputes in the courts of the United States Patent and Trademark Office relating to the ownership of such service marks or applications therefor. Seller further warrants that upon request to 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 Agreement.

The Assignment shall be binding on the parties, their successors and/or assigns and all others acting by through, with or under its direction, and all those in privy herewith.

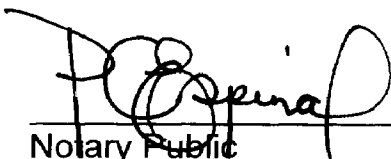
ORIENT LINES LTD.

Date: March 28th, 2000

By: 
Robert M. Kritzman
Vice President & Assistant Secretary

STATE OF FLORIDA)
)
COUNTY of Miami - Dade.)

On this 28th day of March, 2000, 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 Orient Lines Ltd. and that he had authority from said corporation to sign the instrument.


Notary Public
State of Florida

My Commission Expires:

