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U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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

9.19.00

### 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  Change of Name
  - Other
- Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

2312845

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country 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

#### FOR OFFICE USE ONLY

10/11/2000 MTHA11 00000007 2312845  
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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: 002152 FRAME: 0571

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name Daniel J. Hanrahan, Senior Vice-President, Marketing & Sales

Address (line 1) Royal Caribbean Cruises Ltd.

Address (line 2) 1050 Caribbean Way

Address (line 3) Miami, Florida 33132

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (212) 339-5468

Name William M. Heberer, Esq.

Address (line 1) Hall Dickler Kent Goldstein & Wood LLP

Address (line 2) 909 Third Avenue

Address (line 3) New York, New York, 10022-4731

Address (line 4)

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

# 6

**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)

2312845

**Number of Properties** Enter the total number of properties involved.

# 1

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

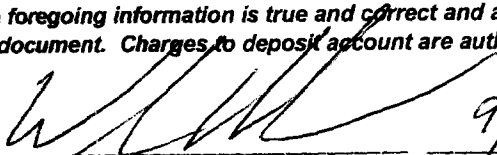
Deposit Account Number: #

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.

William M. Heberer, Esq.

 9/19/2000

Name of Person Signing

Signature

Date Signed

## TRADEMARK PURCHASE AGREEMENT

This trademark purchase agreement is entered into as of August 16, 2000, by and between La Jolla Holding Group, L.L.C. ("La Jolla"), having a place of business at 1295 Prospect Street, Suite B, La Jolla, California 92037 and Royal Caribbean Cruises Ltd. ("Royal Caribbean") having a place of business at 1050 Caribbean Way, Miami, Florida 33132.

WHEREAS, La Jolla is the owner of all right, title and interest in and to the trademark GET OUT THERE including United States Trademark Registration No. 2,312,845 therefor (the "Mark"); and

WHEREAS, Royal Caribbean desires to acquire from La Jolla and La Jolla desires to transfer to Royal Caribbean, all right, title and interest in and to the Mark in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. La Jolla hereby represents and warrants that it is the sole and exclusive owner of all right, title and interest in and to the Mark free and clear of any encumbrances or liens, that it has the full power and authority to enter into this Agreement, and that it has not granted any licenses or permissions to any third parties for use of the Mark.

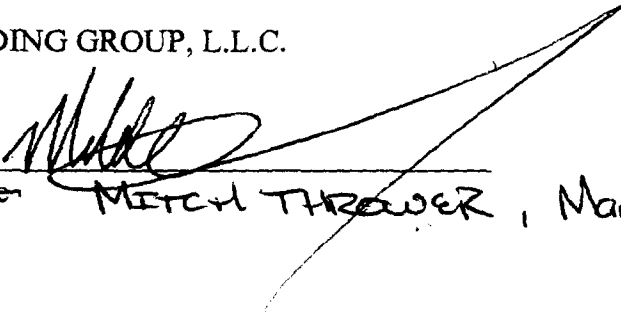
2. La Jolla hereby agrees to sell, transfer, assign and deliver all of its right, title and interest in and to the Mark, including Registration No. 2,312,845 therefor, together with the goodwill of the business symbolized thereby, to Royal Caribbean. In furtherance thereof, simultaneously with the execution of this Agreement, La Jolla shall complete, sign and have notarized the Trademark Assignment annexed hereto as Exhibit A, transferring the Mark to Royal Caribbean. La Jolla also agrees to take any and all other action necessary to effect the sale, transfer, assignment and delivery of the Mark to Royal Caribbean.

3. La Jolla hereby further agrees that it, as well as any employees, representatives or other affiliated persons or entities, will refrain from using, registering or attempting to use or register the mark GET OUT THERE or any confusingly similar marks.


4. In consideration of the foregoing, Royal Caribbean shall pay to La Jolla the sum of Twenty Five Thousand Dollars (\$25,000), in full consideration for the transfer of the Mark and for the other terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date set forth above.


LA JOLLA HOLDING GROUP, L.L.C.

By:   
Name: ~~Scott Kyle~~ MITCH THROVER, Managing Member  
Title:

ROYAL CARIBBEAN CRUISES LTD.

By:   
Name: Daniel J. Hanrahan  
Title: Senior Vice-President, Marketing & Sales

On this 25 day of August, 2000, before me personally appeared Daniel Hanrahan, to me known who, being by me duly sworn, did dispose and say that he is Senior Vice President of Marketing and Sales of Royal Caribbean Cruises Ltd., described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority by said Royal Caribbean Cruises Ltd.

  
Notary Public  
Lourdes Rodriguez  
My Commission CC726477  
Expires May 1, 2002

TRADEMARK ASSIGNMENT

WHEREAS, La Jolla Holding Group, L.L.C., a California limited liability corporation located at 1295 Prospect Street, Suite B, La Jolla, California 92037, owns all right, title and interest in and to the trademark GET OUT THERE including United States Trademark Registration No. 2,312,845 therefor (the "Mark"); and

WHEREAS, Royal Caribbean Cruises Ltd., a Liberia corporation located at 1050 Caribbean Way, Miami, Florida 33132, is desirous of acquiring said Mark;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said La Jolla Holding Group, L.L.C. does hereby assign, sell and transfer to said Royal Carribean Cruises Ltd. its entire right, title and interest in and to the Mark, together with the goodwill of the business symbolized thereby.

IN WITNESS WHEREOF, La Jolla Holding Group, L.L.C. has caused this instrument to be executed in its name and on its behalf by its officer, duly authorized thereunto, effective as of the 16 day of August, 2000.

La Jolla Holding Group, L.L.C.

By: 

Name: Scott Kyle ~~Match~~

Title: ~~THROWER~~  
MANAGING MEMBER

[SEAL]

STATE OF CALIFORNIA )

: ss.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of August, 2000, before me personally appeared Scott Kyle, to me known who, being by me duly sworn, did dispose and say that he resides at \_\_\_\_\_ and that he is \_\_\_\_\_ of La Jolla Holding Group, L.L.C., described herein and which executed the foregoing instrument and that he signed his name thereto pursuant to the authority by said La Jolla Holding Group L.L.C.

~~ACKNOWLEDGMENT~~

SEE

\_\_\_\_\_  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of SAN DIEGO } ss.

On AUGUST 16, 2000, before me, DIANNE W. MILGRIM,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MITCH THROWER,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~s~~ on the instrument the person~~s~~ or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Dianne W. Milgrim  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: TRADEMARK PURCHASE AGREEMENT

Document Date: \_\_\_\_\_ Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: MITCH THROWER

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: MANAGING MEMBER

Signer Is Representing: LA JOLLA HOLDING GROUP, LLC

**RIGHT THUMBPRINT OF SIGNER**

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