

11-16-2000



101518475

11/3/00

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
- Execution Date  
Month Day Year  
10 30 2000

Name Tour Alaska, Inc.

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Washington

Receiving Party

- Mark if additional names of receiving parties attached

Name Tour Alaska, LLC

DBA/KA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) c/o 10100 Santa Monica Blvd.

Address (line 2) Suite 1800/Legal

Address (line 3) Los Angeles CA USA 90067  
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
  - Other Limited Liability Company
- 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 Delaware

FOR OFFICE USE ONLY

11/14/2000 MTHAI1 00000375 1622924

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

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1622924"/>	<input type="text" value="1622379"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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:

#

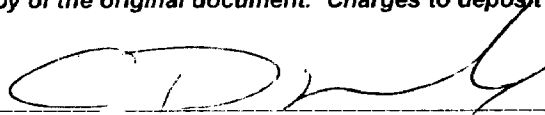
Yes

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.

Colin D. Rumble



October 30, 2000

Name of Person Signing

Signature

Date Signed

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"TOUR ALASKA, INC.", A WASHINGTON CORPORATION,

WITH AND INTO "TOUR ALASKA, LLC" UNDER THE NAME OF "TOUR ALASKA, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTEENTH DAY OF AUGUST, A.D. 2000, AT 11 O'CLOCK A.M.



*Edward J. Freel*

Edward J. Freel, Secretary of State

3230674 8100M

001414358

AUTHENTICATION: 0622198

DATE: 08-16-00

TRADEMARK  
REEL: 002175 FRAME: 0476

CERTIFICATE OF MERGER  
OF  
TOUR ALASKA, INC.,  
AND TOUR ALASKA, LLC

PURSUANT TO SECTION 18-209 OF THE DELAWARE  
LIMITED LIABILITY COMPANY ACT

The undersigned hereby certify that:

FIRST: The names and jurisdictions of formation of each constituent company, or "other business entity" as defined in Section 18-209 of the Delaware Limited Liability Company Act, are as follows (the "Constituent Companies"):

<u>Name</u>	<u>Jurisdiction</u>
Tour Alaska, LLC	Delaware
Tour Alaska, Inc.	Washington

SECOND: An Agreement and Plan of Merger, (the "Agreement of Merger"), dated as of August 15, 2000, between Tour Alaska, LLC, a Delaware limited liability company ("TA LLC") and Tour Alaska, Inc., a Washington corporation ("TA Washington"), providing for the merger of TA Washington with and into TA LLC, with TA LLC being the surviving entity, has been approved and executed by each of the Constituent Companies, and their respective stockholders and members.

THIRD: The name of the surviving entity is Tour Alaska, LLC, a Delaware limited liability company.

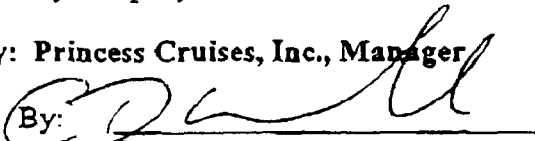
FOURTH: The executed Agreement of Merger is on file at the office of Tour Alaska, LLC. The address of said office is 10100 Santa Monica Boulevard, Suite 1800, Los Angeles, CA 90067.

FIFTH: A copy of the Agreement of Merger will be provided by Tour Alaska, LLC upon request and without cost to any member of the Constituent Companies, or any person holding an interest in either of the Constituent Companies.

Dated: August 15, 2000

TOUR ALASKA, LLC, a Delaware limited liability company

By: Princess Cruises, Inc., Manager

By: 

Name: Colin D. Rumble

Title: Chief Accounting Officer and Treasurer

**ARTICLES OF MERGER  
OF  
TOUR ALASKA, INC. AND TOUR ALASKA, LLC**

FILED  
STATE OF WASHINGTON  
**AUG 18 2000**

RALPH MUNRO  
SECRETARY OF STATE

To the Secretary of State  
State of Washington:

Pursuant to the provisions of the Washington Business Corporation Act, the domestic business corporation and the foreign business limited liability company herein named do hereby submit the following Articles of Merger.

1. Annexed hereto and made a part hereof is the Agreement and Plan of Merger, (the "Agreement of Merger"), dated as of August 15, 2000, between Tour Alaska, Inc., a Washington corporation ("TA Washington") and Tour Alaska, LLC, a Delaware limited liability company ("TA LLC"), providing for (i) the merger of TA Washington with and into TA LLC, with TA LLC being the surviving entity, as adopted by resolution adopted by joint unanimous written consent of the Board of Directors and sole shareholder of TA Washington on August 15, 2000 and by resolution adopted by written consent of the sole member and manager of TA LLC on August 15, 2000.

2. In respect of TA Washington, the merger was duly approved by the shareholders of TA Washington pursuant to RCW 23B.11.030.

3. The merger of TA Washington with and into TA LLC is permitted by the laws of the jurisdiction of organization of TA LLC and has been authorized in compliance with said laws.

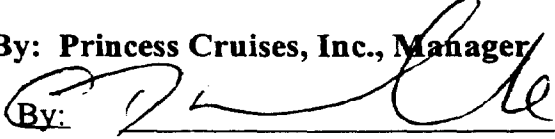
4. The effective date and date of the merger herein provided for in the State of Washington shall be 12:00 pm on August 18, 2000.

Executed on August 15, 2000.

**TOUR ALASKA, INC.**, a Washington corporation

By:   
Name: Anthony H. Kaufman  
Title: Secretary

**TOUR ALASKA, LLC**, a Delaware limited liability company

By: **Princess Cruises, Inc., Manager**  
  
Name: Colin D. Rumble  
Title: Chief Accounting Officer and Treasurer

## AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Merger Agreement") is dated as of August 15, 2000, and is entered into among Tour Alaska, LLC, a Delaware limited liability company ("TA LLC") and Tour Alaska, Inc., a Washington corporation ("TA Washington").

### RECITALS

WHEREAS, Princess Cruises, Inc., a California corporation, is the owner of 100% of the outstanding membership interests of TA LLC;

WHEREAS, TA LLC is the owner of 100% of the outstanding capital stock of TA Washington;

WHEREAS, the sole manager and member and board of directors, respectively, of TA LLC and TA Washington have determined that it is in the best interests of each company that TA Washington merge with and into TA LLC, subject to the terms and conditions of this Merger Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, agreements and conditions contained herein, the parties hereto agree as follows:

1. Merger. In accordance with the provisions of this Merger Agreement and applicable law, TA Washington shall merge with and into TA LLC, with TA LLC being the surviving entity (the "Merger"). Upon the Effective Date, the separate existence of TA Washington shall cease, and TA LLC shall be the surviving entity (hereinafter sometimes called the "Surviving Entity") and shall continue its existence under the laws of the State of Delaware.

2. Filing and Effectiveness. The Merger shall become effective when the following actions have been completed:

(a) This Merger Agreement and the Merger shall have been adopted and approved by the board of directors and shareholders of TA Washington and the members of TA LLC, each in accordance with the requirements of the Washington Business Corporation Act and the Delaware Limited Liability Company Act; and

(b) Executed Certificates or Articles of Merger meeting the requirements of the Washington Business Corporation Act and Delaware Corporate Law shall have been filed with the respective secretaries of state of the aforementioned jurisdictions.

The date and time when the Merger shall become effective is herein referred to as the "Effective Date."

3. Effect of the Merger. Upon the Effective Date, the separate existence of TA Washington shall cease and TA LLC, as the Surviving Entity, (i) shall succeed, without other transfer, to all of the assets, rights, powers and property (real, personal and mixed) of TA Washington; and (ii) shall succeed, without other transfer, to all of the debts, liabilities and obligations of TA Washington in the same manner as if TA LLC had itself incurred them.

4. Articles of Organization and Bylaws. The Limited Liability Company Agreement in effect immediately upon the Effective Date shall continue in full force and effect as the operating agreement of the Surviving Entity until duly amended in accordance with the provisions thereof and applicable law.

5. Manager. Princess Cruises, Inc. shall continue to be the manager of the Surviving Entity upon the Effective Date.

6. Purposes of Surviving Entity. The purposes of TA LLC immediately upon the Effective Date shall continue to be the purposes of the Surviving Entity on and after the Effective Date.

7. Manner of Conversion of Membership Interests.

(a) Upon the Effective Date, all of the outstanding capital stock of TA Washington shall, by virtue of the Merger and without any action by TA Washington, the directors of TA Washington or any other person, be canceled and extinguished without receipt of any consideration therefor.

(b) Upon the Effective Date, there shall be no change in the issued and outstanding membership interests of TA LLC.

8. Subsequent Action. If at any time after the Effective Date it shall be necessary or desirable to take any action or execute, deliver or file any instrument or document in order to vest, perfect or confirm of record the Surviving Entity with the title to any property or any rights of TA Washington or otherwise to carry out the provisions of this Merger Agreement, the sole member of the Surviving Entity is hereby authorized and empowered on behalf of TA Washington and in their respective names to take such action and execute, deliver and file such instruments and documents.

9. Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger contemplated hereby may be abandoned by the managing member of TA LLC or the board of directors of TA Washington.

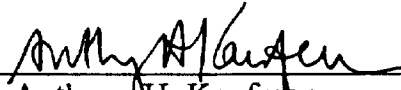
10. Amendment. At any time before the Effective Date, the managing member of TA LLC or the board of directors of TA Washington may amend this Agreement in any manner.

11. Governing Law. This Merger Agreement shall be governed and construed in accordance with the laws of the State of Delaware.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

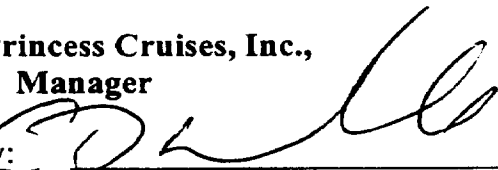
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**TOUR ALASKA, INC.**

By:   
Name: Anthony H. Kaufman  
Title: Secretary

**TOUR ALASKA, LLC.**

By: **Princess Cruises, Inc.,  
Manager**

By:   
Name: Colin D. Rumble  
Title: Chief Accounting Officer and Treasurer