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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨ ⇨ ⇨

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REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 6.5.02
The Delta Queen Steamboat Co.

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

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

2. Name and address of receiving party(ies)
Name: DNPS Delta Queen Steamboat Company, Inc.
Internal Address: _____
Address: _____
Street Address: 40 Fountain Plaza
City: Buffalo State: NY Zip: 14202

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 31, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
1118453

B. Trademark Registration No.(s)
See Attached Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Gregg Reed, Esq.
Internal Address: _____
Proskauer Rose LLP
Street Address: _____
1585 Broadway
City: New York State: NY Zip: 10036-8299

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41).....\$ 790.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
16-2500
(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.

Michael L. Eden, Esq. *Michael Eden* June 5, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

06/28/2002 TDIAZ1 00000008 162500 1888453
01 FC:481 40.00 CH

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Schedule A

TRADEMARKS

<u>Trademark</u>	<u>Serial/Registration Number</u>
DELTA QUEEN	1,532,074
DELTA QUEEN	1,895,041
DELTA QUEEN	1,895,078
DELTA QUEEN	76/276235
DELTA QUEEN and Design	983,546
DELTA QUEEN STEAMBOAT CO MISSISSIPPI QUEEN and Design	1,154,221
DELTA QUEEN STEAMBOAT COMPANY and Design	76/276290
FRONT PORCH OF AMERICA	2,043,928
GARDENS OF THE RIVER VACATIONS	2,166,296
LIVE THE LEGEND and Design	1,659,195
MARK TWAIN VACATIONS	2,246,917
MISSISSIPPI QUEEN	1,561,000
MISSISSIPPI QUEEN	1,897,494
MISSISSIPPI QUEEN	1,902,627
MISSISSIPPI QUEEN and Design	1,050,954
NEW ORLEANS STEAMBOATIN' STYLE	1,928,279
RIVERBOAT DESIGN	1,533,222
STEAMBOAT A'COMIN	2,179,053
STEAMBOATIN'	1,505,375
STEAMBOATIN'	1,536,459

NYWORD/68211 v2

Schedule A (continued)

STEAMBOATIN'	1,888,453
STEAMBOATIN'	1,894,050
STEAMBOATIQUE	2,017,094
THE GREAT STEAMBOAT RACE	1,428,832
THE GREATEST STEAMBOAT THE WORLD HAS EVER KNOWN	2,171,700
THE PADDLEWHEEL STEAMBOATIN' SOCIETY OF AMERICA and Design	1,920,365
American Queen	1,951,681
American Queen	1,953,532
American Queen	1,953,533
American Queen	1,953,534
American Queen	1,960,672

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS is made this 31st day of May, 2002, by and between THE DELTA QUEEN STEAMBOAT CO., a Delaware corporation ("DQSC"), and DNPS DELTA QUEEN STEAMBOAT COMPANY, INC., a Delaware corporation ("DNPS").

WHEREAS, DQSC and certain of its subsidiaries and affiliates and DNPS entered into that certain Asset Purchase Agreement, dated as of May 13, 2002 (the "Purchase Agreement"), pursuant to which DQSC agreed to transfer and assign, and DNPS agreed to purchase and accept from DQSC, the Acquired Assets; and

WHEREAS, the Acquired Assets include, among others, certain trademarks and the good will appurtenant thereto and certain trademark registrations and applications therefor held by or for use by DQSC and its subsidiaries and affiliates, which trademarks, registrations and applications are listed and described in Schedule A attached hereto (the "Marks"); and

WHEREAS, DNPS desires to acquire the entire right, title and interest in and to the Marks, registrations and applications therefor; and

WHEREAS, in order to evidence the acquisition of DQSC's right, title and interest in and to the Marks, DQSC desires to execute this Assignment and Assumption of Trademarks in favor of DNPS.

NOW, THEREFORE, for good and valuable consideration paid by DNPS to DQSC, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignment and Assumption. DQSC does hereby assign and transfer unto DNPS, and DNPS does hereby accept and assume, the entire right, title and interest throughout the world in and to the Marks together with all registrations and applications therefor, and any and all renewals and extensions thereof, together with the good will appurtenant thereto and the entire right, title and interest in and to any claims in law or equity, including without limitation the right to sue for and collect damages, arising out of past, present or future infringement or other unauthorized use of the Marks.
3. Recording; No Conflicts. DQSC hereby authorizes and requests the Assistant Commissioner for Trademarks to record DNPS as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of DNPS, its successors, assigns or other legal representatives, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement or other document in conflict herewith.
4. Further Assurances. DQSC agrees that, upon request by DNPS and without further consideration, DQSC shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of DNPS and do all other lawful acts necessary or

appropriate to carry out the intent of this Assignment and Assumption of Trademarks, as well as provide such other material, information or assistance as reasonably may be necessary to carry out the intent of this Assignment and Assumption of Trademarks (provided, in each case, such action does not require DQSC to incur any material out-of-pocket expenses). DQSC hereby constitutes and appoints DNPS, and its successors and assigns, the true and lawful attorney of DQSC with full power of substitution in the name and stead of DQSC, but on behalf and for the benefit of DNPS, its successors and assigns, to demand and receive each and all of the Marks and registrations.

5. Modification; Waiver. This Assignment and Assumption of Trademarks may not be amended orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

6. Governing Law. This Assignment and Assumption of Trademarks shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to principles of conflicts of laws.

7. Severability. If any provision of this Assignment and Assumption of Trademarks shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment and Assumption of Trademarks, as the case may require, and this Assignment and Assumption of Trademarks shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

8. Miscellaneous. This Assignment and Assumption of Trademarks shall be binding upon DQSC and shall inure to the benefit of DNPS, and its representatives, successors and assigns. This Assignment and Assumption of Trademarks may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Trademarks on the date first above written.

"DQSC"

THE DELTA QUEEN STEAMBOAT CO.

By: J. B. Allen
Name: Jordan B. Allen
Title: Exec. Vice President

"DNPS"

DNPS DELTA QUEEN STEAMBOAT COMPANY,
INC.

By: _____
Name: _____
Title _____

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Trademarks on the date first above written.

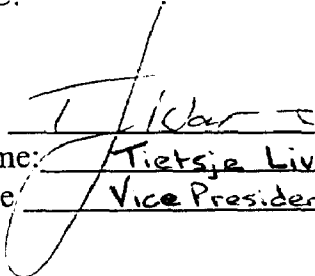
"DQSC"

THE DELTA QUEEN STEAMBOAT CO.

By: _____
Name:
Title:

"DNPS"

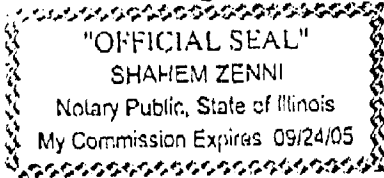
DNPS DELTA QUEEN STEAMBOAT COMPANY,
INC.

By:  _____
Name: Tietsje Livanos
Title: Vice President

[NOTARY SIGNATURES APPEAR ON FOLLOWING PAGES]

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this 31st day of May, 2002, by Jordan Allen who being duly sworn, did say that he/she is the Exec. VP of The Delta Queen Steamboat Co., a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.



Shahem Zenni
Notary Public

My commission expires:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this ___ day of May, 2002, by _____ who being duly sworn, did say and he/she is the _____ of DNPS Delta Queen Steamboat Company, Inc., a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

Notary Public

My commission expires:

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this ___ day of May, 2002, by _____ who being duly sworn, did say that he/she is the _____ of The Delta Queen Steamboat Co., a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

Notary Public

My commission expires:

STATE OF NEW YORK)
) ss:
COUNTY OF ~~NEW YORK~~ ERIE)

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this 31 day of May, 2002, by TIETSJE LIVANOS who being duly sworn, did say and ~~he~~/she is the VICE PRESIDENT of DNPS Delta Queen Steamboat Company, Inc., a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

TERRY C. BURTON
Notary Public, State of New York

Qualified in Erie County
Commission Expires December 31, 2002

Terry C. Burton
Notary Public

My commission expires: DECEMBER 31, 2002

PROSKAUER ROSE LLP

1585 Broadway
New York, NY 10036-8299
Telephone 212.969.3000
Fax 212.969.2900

LOS ANGELES
WASHINGTON
BOCA RATON
NEWARK
PARIS

Stephen R. Dwyer
Trademark Administrator

Direct Dial 212.969.4441
sdwyer@proskauer.com

June 5, 2002

BOX ASSIGNMENTS - FEE

Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

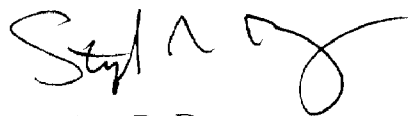
Re: Assignment of U.S. Trademark Registrations and Applications
Assignor: The Delta Queen Steamboat Co.
Assignee: DNPS Delta Queen Steamboat Company, Inc.
Our File No.: 24246-019

To Whom It May Concern:

Enclosed please find a Trademark Recordation Form Cover Sheet in connection with thirty-one trademark applications and registrations. We also include a self-addressed stamped postcard, which we ask that you return to us to confirm your receipt of this submission.

Please charge all required fees to existing USPTO deposit account # 16-2500, referencing our file number 24246-019. A duplicate copy of the recordation cover sheet is enclosed for your convenience.

Respectfully submitted,



Stephen R. Dwyer

Enclosures