

01-16-2004



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Form PTO-159 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

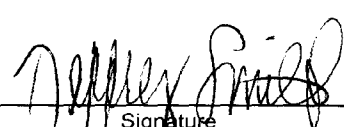
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Cunard Line Limited <u>1-13-04</u></p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input checked="" type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Seabourn Cruise Line Limited</u> Internal Address: <u>Suite 400</u> Street Address: <u>6100 Blue Lagoon Drive</u> City: <u>Miami</u> State: <u>FL</u> Zip: <u>33126</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Bermuda</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</small>  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>12/30/2003</u></p>	

<p>4. Application number(s) or registration number(s):  A. Trademark Application No.(s) <u>76434868; 76465960; 76434873; 76438291; 78174616</u></p>	<p>B. Trademark Registration No.(s) <u>2758084; 2147466; 2471100; 2747658; 2167162; 2147466</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:  Name: <u>Jeffrey A. Smith</u>  Internal Address: <u>Suite 1400</u>  <u>Millen, White, Zelano &amp; Branigan, P.C.</u>  Street Address: <u>2200 Clarendon Boulevard</u>  City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22201</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">25</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>640.00</u>  <input checked="" type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p>
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**DO NOT USE THIS SPACE**

<p>9. Signature.  <u>Jeffrey A. Smith</u>  Name of Person Signing</p>	<p>  Signature</p> <p>January <u>13</u>, 2004  Date</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">10</span></p>
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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/15/2004 LMUELLER 00000189 76434868

01 FC:8521 40.00 DP  
02 FC:8522 600.00 DP

**ADDITIONAL ATTACHED APPLICATION NUMBERS AND  
REGISTRATION NUMBERS**

**4(a) – 76281849; 75981202; 76459124; 75832477; 75832476; 76434872; 76434871;  
75832168; 76435992; 76442294**

**4(b) – 2497643; 2471099; 2562847; 2738021**

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT made the 30<sup>th</sup> day of December, 2003, between CUNARD LINE LIMITED, a company incorporated in Bermuda (Registered No. EC 26925), whose principal offices are located at 6100 Blue Lagoon Drive, Suite 400, Miami, Florida 33126, USA ("Assignor"), and SEABOURN CRUISE LINE LIMITED, a company incorporated in Bermuda, whose principal offices are located at 6100 Blue Lagoon Drive, Suite 400, Miami, Florida 33126, USA ("Assignee").

WHEREAS, Assignor is the owner of the service marks and trademarks or the applicant under applications to register the trademarks and service marks listed on Exhibit "A" hereto (the "Seabourn Marks"); and

WHEREAS, Assignee is desirous of acquiring ownership rights in the Seabourn Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT. In consideration of the sum of Ten Dollars (US\$10.00), payable on demand by Assignee to Assignor and other good and valuable consideration as set forth in the Sale and Purchase Agreement entered into by the parties and dated December 29, 2003, Assignor hereby assigns and transfer to Assignee, and Assignee does hereby accept, with full title guaranteed, to hold unto Assignee absolutely:

a) all of its right, title and interest in and to the Seabourn Marks, including all statutory and common law rights attaching to the Seabourn Marks, Assignor's rights directly and/or indirectly related to the Seabourn Marks, any rights Assignor may have obtained from use of the Seabourn Marks and the rights in and to each and every Certificate of Registration granted and the benefits under each and every application for registration filed for the Seabourn Marks throughout the world, and all of

the rights, powers, liberties and immunities attaching to the Seabourn Marks, free from all liens, charges and encumbrances;

b) pursuant to paragraph 1(a), the benefit of any registered trademark granted pursuant to an application for registration, with the intention that upon registration Assignee is entered on the Register of Trademarks as the registered proprietor of that registered trademark;

c) the right to sue for and to recover damages and other remedies in respect of any infringement of or acts of passing off in respect of the Seabourn Marks which may have occurred before the date of this Assignment;

d) the goodwill attaching to the Seabourn Marks or otherwise arising from the use of the Seabourn Marks in relation to the business of Assignor; and

e) the obligations and liabilities under each agreement between Assignor and third parties relating to any of the Seabourn Marks. Assignee hereby holds itself liable to Assignor for the faithful performance of all the covenants, conditions and obligations of Assignor under each of the said agreements. In consideration of the execution hereof by Assignor, Assignee does hereby indemnify and hold Assignor harmless from and against any and all losses, damages, costs, expenses, liability, claims, actions and causes of action which Assignor may hereafter suffer and incur, be put to, pay or lay out by reason of having assumed the obligations of Assignor under the said agreements. Assignee hereby agrees to pay and discharge forthwith on demand each and every debt, obligation or claim which shall rightfully be made, assigned or apportioned against Assignor and, otherwise, to defend such debt, obligation or claim at its own expense.

2. **ACKNOWLEDGMENT.** Assignor acknowledges and agrees that as of the date of this assignment:

(a) all intellectual property and other rights in the Seabourn Marks are the exclusive property of Assignee;

(b) Assignor shall not acquire, nor claim, any right, title or interest in or to any of the Seabourn Marks or the goodwill attaching to them by virtue of this agreement or its use of the Seabourn Marks;

(c) all goodwill arising from use of the Seabourn Marks by Assignor before, during or after the date of this assignment shall accrue and belong to Assignee, and the Assignor shall, at Assignee's request and expense, promptly execute all documents required by Assignee to confirm this; and

(d) for the purposes of determining ownership of intellectual property and other rights in the Seabourn Marks, all use of the Seabourn Marks by the Assignor shall be deemed to be use by the Assignee.

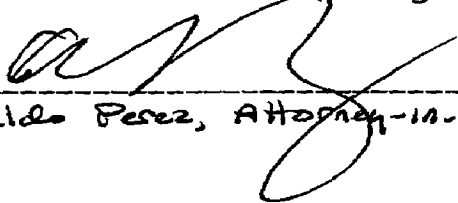
3. **FURTHER ASSURANCE.** Assignor shall, upon request by Assignee and at Assignee's expense, do and execute or arrange for the doing and executing of each necessary act, document and thing to implement this Assignment or as may be required of it by law or the registrar of a relevant trademark registry to effect the registration or recordal of the assignment of the Seabourn Marks to Assignee in each applicable jurisdiction.

4. **ASSISTANCE WITH APPLICATIONS.** Assignor shall, upon request by Assignee and at Assignee's expense, give such assistance as Assignee may reasonably request to complete the registration of the Seabourn Marks pursuant to the applications therefor.

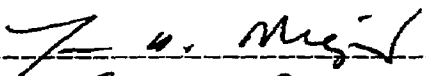
5. **GOVERNING LAW.** This Assignment is governed by and shall be construed in accordance with the laws of the United States of America, and the parties hereby submit to the non-exclusive jurisdiction of U.S. courts in relation to all matters arising out of this Assignment.

This Deed is delivered on the date written hereinabove.

CUNARD LINE LIMITED ("Assignor")

By:   
Arnaldo Perez, Attorney-in-fact

SEABOURN CRUISE LINE LIMITED  
("Assignee")

By:   
Name: ENRIQUE MIGUEZ  
Title: Attorney-in-fact

Schedule "A"

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>	
Australia	Seabourn	16,25, 39,42	814727	11-23-99	
	Seabourn & Design	16,25, 39,42	814728	11-23-99	
	Seabourn Goddess I	16,25, 39,42	819909	1-13-00	
	Seabourn Goddess II	16,25, 39,42	819910	1-13-00	
	Seabourn Legend	16,25, 39,42	819906	1-13-00	
	Seabourn Pride	16,25, 39,42	819908	1-13-00	
	Seabourn Spirit	16,25, 39,42	819907	1-13-00	
	Seabourn Sun	16,25, 39,42	819905	1-13-00	
	Community Register	Seabourn	16,39, 41,43	2839678	9-4-02
		The Yachts of Seabourn & Shield Design	16,39, 41,43	2847309	9-9-02

Schedule "A"

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<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>
Monaco	Seabourn	16,39, 41,43	02.23333	9-6-02
	The Yachts of Seabourn & Shield Design	16,39, 41,43	02/23334	9-12-02
Norway	Seabourn	39,42	144070	2-14-91
	Seabourn Cruise Line & Design	39,41	140148	1-18-90
	Shield Design	39,42	139.635	12-14-89



Schedule "A"

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<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>
U.S.A.	Caviar in the Surf	43	76/434,868	7-26-02
	Club Herald	16	2758084	9-2-03
	Dress Circle & Design	41	76/465,960	11-1-02
	Exclusively Seabourn & Design	39,41,43	76/434,873	7-26-02
	Massage Moments*	44	76/438291	8-6-02
	Personal Valet Luggage Service	35,39	78/174616	1-15-02
	Sea Goddess	16,39	76/281849	7-9-01
	Seabourn & Shield in Box Design**	39,43	2147466	3-31-98
	Seabourn Club	39	2,471,100	7-24-01
	Seabourn.com	35	75/981202	12-2-99
	Seabourn.com	39	2747658	8-5-2003
	Seabourn Cruise Line	39	2167162	6-23-98
	Seabourn Cruise Line & Design	39	2147466	3-31-98
	Seabourn Fast Forward & Design	16,41	76/459124	10-9-02
	Seabourn Goddess I	39	75/832477	10-27-99

Schedule "A"

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Application or Registration No.</u>	<u>Application or Registration Date</u>
U.S.A.	Seabourn Goddess II	39	75/832476	10-27-99
	Seabourn Legend	39	2497643	10-16-01
	Seabourn Pride	39	2,471,099	7-24-01
	Seabourn Shield**	36	76/434,872	7-26-02
	Seabourn Signature Delights	39,41, 43,44	76/434,871	7-26-02
	Seabourn Spirit	39	2562847	4-23-02
	Seabourn Sun	39	75/832168	10-27-99
	Shield Design**	36,39, 41,43,44	76/435992	7-29-02
	The Yachts of Seabourn & Shield Design	25	76/442294	8-19-02
	The Yachts of Seabourn. Intimate Ships. Uncompromising Luxury. & Design	16,39, 41,42	2738021	7-15-2003

\*Subject to Agreement between Assignor and Meridien S.A.

\*\*Subject to Agreement between Assignor and Blue Cross Blue Shield Association