

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | To correct assignment to remove an incorrect registration number U.S. Registration No. 2758084 and to correct assignment to remove an incorrect Conveyer citizenship of Florida recorded at Reel No. 2897 and Frame No. 0918. |

**CONVEYING PARTY DATA**

| Name                | Formerly | Execution Date | Entity Type          |
|---------------------|----------|----------------|----------------------|
| Cunard Line Limited |          | 12/30/2003     | CORPORATION: BERMUDA |

**RECEIVING PARTY DATA**

|                          |                              |
|--------------------------|------------------------------|
| <b>Name:</b>             | Seabourn Cruise Line Limited |
| <b>Street Address:</b>   | 6100 Blue Lagoon Drive       |
| <b>Internal Address:</b> | Suite 400                    |
| <b>City:</b>             | Miami                        |
| <b>State/Country:</b>    | FLORIDA                      |
| <b>Postal Code:</b>      | 33126                        |
| <b>Entity Type:</b>      | CORPORATION: BERMUDA         |

**PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 2758684 | CLUB HERALD |

**CORRESPONDENCE DATA**

Fax Number: (703)243-6410  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 7034655355  
 Email: smithj@mwzb.com  
 Correspondent Name: Jeffrey A. Smith  
 Address Line 1: 2200 Clarendon Boulevard  
 Address Line 2: Suite 1400  
 Address Line 4: Arlington, VIRGINIA 22201

|                           |                  |
|---------------------------|------------------|
| <b>NAME OF SUBMITTER:</b> | Jeffrey A. Smith |
| <b>Signature:</b>         | /jas/            |

CH \$40.00 2758684

Date:

01/05/2005

**Total Attachments: 14**

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102652978

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

1. Name of conveying party(ies):  
Cunard Line Limited *2-13-04*

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Seabourn Cruise Line Limited  
Internal Address: Suite 400  
Street Address: 6100 Blue Lagoon Drive  
City: Miami State: FL Zip: 33126

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Bermuda  
 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: 12/30/2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) 76434868; 76465960;  
76434873; 76438291; 78174616

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s) 2758084; 2147466;  
2471100; 2747658; 2167162; 2147466

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Jeffrey A. Smith  
 Internal Address: Suite 1400  
Millen, White, Zelano & Branigan, P.C.  
 Street Address: 2200 Clarendon Boulevard  
 City: Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....\$ 640.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
Jeffrey A. Smith                      *Jeffrey Smith*                      January 13, 2004  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 10

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 500.00 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.

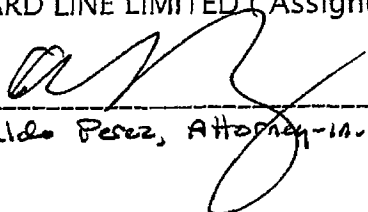
3. FURTHER ASSURANCE. Assignor shall, upon request by Assignee and at Assignee's expense, do and execute or arrange for the doing and executing of each necessary act, document and thing to implement this Assignment or as may be required of it by law or the registrar of a relevant trademark registry to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

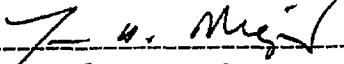
5. GOVERNING LAW. This Assignment is governed by and shall be construed in accordance with the laws of the United States of America, and the parties hereby submit to the non-exclusive jurisdiction of U.S. courts in relation to all matters arising out of this Assignment.

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

Schedule "A"

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

Schedule "A"

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| Country | Trademark                            |          | Application or<br>Class Registration No. | Application or<br>Registration Date |
|---------|--------------------------------------|----------|--|-------------------------------------|
| U.S.A.  | Caviar in the Surf                   | 43       | 76/434,868                               | 7-26-02                             |
|         | Club Herald                          | 16       | 2758684                                  | 9-2-03                              |
|         | Dress Circle & Design                | 41       | 76/465,960                               | 11-1-02                             |
|         | Exclusively Seabourn &<br>Design     | 39,41,43 | 76/434,873                               | 7-26-02                             |
|         | Massage Moments*                     | 44       | 76/438291                                | 8-6-02                              |
|         | Personal Valet Luggage<br>Service    | 35,39    | 78/174616                                | 1-15-02                             |
|         | Sea Goddess                          | 16,39    | 76/ 281 849                              | 7-9-01                              |
|         | Seabourn & Shield in Box<br>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 &<br>Design     | 39       | 2147466                                  | 3-31-98                             |
|         | Seabourn Fast Forward &<br>Design    | 16,41    | 76/459124                                | 10-9-02                             |
|         | Seabourn Goddess I                   | 39       | 75/832477                                | 10-27-99                            |

Schedule "A"

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| <u>Country</u> | <u>Trademark</u>                           | <u>Class</u>       | <u>Application or<br/>Registration No.</u> | <u>Application or<br/>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,<br>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,<br>41,43,44 | 76/435992                                  | 7-29-02                                     |
|                | The Yachts of Seabourn &<br>Shield Design  | 25                 | 76/442294                                  | 8-19-02                                     |
|                | The Yachts of Seabourn.<br>Intimate Ships. |                    |  |   |
|                | Uncompromising Luxury.<br>& Design         | 16,39,<br>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