

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																								
<b>CONVEYING PARTY DATA</b>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="padding: 5px;">Name</th> <th style="padding: 5px;">Formerly</th> <th style="padding: 5px;">Execution Date</th> <th style="padding: 5px;">Entity Type</th> </tr> <tr> <td style="padding: 5px;">Princess Tours Limited</td> <td style="padding: 5px;"></td> <td style="padding: 5px;">05/27/2005</td> <td style="padding: 5px;">CORPORATION: UNITED KINGDOM</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Princess Tours Limited		05/27/2005	CORPORATION: UNITED KINGDOM																	
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<b>RECEIVING PARTY DATA</b>																									
Name:	CARNIVAL PLC																								
Street Address:	Carnival House, 5 Gainsford Street																								
City:	London																								
State/Country:	UNITED KINGDOM																								
Postal Code:	SE1 2NE																								
Entity Type:	CORPORATION: UNITED KINGDOM																								
<b>PROPERTY NUMBERS Total: 7</b>																									
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Registration Number:	1362487	SEA PRINCESS																							
<b>CORRESPONDENCE DATA</b>																									
Fax Number:	(661)753-1560																								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																									
Phone:	(661) 753-1555																								
Email:	rmorales@princesscruises.com																								
Correspondent Name:	Roni Morales c/o Princess Cruises																								
Address Line 1:	24305 Town Center Drive																								

OP \$190.00 1362488

900034336

**TRADEMARK**  
**REEL: 003178 FRAME: 0060**

Address Line 2: Legal Dept.  
Address Line 4: Santa Clarita, CALIFORNIA 91355

**DOMESTIC REPRESENTATIVE**

Name: Roni Morales c/o Princess Cruises  
Address Line 1: 24305 Town Center Drive  
Address Line 2: Legal Dept.  
Address Line 4: Santa Clarita, CALIFORNIA 91355

NAME OF SUBMITTER:	Roni Morales
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Signature:	/rlm24305/
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Date:	10/19/2005
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Total Attachments: 9  
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27 May 2005

PRINCESS TOURS LIMITED

CARNIVAL PLC

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ASSIGNMENT  
of Intellectual Property Rights of  
PRINCESS TOURS LIMITED

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**ASSIGNMENT** made on 27 May 2005

**BETWEEN**

- (1) **PRINCESS TOURS LIMITED** whose registered office is at Carnival House, 5 Gainsford Street, London SE1 2NE (the *Assignor*); and
- (2) **CARNIVAL PLC** whose registered office is at Carnival House, 5 Gainsford Street, London SE1 2NE (the *Assignee*).

**WHEREAS**

(A) The Assignor is the owner of the IPR (as defined below).

(B) Pursuant to an Asset Sale and Purchase Agreement between the parties dated on or about 27 May 2005, the Assignor agreed to sell certain assets to the Assignee (including the IPR), with effect from the Transfer Date.

(C) The Assignor now wishes to assign the IPR to the Assignee on the terms of this Agreement.

**IT IS AGREED** as follows:

**1. DEFINITIONS**

Words and expressions used in this Assignment shall have the following meanings, unless the context requires otherwise:

*Asset Sale and Purchase Agreement* means the agreement between the Assignor and the Assignee entered into on or about 27 May 2005 and relating to the sale and purchase of certain assets of the Assignor;

*French IPR* means those Intellectual Property Rights referred to in Part 3 of Appendix 1;

*French IPR Assignment* means the assignment substantially in the form set out in Appendix 3;

*Intellectual Property Rights* means patents, trade marks, service marks, logos, get-up, trade names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semiconductor topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world;

*IPR* means those Intellectual Property Rights described in Appendix 1;

*Italian IPR* means those Intellectual Property Rights referred to in Part 2 of Appendix 1;

*Italian IPR Assignment* means the assignment substantially in the form set out in Appendix 2; and

*Transfer Date* means 28 May 2005;

1.1 In this Assignment, unless the context otherwise requires:

- (a) references to *persons* include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the headings are inserted for convenience only and do not affect the construction of this Assignment;
- (c) references to one gender include all genders; and
- (d) any references to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted.

## **2. ASSIGNMENT**

2.1 In consideration of the payment of \$1 and other good and valuable consideration (the receipt of which is hereby acknowledged), the Assignor assigns to the Assignee, with full title guarantee, all its right, title and interest in and including:

- (a) goodwill and statutory and common law rights attaching to the IPR (other than the IPR listed in Parts 2 and 3 of Appendix 1); and
- (b) the right to sue for damages and other remedies for infringement or misuse of the IPR (other than the IPR listed in Parts 2 and 3 of Appendix 1) which may have occurred prior to the date of this Assignment and to retain those damages.

2.2 In consideration of the payment of \$1 and other good and valuable consideration (the receipt of which is hereby acknowledged), the parties each agree to execute, and deliver counterparts of, the Italian IPR Assignment to affect the assignment of the Italian IPR to the Assignee.

2.3 In consideration of the payment of \$1 and other good and valuable consideration (the receipt of which is hereby acknowledged), the parties each agree to execute, and deliver counterparts of, the French IPR Assignment to affect the assignment of the French IPR to the Assignee.

## **3. WARRANTIES**

3.1 The Assignor warrants that:

- (a) it owns all of the rights and interests in, and has title to, the IPR and has the right to assign the IPR to the Assignee; and

- (b) the IPR is not the subject of any encumbrance, pledge, lien or other security interest or any assignment, equity, option, right of pre-emption, royalty, factoring arrangement, leasing or hiring agreement, hire purchase agreement, conditional sale or credit sale agreement, agreement for payment on deferred terms or any similar agreement or arrangement (or any agreement or obligation, including a conditional obligation, to create or enter into any of the foregoing).

3.2 With the sole exception of the warranties in clause 3.1, nothing in this Assignment shall be construed as a warranty or representation by the Assignor that any of the IPR is valid or enforceable. The Assignee acknowledges that in entering into this Assignment, it does not do so on the basis of or rely on any representation, warranty or other provision except as expressly provided in clause 6 of the Asset Sale and Purchase Agreement and accordingly all other conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

#### **4. FURTHER ASSURANCE**

4.1 The Assignor shall, at the Assignee's cost, perform (and procure the performance of) all further acts and things and execute and deliver (and procure the execution and delivery of) all further documents which may be required of it by law or the registrar of a relevant trade mark registry or which may reasonably be required by the Assignee to transfer the full benefit of the right, title and interest in the IPR to the Assignee or to effect the registration or recordal of the assignment of the IPR to the Assignee, and the changeover of any relevant domain name server, in each applicable jurisdiction. Without limitation, such further acts and things shall include taking steps to take into any earlier assignments by which the Assignor, its subsidiary or agent (as the case may be) came to own rights in the relevant IPR assigned in accordance with clause 2.1, where the earlier assignment has not yet been reflected on the relevant register.

4.2 From the Transfer Date, the Assignee shall be responsible for paying all applicable application, filing, registration, renewal and other fees associated with the IPR as they fall due.

4.3 The Assignor shall, at its own cost:

- (a) pending formal registration or recordal of the assignment of the IPR to the Assignee, ensure that copies of all correspondence which it or its agents receive (including any renewal advice or other notification received from any relevant registry) in relation to the Intellectual Property Rights are promptly delivered to the Assignee, marked for the attention of the Company Secretary or any other person which the Assignee notifies to the Assignor from time to time;
- (b) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the IPR (including, without limit, producing, in the appropriate form, any evidence of its use of the IPR);

- (c) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, without limit and if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee); and
- (d) deliver to the Assignee (or the Assignee's nominated representative) as soon as reasonably practicable after the Transfer Date any relevant deeds, documents of title, certificates and other files and records (including those of its agents) relating to the registration of the IPR.

## **5. WAIVERS**

No failure or delay by either party in exercising any right or remedy provided by law under or pursuant to this Assignment shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

## **6. NOTICES**

6.1 A notice, approval, consent or other communication in connection with this Assignment may be in writing and if so, sent to the registered office address of the addressee (as shown at the commencement of this Assignment).

6.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.

6.3 A letter or facsimile is taken to be received:

- (a) in the case of a posted letter, on the third day after posting; and
- (b) in the case of facsimile, on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient.

## **7. SEVERABILITY**

If any provision of this Assignment is held to be invalid or unenforceable, then the provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Assignment but without invalidating any of the remaining provisions of this Assignment. The parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.



## **8. VARIATION**

No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the parties to it. The expression "variation" shall include any variation, supplement, deletion or replacement however effected.

## **9. ENTIRE AGREEMENT**

9.1 This Assignment, together with the Asset Sale and Purchase Agreement, set out the entire agreement and understanding between the parties in respect of assignment of the IPR. It is agreed that:

- (a) neither party has entered into this Assignment in reliance upon any representation, warranty or undertaking of any other party which is not expressly set out or referred to in this Assignment or the Asset Sale and Purchase Agreement;
- (b) the Assignee may claim in contract for breach of warranty under this Assignment but shall have no claim or remedy under this Assignment in respect of misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, this Assignment) or untrue statement made by the Assignor.

9.2 This clause shall not exclude any liability for, or remedy in respect of fraud or fraudulent misrepresentation.

## **10. COUNTERPARTS**

This Assignment may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which is an original but all of which together constitute one and the same instrument.

## **11. NO RIGHTS UNDER CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Assignment shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **12. GOVERNING LAW AND JURISDICTION**

12.1 This Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of England and Wales.

12.2 Each of the parties agrees that the courts of England are to have exclusive jurisdiction to settle any disputes (including claims for set-off and counterclaims) which may arise in connection with the creation, validity, effect, interpretation or performance of, or the legal relationships established by, this Assignment or otherwise arising in connection with this Assignment, and for such purposes irrevocably submits to the jurisdiction of the English courts.

**IN WITNESS WHEREOF** this Assignment has been signed by the authorised representatives of the parties on the day and year first written above.

20

Edward T.

**APPENDIX 1 - REGISTERED IPR****PART 1****UNITED STATES**

<b>Mark</b>	<b>Reg. No.</b>
Island Princess	1362488
Pacific Princess	1361054
Princess Cruises	0895711
Princess Cruises & Logo	0895712
Princess Tours	1078605
Royal Princess	1343381
Sea Princess	1362487

**CANADA**

<b>Mark</b>	<b>Reg. No.</b>
Seawitch design	TMA328631

**UNITED KINGDOM**

<b>Mark</b>	<b>Reg. No</b>
CROWN PRINCESS	1430105
DAWN PRINCESS	1430673
FAIR PRINCESS	1430675
GOLDEN PRINCESS	1532186
ISLAND PRINCESS	1274999
PACIFIC PRINCESS	1275003
PRINCESS	1430208
PRINCESS CRUISES	1275004