

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delta Queen Steamboat Company, Inc.		04/25/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ambassadors Cruise Group, LLC
Street Address:	1071 Camelback Street
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1532074	DELTA QUEEN
Registration Number:	1895041	DELTA QUEEN
Registration Number:	2575978	DELTA QUEEN
Registration Number:	0983546	DELTA QUEEN
Registration Number:	2043928	FRONT PORCH OF AMERICA
Registration Number:	2166296	GARDENS OF THE RIVER VACATIONS
Registration Number:	2794245	LIVE THE LEGEND!
Registration Number:	2246917	MARK TWAIN VACATIONS
Registration Number:	1561000	MISSISSIPPI QUEEN
Registration Number:	1897494	MISSISSIPPI QUEEN
Registration Number:	1902627	MISSISSIPPI QUEEN
Registration Number:	1050954	MISSISSIPPI QUEEN
Registration Number:	1533222	

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Registration Number:	1505375	STEAMBOATIN'
Registration Number:	1536459	STEAMBOATIN'
Registration Number:	1888453	STEAMBOATIN'
Registration Number:	1894050	STEAMBOATIN'
Registration Number:	2017094	STEAMBOATIQUE
Registration Number:	1428832	THE GREAT STEAMBOAT RACE
Registration Number:	2171700	THE GREATEST STEAMBOAT THE WORLD HAS EVER KNOWN
Registration Number:	1920365	THE PADDLEWHEEL STEAMBOATIN' SOCIETY OF AMERICA
Registration Number:	1951681	AMERICAN QUEEN
Registration Number:	1953532	AMERICAN QUEEN
Registration Number:	1953533	AMERICAN QUEEN
Registration Number:	1953534	AMERICAN QUEEN
Registration Number:	1960672	AMERICAN QUEEN
Registration Number:	2559312	RIVERLORIAN

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	037837-0011
NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	05/31/2006

Total Attachments: 6
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ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARKS is made this 25th day of April, 2006, by and between DELTA QUEEN STEAMBOAT COMPANY, INC., a Delaware corporation ("DQSC"), and AMBASSADORS CRUISE GROUP, LLC, a Delaware limited liability company ("ACG").

WHEREAS, DQSC and its subsidiaries and ACG entered into that certain Asset Purchase Agreement, dated as of April 6, 2006 (the "Purchase Agreement"), pursuant to which DQSC agreed to transfer and assign, and ACG agreed to purchase and accept from DQSC, the "Acquired Assets" as defined in the Purchase Agreement; and

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

WHEREAS, ACG desires to acquire the entire right, title and interest in and to the Marks and registrations 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 ACG.

NOW, THEREFORE, for good and valuable consideration paid by ACG 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 ACG, and ACG does hereby accept and assume, the entire right, title and interest throughout the world in and to the Marks together with all registrations 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 ACG as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of ACG, 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 ACG and without further consideration, DQSC shall execute all papers, instruments, documents and agreements, make all rightful oaths, testify on behalf of ACG 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 materials, information or assistance as reasonably may be necessary to carry out the intent of this Assignment and Assumption of Trademarks (provided, in each case, that such action does not require DQSC to incur any material out-of-pocket expenses). DQSC hereby constitutes and appoints ACG 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 ACG, 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 New York, 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 ACG, 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.

DELTA QUEEN STEAMBOAT COMPANY, INC.

AMBASSADORS CRUISE GROUP, LLC

By: [Signature]

By: [Signature]

Name: Bruce Nierenberg

Name: Brian R. Schaeffgen

Title: President

Title: Chief Financial Officer

Date: 4-22-06

Date: 4/24/06

STATE OF LOUISIANA)

STATE OF _____)

COUNTY OF ORLEANS)

COUNTY OF _____)

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this 22 day of April, 2006, by Bruce Nierenberg, who, being duly sworn, did say that he is the President of Delta Queen Steamboat Company, Inc., a Delaware corporation, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

The foregoing Assignment and Assumption of Trademarks was acknowledged before me this _____ day of _____, 2006, by _____ who, being duly sworn, did say that s/he is the _____ of Ambassadors Cruise Group, LLC, a Delaware limited liability company, and has executed this Assignment and Assumption of Trademarks on behalf of such corporation.

[Signature]

See attachment

Notary Public
My commission expires:

Notary Public
My commission expires:

ROBERT T. LEMON, II
NOTARY PUBLIC
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE
La. State Bar Roll No. 08312

JURAT

State of California

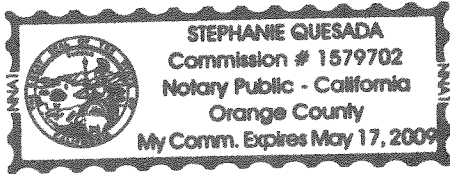
County of Orange

Subscribed and sworn to (or affirmed) before me on

this 24th day of April, 2006,

by Brian Schaefer

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(seal)

Signature Stephanie Guesada

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>
DELTA QUEEN	1,532,074
DELTA QUEEN	1,895,041
DELTA QUEEN	2,575,978
DELTA QUEEN and Design	983,546
FRONT PORCH OF AMERICA	2,043,928
GARDENS OF THE RIVER VACATIONS	2,166,296
LIVE THE LEGEND!	2,794,245
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
RIVERBOAT DESIGN	1,533,222
STEAMBOATIN'	1,505,375
STEAMBOATIN'	1,536,459
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

Trademark

**Registration
Number**

RIVERLORIAN	2,559,312
Big Band vacations	Unregistered
Delta Queen's Adventure America Vacations	Unregistered
Delta Queen's Family Riverventures	Unregistered
Spring Pilgrimage vacations	Unregistered
Old-Fashioned Holidays vacations	Unregistered
Fall Foliage vacations	Unregistered
America's Steamboat	Unregistered
Fulfillment of Mark Twain's Dreams	Unregistered