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### Electronic Version v1.1

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type				
Cunard Line Limited		01/01/2005	CORPORATION: BERMUDA				

#### RECEIVING PARTY DATA

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

#### PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2360361	ADVANCING CIVILIZATION SINCE 1840
Registration Number:	0964891	
Registration Number:	1940084	BRITANNIA
Serial Number:	78338408	C C R E W CUNARD'S KIDS PROGRAM
Registration Number:	2499362	CARONIA
Registration Number:	2476255	CARONIA
Registration Number:	2340573	CARONIA
Registration Number:	1940083	CARONIA
Registration Number:	2724956	CONNOISSEUR COLLECTION
Serial Number:	78382814	CUNARD
Registration Number:	2131974	CUNARD
Registration Number:	1487964	CUNARD
Registration Number:	0927552	CUNARD
Registration Number:	2900746	CUNARD CONNEXIONS
		TDADEMARK

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REEL: 003366 FRAME: 0142

Registration Number:	2052553	
Registration Number:	1840930	CUNARD
Registration Number:	1866446	
Registration Number:	1787084	
Registration Number:	1646305	CUNARD
Registration Number:	2416711	
Registration Number:	1996709	CUNARD QUEEN ELIZABETH 2
Registration Number:	2733613	CUNARD WHITE STAR
Serial Number:	75569105	CUNARD WHITE STAR SERVICE
Registration Number:	2375492	CUNARD WORLD CLUB
Registration Number:	1634995	CUNARD-CARE
Registration Number:	2822309	ILLUMINATIONS
Registration Number:	1950180	MAURETANIA
Registration Number:	2490000	ON TOP OF THE WORLD AT SEA LEVEL
Registration Number:	1435958	QE2
Registration Number:	1502965	QE2
Serial Number:	78976888	QUEEN ELIZABETH 2
Registration Number:	2867020	QM2
Registration Number:	2961553	QM2
Registration Number:	2848873	QM2
Serial Number:	78443794	QUEEN ELIZABETH 2
Registration Number:	1501896	QUEEN ELIZABETH 2
Registration Number:	1505200	QUEEN ELIZABETH 2
Serial Number:	78367153	QUEEN MARY 2
Registration Number:	2891488	QUEEN MARY 2
Registration Number:	3077857	QUEEN MARY 2
Serial Number:	78235905	QUEEN VICTORIA
Serial Number:	78235914	QV
Registration Number:	0972091	ROYAL VIKING
Registration Number:	1506589	THE GIFT OF CRUISING
Registration Number:	1568847	VISTAFJORD
Serial Number:	75570017	WHITE STAR
	1 001 0011	
Registration Number:	2622550	WHITE STAR
Registration Number: Registration Number:	1	WHITE STAR WHITE STAR

Registration Number:	2403330											
CORRESPONDENCE DATA												
Fax Number: (703)243-6410  Correspondence will be sent via US Mail when the fax attempt is unsuccessful.  Phone: (703) 465-5355  Email: smithj@mwzb.com  Correspondent Name: Jeffrey Smith, Esq. of Millen White, PC												
Address Line 1: 2 Address Line 2: 3	2200 Clarendon Suite 1400 Arlington, VIRG	Boulevard										
ATTORNEY DOCKET NUME	BER:	CUNA-0206-X										
DOMESTIC REPRESENTAT	IVE											
Address Line 1: 2200 C Address Line 2: Suite 1	Clarendon Boule											
NAME OF SUBMITTER:		Jeffrey A. Smith										
Signature:		/jas/										
Date:		08/09/2006										
Total Attachments: 10 source=Cunard - Carnival plc US TM Assignment#page1.tif source=Cunard - Carnival plc US TM Assignment#page2.tif source=Cunard - Carnival plc US TM Assignment#page3.tif source=Cunard - Carnival plc US TM Assignment#page4.tif source=Cunard - Carnival plc US TM Assignment#page5.tif source=Cunard - Carnival plc US TM Assignment#page6.tif source=Cunard - Carnival plc US TM Assignment#page7.tif source=Cunard - Carnival plc US TM Assignment#page8.tif source=Cunard - Carnival plc US TM Assignment#page9.tif source=Cunard - Carnival plc US TM Assignment#page9.tif												

#### 21 December 2004

#### **CUNARD LINE LIMITED**

#### CARNIVAL PLC

#### **BUSINESS IPR ASSIGNMENT**

FRESHFIELDS BRUCKHAUS DERINGER

111304042

#### ASSIGNMENT made on 21 December 2004

#### BETWEEN

- (1) CUNARD LINE LIMITED whose registered office is at Clarendon House, 2 Church Street, Hamilton, Bermuda (the Assignor); and
- (2) CARNIVAL PLC whose registered office is at Carnival House, 5 Gainsford Street, London SEI 2NE (the *Assignee*).

#### WHEREAS

- (A) The Assignor is the owner of the Business IPR (as defined below).
- (B) Pursuant to a Sale and Purchase Agreement between the parties dated on or about 21 December 2004, the Assignor agreed to transfer certain assets to the Assignee, including the Business IPR, with effect from the Transfer Date.
- (C) The Assignor now wishes to assign the Business IPR to the Assignee on the terms of this Agreement.

#### IT IS AGREED as follows:

#### 1. DEFINITIONS

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

Business means all the business and operations carried on anywhere in the world by the Vendor except for its Australian business;

Business Agreement means the agreement between the Assignor and the Assignee entered into on or about 21 December 2004 and relating to the sale and purchase of the business and assets of the Assignor to the Assignee except for the Assignor's Australian business and assets.

Business IPR means all Intellectual Property Rights which are owned by the Vendor and which are used in connection with the Business, together with any goodwill relating to those Intellectual Property Rights, including the Trade Marks and the Domain Names;

Domain Names means the internet domain names set out in Part B of Appendix 1;

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;

LD750466/2

*Trade Marks* means the trade marks and trade mark applications set out in Part A of Appendix 1; and

Transfer Date means 12.01 am on 1 January 2005;

- 1.2 In this Assignment, unless the context otherwise requires:
- (a) references to persons include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;
- (b) the heads 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

In consideration of the payment of £1 and other good and valuable consideration (the receipt of which is hereby acknowledged), the Assignor assigns, and shall procure that any subsidiary or agent in whose name a Domain Name is registered 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 Business IPR; and
- (b) the right to sue for damages and other remedies for infringement or misuse of the Business IPR which may have occurred prior to the date of this Assignment and to retain those damages.

#### 3. WARRANTIES

- 3.1 The Assignor warrants that:
- (a) it owns all of the rights and interests in, and has title to, the Business IPR and has the right to assign the Business IPR to the Assignee; and
- (b) the Business 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

Page 2

any of the Business 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 7 of the Business 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.

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#### 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 Business IPR to the Assignee or to effect the registration or recordal of the assignment of the Business 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 Business 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 Business IPR as they fall due.
- 4.3 The Assignor shall, at its own cost:

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- (a) pending formal registration or recordal of the assignment of the Business 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 Trade Marks (including, without limit, producing, in the appropriate form, any evidence of its use of the Trade Marks);
- (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

Page 3

title, certificates and other files and records (including those of its agents) relating to the registration of the Business IPR.

#### 5. VAT

The amounts payable by the Assignee under this Assignment are exclusive of all Value Added Tax and other sales duties and taxes which (if applicable) shall be paid in addition by the Assignee at the prevailing rate, subject to the Assignor providing an appropriate VAT or tax invoice.

#### 6. 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.

#### 7. NOTICES

- 7.1 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).
- 7.2 A notice, approval, consent or other communication takes effect from the time it is received unless a later time is specified in it.
- 7.3 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.

#### 8. 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.

#### 9. VARIATION

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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.

#### 10. ENTIRE AGREEMENT

- 10.1 This Assignment, together with the Business Agreement, set out the entire agreement and understanding between the parties in respect of the sale and purchase of the Business. 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 UK Business 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.
- 10.2 This clause shall not exclude any liability for, or remedy in respect of fraud or fraudulent misrepresentation.

#### 11. 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.

## 12. 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.

#### 13. GOVERNING LAW AND JURISDICTION

- 13.1 This Assignment and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of England and Wales.
- 13.2 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.

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

SIGNED by Anthony H. Kaufman on behalf of CUNARD LINE LIMITED

ATTORNEY-IN- FACT

SIGNED by Peter Rocteliffe on behalf of CARNIVAL PLC

Pela Rahlll

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# APPENDIX I - TRADE MARKS

Part A - US Trade marks

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Application/Reg. No./Date	2360361/6-20-00	0964891/7-24-73	1940084/12-5-95	78338408/12-9-03	070011-0/034011-000	2476255/8-7-01	2340573/4-11-00	1940083/12-5-95	10-01-9/9508626		78382814/3-11-04	2131974/1-27-98	1487964/5-10-88	0927552/1-18-72	2000746/11-2-04		2052553/4-15-97	and the second s	1840930/6-21-94		1866446/12-6-94		1/8/084/8-10-75
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**RECORDED: 08/09/2006** 

**TRADEMARK** 

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