

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCL Corporation Ltd.		12/01/2006	COMPANY: BERMUDA

RECEIVING PARTY DATA	
Name:	Ocean World Limited
Street Address:	Canon's Court, 22 Victoria Street
City:	Hamilton HM 12
State/Country:	BERMUDA
Entity Type:	COMPANY: BERMUDA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	1869117	ORIENT LINES
Registration Number:	3109336	ORIENT LINES
Registration Number:	2919172	MARCO POLO
Serial Number:	76439622	POLO CLUB

CORRESPONDENCE DATA	
Fax Number:	(202)659-1559
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 659-6924
Email:	nmeyer@dickinsonwright.com
Correspondent Name:	Nicole M. Meyer
Address Line 1:	1901 L Street, NW, Suite 800
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	71048-0001
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DOMESTIC REPRESENTATIVE	
Name:	Dickinson Wright

CH \$115.00 1869117

Address Line 1: 1901 L Street, NW, Suite 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Nicole M. Meyer
Signature:	/Nicole M. Meyer/
Date:	07/17/2007

Total Attachments: 3
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ASSIGNMENT

WHEREAS, NCL Corporation Ltd. (hereinafter "**Seller**"), a Bermuda company having a registered office at Milner House, 18 Parliament Street, Hamilton HM 12 Bermuda and a place of business at 7665 Corporate Center Drive, Miami, Florida 33126, owns the Orient Lines tradename and various tradenames and domain names related to that business, as well as the following service marks, said marks being the subject of the following federal registrations/applications in the United States Patent and Trademark Office:

Service Mark:	ORIENT LINES
U.S. Registration No.:	1,869,117
Issued:	December 20, 1994

Service Mark:	ORIENT LINES
U.S. Registration No.:	3,109,336
Issued:	June 27, 2006

Service Mark:	MARCO POLO
U.S. Registration No.:	2,919,172
Issued:	January 18, 2005

Service Mark:	POLO CLUB
U.S. Application No.:	76/439,622
Filed:	August 9, 2002

WHEREAS, Ocean World Limited (hereinafter "**Buyer**"), a Bermuda company having its registered address at Canon's Court, 22 Victoria Street, Hamilton HM 12, Bermuda and its place of business and mailing address at Pulau Indah, 42009 Pelabuhan Klang, Selangor Darul Ehsan, Malaysia, having acquired on December 1, 2006 all rights, title and interest in and to the Orient Lines tradename and tradenames and domain names

related to that business, as well as the above-referenced service marks, together with the goodwill of the business symbolized thereby in the United States and elsewhere, and the federal registrations and applications therefore;

NOW, THEREFORE, for good and valuable consideration in the amount of USD 16,000,000 (USD 16 million)(the "**Purchase Sum**") paid by Buyer, the receipt of which is hereby expressly acknowledged by Seller, Seller has assigned, transferred and conveyed, and does hereby assign, transfer and convey, *nunc pro tunc*, as of December 1, 2006, to Buyer all rights, title and interest in and to the Orient Lines tradename and tradenames and domain names related thereto, as well as the service marks ORIENT LINES, MARCO POLO and POLO CLUB, the federal registrations and applications therefore (i.e., Reg. Nos.: 1,869,117; 3,109,336; 2,919,172; and 76/439,622), and the goodwill of the business associated with and symbolized thereby. Seller also assigns to Buyer all rights to sue for and receive all damages occurring from past infringements of the aforesaid service marks.

Seller warrants that it had and has good and valid title to the above-noted tradenames, domain names, service marks and registrations/applications therefor and that there were and are no licenses, encumbrances, or third party agreements, either written or implied, or any pending or threatened disputes in the courts or the U.S. Patent and Trademark Office relating to the ownership of such tradenames, service marks or registrations/applications therefor. Seller further warrants that Seller shall execute all documents on behalf of Buyer, take whatever necessary steps as well as provide such other material, information, or assistance as may be considered necessary to any relevant party, in order to effect the Assignment and to carry out the intent and purpose of this Assignment. Any cost and expenses involved in carrying out and effecting this Assignment

shall be borne by Seller.

The Assignment shall be binding on the parties, their successors and/or assigns and all others acting by, through, with or under their direction, and all those in privy herewith.

Approved as to Form
<i>[Signature]</i>
NCL Legal Department
Approved as to Content
By: <i>[Signature]</i>

NCL CORPORATION LTD.

Date: July 2, 2007

By *[Signature]*

Name: Colin Veitch
Title: President and Chief Executive Officer

STATE OF FLORIDA)
)ss:
COUNTY OF MIAMI-DADE)

BEFORE me, the undersigned authority duly authorized by law to administer oaths and to take acknowledgments, personally appeared Colin Veitch who is President and Chief Executive Officer of NCL Corporation Ltd. and who is personally known to me. I hereby certify that he has read and executed the Assignment and that his signature as it appears is true and correct.

SWORN TO AND SUBSCRIBED before me this July 2, 2007.

[Signature]
NOTARY PUBLIC-STATE OF FLORIDA

My Commission expires:

