

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
American West Steamboat Company, LLC		08/11/2008	LIMITED LIABILITY COMPANY: OREGON
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: 1			
Property Type	Number	Word Mark	
Registration Number:	2538300	CRUISE INTO HISTORY	
CORRESPONDENCE DATA			
Fax Number:	(714)546-9035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-641-5100		
Email:	sgibbons@rutan.com,sbarricella@rutan.com,trademarks@rutan.com		
Correspondent Name:	Susan J. Barricella		
Address Line 1:	611 Anton Blvd., 14th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	025880.0061T.2392		
NAME OF SUBMITTER:	Susan J. Barricella		
Signature:	/Susan J. Barricella/		
Date:	08/11/2008		

CH \$40.00 2538300

Total Attachments: 2

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ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is entered into this 30th day of July, 2008, by and between American West Steamboat Company, LLC ("Assignor"), an Oregon limited liability company having its principal place of business at 830 NW 19th Avenue, Portland, OR 97209, and Ambassadors Cruise Group, LLC ("Assignee"), a Delaware limited liability company having its principal place of business at 1071 Camelback Street, Newport Beach, CA 92660.

WHEREAS, Assignor owns the entire right, title and interest in and to U.S. Trademark Registration No. 2538300 (the "Registration") for the mark CRUISE INTO HISTORY (the "Trademark"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Trademark, together with its corresponding Registration and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Assignor hereby transfers, assigns, sets over and conveys to Assignee, the entire right, title and interest in and to the Trademark and the Registration as the successor to that portion of Assignor's business to which the Trademark pertains, along with all goodwill associated therewith.

2. Assignor hereby authorizes and requests that the U.S. Commissioner for Trademarks record Assignee as the owner of the Application.

3. This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

4. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Assignment Agreement to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR

American West Steamboat Company LLC

By: _____

Name: Joseph McCarthy

Title: Vice President

ASSIGNEE

Ambassadors Cruise Group, LLC

By: _____

Name: Joseph McCarthy

Title: Vice President