

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ambassadors International, Inc.		03/23/2010	CORPORATION: DELAWARE
Windstar Sail Cruises Limited		03/23/2010	CORPORATION: BAHAMAS
Ambassadors Cruise Group, LLC		03/23/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Law Debenture Trust Company of New York		
Street Address:	400 Madison Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Purpose Trust Company: NEW YORK		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	1652630	180 DEGREES FROM ORDINARY	
Registration Number:	1653916	180° FROM ORDINARY	
Registration Number:	3162404	DEGREES OF DIFFERENCE	
Registration Number:	1699455		
Registration Number:	1927398	FOREMAST	
Registration Number:	1916856		
Registration Number:	1425182	WINDSTAR	
Registration Number:	1920365	THE PADDLEWHEEL STEAMBOATIN' SOCIETY OF AMERICA	
Registration Number:	1532074	DELTA QUEEN	
Registration Number:	2575978	DELTA QUEEN	
Registration Number:	1902627	MISSISSIPPI QUEEN	
Registration Number:	1895041	DELTA QUEEN	

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TRADEMARK
 REEL: 004177 FRAME: 0370

Registration Number:	1897494	MISSISSIPPI QUEEN
Registration Number:	2794245	LIVE THE LEGEND!
Registration Number:	1960672	AMERICAN QUEEN
Registration Number:	3503143	MAJESTIC AMERICA LINE
Registration Number:	2017094	STEAMBOATIQUE
Registration Number:	1953534	AMERICAN QUEEN
Registration Number:	1050954	MISSISSIPPI QUEEN
Registration Number:	3523371	MISSISSIPPI QUEEN
Registration Number:	1951681	AMERICAN QUEEN
Registration Number:	1953532	AMERICAN QUEEN
Registration Number:	1953533	AMERICAN QUEEN
Registration Number:	1888453	STEAMBOATIN'
Registration Number:	1894050	STEAMBOATIN'
Registration Number:	1505375	STEAMBOATIN'
Registration Number:	1428832	THE GREAT STEAMBOAT RACE
Registration Number:	3389474	
Registration Number:	0983546	DELTA QUEEN
Registration Number:	1743099	WINDWORDS
Registration Number:	2538300	CRUISE INTO HISTORY
Registration Number:	2854019	AMBASSADORS

CORRESPONDENCE DATA

Fax Number: (949)475-4754

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 949-451-3800

Email: skann@gibsondunn.com

Correspondent Name: Stephanie S. Kann

Address Line 1: 3161 Michelson Drive

Address Line 2: Gibson, Dunn & Crutcher LLP

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	98512-00006
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	03/31/2010

Total Attachments: 7

TRADEMARK
REEL: 004177 FRAME: 0371

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Ambassadors – Trademark Security Agreement

Trademark Security Agreement, dated as of March 23, 2010, by and among AMBASSADORS INTERNATIONAL, INC., WINDSTAR SAIL CRUISES LIMITED and AMBASSADORS CRUISE GROUP, LLC (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of Law Debenture Trust Company of New York, in its capacity as collateral agent (in such capacity and together with any successors in such capacity, the “Collateral Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement dated as of the date hereof (the “Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Lenders, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Lenders a lien on and security interest in and to all of its right, title and interest in, to and under all the following now owned or hereafter acquired Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor and Intellectual Property Licenses concerning such Trademarks listed on Schedule I attached hereto; and

(b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

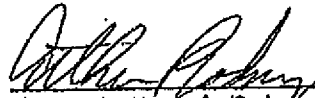
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IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMBASSADORS INTERNATIONAL, INC.,
AMBASSADORS CRUISE GROUP, LLC, and
WINDSTAR SAIL CRUISES LIMITED,
each as Guarantor and as Pledgor

By:


Name: Arthur A. Rodkey
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT

State of California
County of ORANGE

On March 10, 2010 before me, J. Cranston, Notary
(insert name and title of the officer)

personally appeared Arthur A. Rodney,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

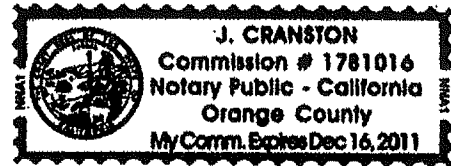
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

J. Cranston

(Seal)



TRADEMARK

REEL: 004177 FRAME: 0376

AGREED TO AND ACCEPTED:

LAW DEBENTURE TRUST COMPANY
OF NEW YORK,
as Collateral Agent

By: _____


Name: MICHAEL A. SMITH
Title: VICE PRESIDENT




[Signature Page to Trademark Security Agreement]





SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Windstar Sail Cruises Limited	1652630	180 DEGREES FROM ORDINARY
Windstar Sail Cruises Limited	1653916	180 FROM ORDINARY
Windstar Sail Cruises Limited	3162404	DEGREES OF DIFFERENCE
Windstar Sail Cruises Limited	1699455	
Windstar Sail Cruises Limited	1927398	FOREMAST
Windstar Sail Cruises Limited	1916856	
Windstar Sail Cruises Limited	1425182	WINDSTAR
Ambassadors Cruise Group, LLC	1920365	
Ambassadors Cruise Group, LLC	1532074	DELTA QUEEN
Ambassadors Cruise Group, LLC	2575978	DELTA QUEEN
Ambassadors Cruise Group, LLC	1902627	MISSISSIPPI QUEEN
Ambassadors Cruise Group, LLC	1895041	DELTA QUEEN
Ambassadors Cruise Group, LLC	1897494	MISSISSIPPI QUEEN
Ambassadors Cruise Group, LLC	2794245	LIVE THE LEGEND!
Ambassadors Cruise Group, LLC	1960672	AMERICAN QUEEN
Ambassadors Cruise Group, LLC	3503143	MAJESTIC AMERICA LINE
Ambassadors Cruise Group, LLC	2017094	STEAMBOTIQUE

OWNER	REGISTRATION NUMBER	TRADEMARK
Ambassadors Cruise Group, LLC	1953534	AMERICAN QUEEN
Ambassadors Cruise Group, LLC	1050954	
Ambassadors Cruise Group, LLC	3523371	MISSISSIPPI QUEEN
Ambassadors Cruise Group, LLC	1951681	AMERICAN QUEEN
Ambassadors Cruise Group, LLC	1953532	AMERICAN QUEEN
Ambassadors Cruise Group, LLC	1953533	AMERICAN QUEEN
Ambassadors Cruise Group, LLC	1888453	STEAMBOATIN'
Ambassadors Cruise Group, LLC	1894050	STEAMBOATIN'
Ambassadors Cruise Group, LLC	1505375	STEAMBOATIN'
Ambassadors Cruise Group, LLC	1428832	THE GREAT STEAMBOAT RACE THE WORLD HAS EVER KNOWN
Ambassadors Cruise Group, LLC	3389474	
Ambassadors Cruise Group, LLC	983546	
Windstar Sail Cruises Limited	1743099	WINDWORDS
Ambassadors Cruise Group, LLC	2538300	CRUISE INTO HISTORY
Ambassadors International, Inc.	2854019	

Trademark Applications:

None.

Trademark Intellectual Property Licenses:

None.

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