

## 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
The Cruise Professionals Limited		11/04/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	8635854 Canada Inc.		
Street Address:	130 Dundas Street East, Suite 103		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L5A 3V8		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2990835	THE CRUISE PROFESSIONALS	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2210.017.120		
DOMESTIC REPRESENTATIVE			
Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		

OP \$40.00 2990835

Address Line 2: 60 State Street  
Address Line 4: Boston, MASSACHUSETTS 02109

NAME OF SUBMITTER:	Michael J. Bevilacqua
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Signature:	/michael j. bevilacqua/
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Date:	12/03/2013
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**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT AGREEMENT**

THIS AGREEMENT is made as of the 4th day of November, 2013.

BETWEEN:

**GRANT THORNTON LIMITED** solely in its capacity as court-appointed receiver of the assets, undertakings and properties of **THE CRUISE PROFESSIONALS LIMITED** and not in its personal or corporate capacity,

(hereinafter referred to as the "Assignor"),

- and -

**8635854 CANADA INC.**,  
a corporation existing under the laws of Canada,

(hereinafter referred to as the "Assignee").

WHEREAS the Assignor was appointed as the receiver of all of the assets, undertakings and property of The Cruise Professionals Limited pursuant to an order of the Superior Court of Justice (Commercial List) dated November 4, 2013;

AND WHEREAS the Assignor and the Assignee have entered into an asset purchase agreement dated the date hereof (the "**Purchase Agreement**");

AND WHEREAS pursuant to the Purchase Agreement, the Assignor has agreed to transfer and assign all rights, title and interest in and to the trademarks and trademark registrations set forth in Schedule 1 annexed hereto (the "**Intellectual Property**"), and the goodwill and business related thereto, to the Assignee who has agreed to accept such transfer;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements of the parties herein contained and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party), the parties agree as follows:

**1.1      Capitalized Terms**

All capitalized terms used in this Agreement but not otherwise defined in this Agreement have the respective meanings given to them in the Purchase Agreement.

**1.2      Assignment**

(a) The Assignor hereby sells, assigns and transfers to the Assignee and its successors, assigns and nominees absolutely and forever, the entire right, title and interest in and

to the Intellectual Property. The foregoing Intellectual Property is to be held and enjoyed by the Assignee, for its own use and benefit, and for its successors and assigns to the full end of the term for which such rights may exist in any country, as fully and entirely as the same would have been held by Assignor had this assignment not been made.

(b) The Assignor hereby authorizes the Assignee to request the relevant intellectual property offices to record the Assignee as the assignee and owner of the Intellectual Property. The Assignor shall, without further consideration, comply with any reasonable request by the Assignee to execute and deliver promptly any additional documents and do such further acts and things as may be necessary in order to give effect to the assignment of rights reflected herein.

**1.3      Assumption**

The Assignee hereby accepts the assignment and transfer by the Assignor set out in Section 1.2.

**1.4      Severability**

Subject to any applicable legislation, the parties agree that the assignment of each component of the Intellectual Property shall be construed as separable and divisible from the assignment of every other component of the Intellectual Property. The unenforceability or invalidity of this assignment with respect to any one component of the Intellectual Property shall not limit its enforceability or validity, in whole or in part, with respect to any other component of the Intellectual Property.

**1.5      Purchase Agreement**

The parties hereto acknowledge and agree that this Agreement is made between the parties in further assurance of the completion of the transactions provided for in the Purchase Agreement and is subject to all of the representations, warranties, covenants, indemnities and other provisions contained in the Purchase Agreement. The provisions of this Agreement shall not merge or be superseded by, and shall survive the completion of, the transactions provided for in the Purchase Agreement. In the event of any inconsistency between this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

**1.6      Successors and Assigns**

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the parties and, where the context so permits, their respective successors and permitted assigns. This Agreement may not be assigned by the Assignor without the prior written consent of the Assignee but may be assigned by the Assignee, in whole or in part, without the consent of the Assignor.

**1.7      Governing Law**

(a) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in that province.

(b) For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Ontario and the courts of the Province of Ontario shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Each of the Parties hereby attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement.

**1.8            Counterparts**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts, with the same effect as if all parties had signed and delivered the same document, and all counterparts shall be construed together to be an original and will constitute one and the same agreement.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

**GRANT THORNTON LIMITED**, solely in its capacity as court-appointed receiver of the assets, undertakings and properties of The Cruise Professionals Limited, and not in its personal or corporate capacity.

By: 

Name: Michael G. Cohen

Title: Senior Vice President

**8635854 CANADA INC.**

By: 

Name: BRADLEY WHITE

Title: AUTHORIZED SIGNATORY

**SCHEDULE 1  
INTELLECTUAL PROPERTY**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	DESCRIPTION
The Cruise Professionals Limited	Reg. No. 2990835 (USA registration)	The Cruise Professionals
The Cruise Professionals Limited	TMA377199	The Cruise Professionals
The Cruise Professionals Limited	TMA683730	The Cruise Professionals & Ship Design

**Trademark Applications:**

None.

Tor#: 3026861.1