

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332427

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TAC CRUISE, LLC (AKA XANTERRA CRUISE, LLC)		02/17/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DQSC, LLC		
<b>Street Address:</b>	2736 KANASITA DRIVE		
<b>City:</b>	HIXSON		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37343		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1895041	DELTA QUEEN	
<b>Registration Number:</b>	1532074	DELTA QUEEN	
<b>Registration Number:</b>	4282991	DELTA QUEEN	
<b>Registration Number:</b>	2017094	STEAMBOATIQUE	
<b>Registration Number:</b>	1888453	STEAMBOATIN'	
<b>Registration Number:</b>	1505375	STEAMBOATIN'	
<b>Registration Number:</b>	1428832	THE GREAT STEAMBOAT RACE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	TRADEMARK@WTPLAW.COM		
<b>Correspondent Name:</b>	WHITEFORD, TAYLOR & PRESTON, LLP		
<b>Address Line 1:</b>	SEVEN SAINT PAUL STREET		
<b>Address Line 4:</b>	BALTIMORE, MARYLAND 21202-1626		
<b>ATTORNEY DOCKET NUMBER:</b>	089436.00001		
<b>NAME OF SUBMITTER:</b>	DANA O. LYNCH		
<b>SIGNATURE:</b>	/dana o. lynch/		

CH \$190.00 1895041

<b>DATE SIGNED:</b>	02/18/2015
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**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (the "Assignment") is made and entered into as of February 17, 2015 (the "Effective Date") by and between TAC CRUISE, LLC (aka XANTERRA CRUISE, LLC), a Delaware limited liability company ("Assignor"), and DQSC, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to a certain AGREEMENT FOR SALE OF VESSEL (the "Agreement") dated June 4, 2014, as amended, entered into by and between Assignor and Assignee, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the marks listed on Schedule A, attached hereto and incorporated herein, which are registered in the United States Patent and Trademark Office (the "Marks"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's right, title and interest in and to said Marks;

WHEREAS, it is a condition to the consummation of the transactions contemplated by the Agreement that the parties execute and deliver this Assignment;

NOW, THEREFORE, for the foregoing recited consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor does hereby assign unto the said Assignee all right, title and interest in and to the Marks, together with the any and all of the good will of the business symbolized by the Marks and the right to sue for past infringement thereof, effective as of the date hereof.

This Assignment is made subject to and with the benefit of the representations, warranties and other provisions of the Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement or constitute a waiver or release by any party of any liabilities imposed on another party by the terms of the Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Assignment and continue in full force and effect for the applicable periods in the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

This Assignment may not be modified, altered, amended, or otherwise changed except by a written instrument executed by each of the parties.

The parties may not assign their rights under this Assignment without the express written consent of the other party. Any assignment in violation of this provision is void and without effect. This Assignment shall bind and shall inure to the benefit of the respective parties and their permitted assigns, transferees and successors.

This Assignment shall be interpreted and construed in accordance with the maritime law of the United States where applicable, otherwise in accordance with the law of the State of Delaware, without giving effect to any conflict-of-law principle of any jurisdiction.

This Assignment may be signed in counterparts. A fax transmission or electronic transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax-transmitted or electronically transmitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, Assignor and Assignee have entered into this Assignment in accordance with the terms stated as of the Effective Date.

**Assignor:**

TAC CRUISE, LLC (aka XANTERRA CRUISE, LLC)

By: Andrew N. Todd

Name: Andrew N. Todd

Title: President & CEO

**Assignee:**

DQSC, LLC

By: \_\_\_\_\_

Name: Cornel Martin

Title: President and Chief Executive Officer

3293304v1/08626-0007

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**Assignor:**

TAC CRUISE, LLC (aka XANTERRA CRUISE, LLC)

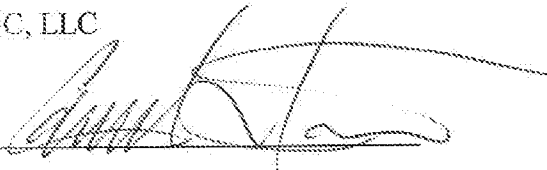
By: \_\_\_\_\_

Name: Andrew N. Todd

Title: President & CEO

**Assignee:**

DQSC, LLC

By: 

Name: Cornel Martin

Title: President and Chief Executive Officer

3293304v1/08626-0007

**SCHEDULE A**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>
DELTA QUEEN	1895041	05/23/1995
DELTA QUEEN	1532074	03/28/1989
DELTA QUEEN	4282991	01/29/2013
STEAMBOATIQUE	2017094	11/19/1996
STEAMBOATIN'	1888453	04/11/1995
STEAMBOATIN'	1505375	09/20/1988
THE GREAT STEAMBOAT RACE	1428832	02/10/1987