

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM353566

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignee identification previously recorded on Reel 004517 Frame 0262. Assignor(s) hereby confirms the correction to the assignee identification.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ambassadors Cruise Group, LLC		02/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HMS American Queen Steamboat Company, LLC		
Street Address:	115 E. Market Street		
City:	New Albany		
State/Country:	INDIANA		
Postal Code:	47150		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1960672	AMERICAN QUEEN	
Registration Number:	1953534	AMERICAN QUEEN	
Registration Number:	1951681	AMERICAN QUEEN	
Registration Number:	1953533	AMERICAN QUEEN	
Registration Number:	1953532	AMERICAN QUEEN	
Registration Number:	1920365	THE PADDLEWHEEL STEAMBOATIN' SOCIETY OFA	
CORRESPONDENCE DATA			
Fax Number:	5025610442		
<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>			
Phone:	(502) 584-1135		
Email:	bmcgraw@middletonlaw.com		
Correspondent Name:	Brian McGraw		
Address Line 1:	2600 Brown & Williamson Tower		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Brian P. McGraw		
SIGNATURE:	/Brian McGraw/		

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: (502) 584-1135
Email: bmcgraw@middletonlaw.com
Correspondent Name: Brian McGraw
Address Line 1: 2600 Brown & Williamson Tower
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Brian P. McGraw
SIGNATURE:	/Brian McGraw/
DATE SIGNED:	10/09/2015

Total Attachments: 21

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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
Ambassadors Cruise Group, LLC		02/25/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	HMS American Queen Steamboat Company		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1960672	AMERICAN QUEEN	
Registration Number:	1953534	AMERICAN QUEEN	
Registration Number:	1951681	AMERICAN QUEEN	
Registration Number:	1953533	AMERICAN QUEEN	
Registration Number:	1953532	AMERICAN QUEEN	
Serial Number:	74403014	AMERICAN QUEEN	
Registration Number:	1920365	THE PADDLEWHEEL STEAMBOATIN' SOCIETY OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(202)772-5858		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202.772.5800		
Email:	trademarks@blankrome.com		
Correspondent Name:	Susan B. Flohr c/o Blank Rome LLP		
Address Line 1:	600 New Hampshire Ave., N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20037		

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TRADEMARK
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 REEL: 005641 FRAME: 0453

ATTORNEY DOCKET NUMBER:	810800.00100
NAME OF SUBMITTER:	Susan B. Flohr
Signature:	/sbf/
Date:	04/07/2011
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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement ("Agreement") is made effective as of this 25th day of February 2011 (the "Effective Date"), by and between Ambassadors Cruise Group, LLC, a Delaware limited liability company ("Seller"), and HMS American Queen Steamboat Company, ~~LLC~~, a Delaware ~~corporation~~ ("Buyer").
limited liability company *2011*
INCORPORATED

RECITALS

WHEREAS, Seller is the owner of certain Trademarks and Creative Works (defined below) used and/or formerly used in connection with the American Queen, a certain steamboat vessel (the "Vessel");

WHEREAS, Seller desires to sell, and Buyer desires to acquire, the Trademarks and Creative Works, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the total sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions.

1.1 "Trademarks" mean the registered and unregistered trademarks and service marks described on the attached Schedule 1.

1.2 "Creative Works" means the creative works described on the attached Schedule 2.

2. Consideration. Buyer shall pay to Seller, within seven (7) days of the Effective Date, the sum of Fifteen Thousand Dollars (\$15,000).

3. Assignment.

3.1 Trademarks.

3.1.1 Seller hereby assigns, sells, transfers and conveys to Buyer all right, title and interest held by Seller, if any, in the Trademarks, including without limitation:

3.1.1.1 All goodwill appertaining to and symbolized by the Trademarks, as required by 15 U.S.C. § 1060 or analogous laws in other jurisdictions;

3.1.1.2 The rights of Seller in and to any pending applications to register and resulting registrations for the Trademarks specified on the attached Schedule 1; and

3.1.1.3 Any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Seller may have against or be able to recover from any third party, whether known or unknown, resulting from or arising out of such third party's past, present, and future infringement of the Trademarks.

3.2 Creative Works.

3.2.1 Seller hereby assigns, sells, transfers and conveys to Buyer all right, title and interest held by Seller, if any, in the Creative Works, including without limitation:

3.2.1.1 All right, title, and interest in and to any and all of the Creative Works, whether arising from copyright, patent, trademark, trade secret, or any other intellectual property law or doctrine now known, or that may hereafter come into existence associated with the Creative Works. Subject to the terms and conditions of this Agreement, Buyer shall be the exclusive owner of the Creative Works and to any copyrights in the Creative Works as of the Effective Date of this Agreement and Seller shall retain no right, title or interest in the Creative Works. Seller forever waives any and all rights relating to the Creative Works, including without limitation, any and all rights arising under 17 U.S.C § 106A; any other rights of identification of authorship; any rights of approval; or restrictions or limitations on use, subsequent modification, or development of derivative works. If any right (including, without limitation, any moral right) in the Creative Works cannot be assigned, Seller hereby waives enforcement anywhere in the world of such right against Buyer and exclusively and perpetually licenses such right to Buyer; and

3.2.1.2 Any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Seller may have against or be able to recover from any third party, whether known or unknown, resulting from or arising out of such third person's past, present, and future infringement of the Creative Works.

3.2.2 For purposes of effectuating the assignment of interests contemplated in this Section 3, Seller shall, within thirty (30) days of the Effective Date provide to Buyer, to the extent not previously provided, electronic copies of all Creative Works transferred to Buyer hereunder. Seller agrees to inform all current third party users/licensees of the Creative Works that all right, title and interest, if any, held by Seller in the Creative Works have been transferred to Buyer.

4. RESCO Transfer. Seller uses and/or has used Resocompany's RESCO software system for purposes of hosting and managing its Reservation Information in connection with the Vessel. Buyer, following the execution of this Agreement, intends on using RESCO software for this same purpose. Seller agrees that it will authorize Resocompany and reasonably assist Buyer, at Buyer's sole cost and expense, in order to transfer and load the Reservation Information in connection with the Vessel from Seller's RESCO system to Buyer's RESCO system. For purposes of this Agreement, "Reservation Information" means all pricing, itinerary and other reservation information Vessel hosted as part of Seller's RESCO system solely in connection with the Vessel, other than the personally identifiable information of Seller's customers or payment information (including credit card numbers).

5. Perfection. At the written request and expense of Buyer, Seller will sign such documents and take such actions that Buyer deems reasonably necessary to perfect, protect, and evidence Buyer's rights in the Trademarks and Creative Works.

6. Recording. Seller hereby authorizes and requests that the United States Patent and Trademark Office, the United States Copyright Office and/or any other appropriate United States or foreign governmental agency record Buyer as the owner of the entire right, title and interest in and to the Trademarks and Creative Works.

7. Representations and Warranties. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TRADEMARKS AND CREATIVE WORKS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY AND SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, WHETHER EXPRESS, IMPLIED

OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY, AND/OR NON-INFRINGEMENT.

8. **Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE TRADEMARKS AND/OR THE CREATIVE WORKS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE NATURE OF THE CLAIM ON WHICH SUCH DAMAGES ARE SOUGHT. NOTWITHSTANDING THE FOREGOING, BUYER'S MAXIMUM TOTAL LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, THE TRADEMARKS, AND/OR THE CREATIVE WORKS SHALL NOT EXCEED FIFTEEN THOUSAND DOLLARS (\$15,000).

9. **Miscellaneous.**

9.1 **Binding Effect.** This Agreement will be binding on the parties and their respective representatives, successors, and permitted assigns, and will inure to their benefit.

9.2 **Severability.** The provisions of this Agreement are independent of each other, and the invalidity or unenforceability of any term, clause, or provision hereof shall not affect the validity or enforceability of any other term, clause, or provision, and such invalid or unenforceable term, clause, or provision shall be deemed to be severed from this Agreement.

9.3 **Modification and Waiver.** This Agreement shall not be amended or modified except in a writing signed by all parties. No waiver by any of the parties of any breach or default of any of the provisions of this Agreement shall be deemed a waiver as to any subsequent and/or similar breach or default.

9.4 **Governing Law.** This Agreement is governed by the laws of the State of Washington, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

9.5 **Jurisdiction and Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in King County, Washington. Each Party consents and submits to the exclusive jurisdiction and venue of any local, state, or federal court located in King County, Washington.

9.6 **Headings.** The headings used in this agreement are not intended by the parties to have independent meaning or to modify in any way the terms of this agreement.

9.7 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supercedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

9.8 **Execution in Counterparts.** This Agreement may be executed in counterparts, and together these counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date set forth above.

Seller:

AMBASSADORS CRUISE GROUP, LLC

By: Mark DeWitt
Its: CFO

Buyer:

HMS AMERICAN QUEEN STEAMBOAT
COMPANY, LLC

slow
IN FINAL

By: John Walcott
Its: President

John Walcott
~~John Walcott~~

8/31/15
Date

SCHEDULE 1

Trademarks

The Trademarks assigned by Buyer are as follows:

Trademark Registrations

Trademark Jurisdiction	Application No. Registration No.	Application Date Registration Date	Goods/Services	Status
AMERICAN QUEEN U.S.	74403007 1960672	06/15/1993 03/05/1996	Class 14: Jewelry.	Registered
AMERICAN QUEEN U.S.	74372292 1953534	03/26/1993 01/30/1996	Class 21: Glassware; namely, cups, mugs, drinking glasses, and serving trays.	Registered
AMERICAN QUEEN U.S.	74372288 1951681	03/26/1993 01/23/1996	Class 25: Shirts, T-shirts, hats and sweaters.	Registered
AMERICAN QUEEN U.S.	74372255 1953533	03/26/1993 01/30/1996	Class 42: Hotel, restaurant, and bar services provided onboard a riverboat.	Registered
AMERICAN QUEEN U.S.	74372250 1953532	03/26/1993 01/30/1996	Class 39: Transporting passengers and goods by steamers.	Registered
AMERICAN QUEEN	74403014	06/15/1993	Class 16: Art prints.	Abandoned

U.S.				
THE PADDLEWHEEL STEAMBOATN' SOCIETY OF AMERICA	74409278	06/30/1993	Class 42: hotel, restaurant and bar services provided on board a riverboat.	Registered
U.S.	1920365	9/19/1995		

Unregistered Trademarks

W. JEREMIAH ROONE, MEMBERSHIP PURSEK

SCHEDULE 2

Creative Works

The Creative Works assigned by Buyer are as follows:

- All artwork, digital files, images and other content provided in electronic form by Seller hereunder and related to the Vessel and otherwise provided by Buyer to Seller related solely to the Vessel.

RECORDED: 04/07/2011

TRADEMARK
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TRADEMARK
REEL: 005641 FRAME: 0461

AFFIDAVIT OF JOHN WAGGONER

1. I, John Waggoner, am a resident of the Commonwealth of Kentucky, I am of legal age, and competent to make this Affidavit.

2. I have personal knowledge regarding the following facts I offer and could testify thereto if called as a witness.

3. I am the Chief Executive Officer and part owner of HMS American Queen Steamboat Company, LLC, a Delaware limited liability company. I have served in this capacity since HMS American Queen Steamboat Company, LLC was formed as a Delaware limited liability company on May 12, 2010.

4. HMS American Queen Steamboat Company, LLC is the owner of the inland river cruising vessel operating under the name "American Queen." HMS American Queen Steamboat Company, LLC acquired the *American Queen* vessel through a closing which took place on August 3, 2011, though it had entered into a contract for the purchase of the vessel as early as December 31, 2010.

5. In and around February, 2011, HMS American Queen Steamboat Company, LLC entered into discussions regarding the assignment of various trademark registrations and other intellectual property rights with Ambassadors Cruise Group, LLC, who was the previous owner of the *American Queen* vessel and who owned the following trademark registrations for the term AMERICAN QUEEN with the U.S. Patent & Trademark Office: U.S. Registration No. 1,960,672 for use in connection with "jewelry" in International Class 14; Registration No. 1,953,534 for use in connection with "glassware; namely, cups, mugs, drinking glasses, and serving trays" in International Class 21; Registration No. 1,951,681 for use in connection with

"shirts, t-shirts, hats, and sweaters" in International Class 25; Registration No. 1,953,533 for use in connection with "hotel, restaurant, and bar services provided onboard a riverboat" in International Class 42; and Registration No. 1,953,532 for use in connection with "transporting passengers and goods by steamers" in International Class 39 ("the Marks").

6. On February 25, 2011, Ambassadors Cruise Group, LLC and HMS American Queen Steamboat Company, LLC entered into an "Intellectual Property Rights Assignment Agreement" whereby the Marks were assigned to "HMS American Queen Steamboat Company", identified incorrectly therein as a Delaware Corporation ("the Assignment Agreement").

7. The Assignment Agreement was duly recorded with the U.S. Patent & Trademark Office at Reel/Frame 004517/0263.

8. The Assignment Agreement erroneously and/or inadvertently identified "HMS American Queen Steamboat Company, a Delaware Corporation", as the assignee under the agreement. This mistake also led to the erroneous identification of "HMS American Queen Steamboat Company" on the cover sheet of the agreement as recorded with the U.S. Patent & Trademark Office.

9. The true intent of the Assignment Agreement was to assign all right, title, and interest in and to the Marks to HMS American Queen Steamboat Company, LLC.

10. A corrected version of the Assignment Agreement, containing my signature and initials is provided herewith.

11. HMS American Queen Steamboat Company, LLC is the true owner of the Marks and of any right to any trademarks or service marks associated with the term "American Queen."

12. To the best of my knowledge and belief, the entity "HMS American Queen Steamboat Company" has never existed as Corporation in Delaware or any other state.

