

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407403

<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>
American Steamboat Company, LLC		07/24/2016	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HMS American Queen Steamboat Company, LLC		
<b>Street Address:</b>	115 E. Market Street		
<b>City:</b>	New Albany		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	47150		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4577817	PADDLEWHEELER	
<b>Registration Number:</b>	4586266	STEAMBOAT SOCIETY OF AMERICA	
<b>Registration Number:</b>	4580806	AMERICAN EMPRESS	
<b>Serial Number:</b>	86297459	AMERICAN COUNTESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	5025841135		
<b>Email:</b>	bmcgraw@middletonlaw.com		
<b>Correspondent Name:</b>	Brian P McGraw		
<b>Address Line 1:</b>	2600 Brown & Williamson Tower		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Brian P. McGraw		
<b>SIGNATURE:</b>	/Brian McGraw/		
<b>DATE SIGNED:</b>	12/02/2016		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made effective as of this 24th day of July, 2016 (the "Effective Date"), by and between American Steamboat Company, LLC, a Kentucky Limited Liability Company with an address at 115 E. Market Street, New Albany, IN 47150 ("Assignor"), and HMS American Queen Steamboat Company, LLC, a Delaware Limited Liability Company with an address at 115 E. Market Street, New Albany, IN 47150 ("Assignee").

WHEREAS, Assignor is the owner of certain registered and unregistered trademarks described on the attached Schedule 1 (the "Trademarks").

WHEREAS, Assignor desires to assign and Assignee desires to acquire the Trademarks, 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:

1. **Assignment.** Assignor hereby assigns, transfers, and conveys to Assignee all right, title and interest held by Assignor in the Trademarks, including without limitation:
  - a. All goodwill appertaining to and symbolized by the Trademarks, as required by 15 U.S.C. §1060 or analogous laws in other jurisdictions;
  - b. The rights of Assignor in and to any pending applications to register and resulting registrations for the Trademarks; and
  - c. Any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Assignor 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.
2. **Perfection.** At the written request and expense of Assignee, Assignor will sign such documents and take such actions that Assignee deems reasonably necessary to perfect, protect, and evidence Assignee's rights in the Trademarks.
3. **Recording.** Assignor hereby authorizes and requests that the United States Patent and Trademark Office and/or any other appropriate United States governmental agency

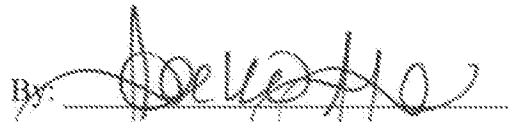
record Assignee as the owner of the entire right, title and interest in and to the Trademarks.

4. **Representations and Warranties.** Assignee expressly acknowledges and agrees that the Trademarks are provided "as is" and without warranty of any kind, whether express, implied or statutory and Assignor 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.
5. **Limitation of Liability.** In no event shall Assignor be liable to Assignee for any incidental, consequential, indirect, exemplary or punitive damages of any kind, including lost profits, arising from or relating to this Agreement and/or the Trademarks, even if Assignor has been advised of the possibility of such damages and regardless of the nature of the claim on which such damages are sought.
6. **Miscellaneous.**
  - a. **Binding Effect.** This Agreement will be binding on the parties and their respective representatives, successors, and permitted assigns, and will inure to their benefit.
  - b. **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.
  - c. **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.
  - d. **Governing Law.** This Agreement is governed by the laws of the state of Kentucky, without giving effect to any conflict of law principle that would result in the laws of any other jurisdiction governing this Agreement.
  - e. **Jurisdiction and Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in Jefferson County, Kentucky. Each party consents and submits to the exclusive jurisdiction and venue of any local, state, or federal court located in Jefferson County, Kentucky.

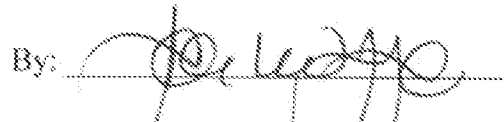
- f. **Headings.** The headings used in this Agreement are not intended by the parties to have independent meaning or to modify in any way the terms of this Agreement.
- g. **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

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

American Steamboat Company, LLC

By:   
Name: John W. Wiggan  
Title: President

HMS American Queen Steamboat Company, LLC

By:   
Name: John W. Wiggan  
Title: President & CEO

**SCHEDULE 1**

**Trademarks**

The Trademarks assigned to Assignee are as follows:

Trademark	Serial No.	Application Date	Goods/Services	Status
Jurisdiction	Registration No.	Registration Date		
PADDLEWHEELER	86110569	11/05/13	016: Newsletters in the field of passenger vessels	Registered (Supplemental Register)
U.S.	4577817	07/29/14		
STEAMBOAT SOCIETY OF AMERICA	86110647	11/05/13	035: Admin. of a customer loyalty program which provides cruise credits and member recognition	Registered (Supplemental Register)
U.S.	4586266	08/12/14		
AMERICAN EMPRESS	85743799	10/02/12	039: Arranging of cruises; transport of passengers	Registered
U.S.	4580806	08/05/14		
AMERICAN PRINCESS	86277094	05/09/14	039: Arranging of cruises; transport of passengers	Abandoned
U.S.				
AMERICAN COUNTESS	86297459	05/09/14	039: Arranging of cruises; transport of passengers	App. suspended pending disposition of civil litigation
U.S.				