

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victory Cruise Management, Inc.		01/04/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Victory Operating Company, LLC		
Street Address:	222 Pearl Street		
City:	New Albany		
State/Country:	INDIANA		
Postal Code:	47150		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5302745	V VICTORY CRUISE LINES	
CORRESPONDENCE DATA			
Fax Number:	8122072645		
<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:	(812) 207-2643		
Email:	jwalker@hmhgm.com		
Correspondent Name:	Justin Walker		
Address Line 1:	222 Pearl Street		
Address Line 4:	New Albany, INDIANA 47150		
NAME OF SUBMITTER:	Justin Walker		
SIGNATURE:	/Justin Walker/		
DATE SIGNED:	01/04/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made effective as of this 4th day of January, 2019 (the "Effective Date"), by and between Victory Cruise Management, Inc., a Florida Corporation with an address at 4770 Biscayne Blvd., Penthouse A, Miami, FL 33137 ("Assignor"), and Victory Operating Company, LLC, a Delaware Limited Liability Company with an address at 222 Pearl Street, New Albany, IN 47150 ("Assignee").

WHEREAS, Assignor is the owner of a certain registered trademark described on the attached Schedule 1 (the "Trademark").

WHEREAS, Assignor desires to assign and Assignee desires to acquire the Trademark, 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 Trademark, 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. 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.** Except for those representation and warranties provided in that certain Master Transaction Agreement dated October 16, 2018 by and

among Victory Holdings I, LLC, Victory Holdings II, LLC, Victory Operating Company, LLC, Victory I Partners, Ltd., Victory II Partners, Ltd., Victory Cruise Management, Inc., Victory Cruise Lines, Ltd., and Restricted Parties (as defined therein), which shall apply hereto, Assignee otherwise expressly acknowledges and agrees that the Trademarks are provided "as is" and without additional warranties of any kind, whether express, implied or statutory and Assignor expressly disclaims any and all such additional warranties, whether express, implied or statutory.

5. **Limitation of Liability.** In no event shall either party be liable to the other 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 the party 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 and construed in accordance with Title 9 of the United States Code and the law of the state of New York, and should any dispute arise out of this Agreement the matter in dispute shall be referred to three persons in New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this Agreement may be made a rule of the Court.
 - e. **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.

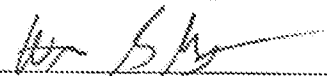
- f. **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

Signature Page Follows

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

ASSIGNOR

Victory Cruise Management, Inc.

By: 

Name: William B. M. Hikan

Title: Secretary

ASSIGNEE

Victory Operating Company, LLC

By: 

Name: John W. Duggan

Title: President & CEO

SCHEDULE 1

Trademark

The Trademark assigned to Assignee is as follows:

Trademark Jurisdiction	Serial No. Registration No.	Application Date Registration Date	Goods/Services	Status
V VICTORY CRUISE LINES U.S.	87094123 5302745	07/06/2016 10/03/2017	039:vacation cruise services, not including on- board casino gaming	Registered