

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM576672

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SEVEN SEAS CRUISES S. DE R.L.		05/14/2020	Corporation: PANAMA
PRESTIGE CRUISE HOLDINGS S. DE R.L.		05/14/2020	Corporation: PANAMA
OCEANIA CRUISES S. DE R.L.		05/14/2020	Corporation: PANAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	60 Livingston Ave.		
<b>City:</b>	Saint Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5823372	AN UNRIVALED EXPERIENCE	
<b>Registration Number:</b>	5427875	ELITE SLUMBER	
<b>Registration Number:</b>	2661799	LUXURY GOES EXPLORING	
<b>Registration Number:</b>	5866574	LUXURY PERFECTED	
<b>Registration Number:</b>	6020527	SERENE SPA & WELLNESS	
<b>Registration Number:</b>	3368575	SEVEN SEAS CRUISES	
<b>Registration Number:</b>	5073512	SEVEN SEAS EXPLORER	
<b>Registration Number:</b>	2540614	SEVEN SEAS MARINER	
<b>Registration Number:</b>	2571631	SEVEN SEAS NAVIGATOR	
<b>Registration Number:</b>	6029657	SEVEN SEAS SPLENDOR	
<b>Registration Number:</b>	3388009	SEVEN SEAS VOYAGER	
<b>Registration Number:</b>	4903025	THE MOST INCLUSIVE LUXURY EXPERIENCE	
<b>Registration Number:</b>	5823590	THE MOST LUXURIOUS SHIP EVER BUILT	
<b>CORRESPONDENCE DATA</b>			

OP \$340.00 5823372

**Fax Number:** 8004947512

**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.**

**Phone:** 202-370-4756

**Email:** ipteam@coagencyglobal.com

**Correspondent Name:** Jay daSilva

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	1221207 TM B
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<b>NAME OF SUBMITTER:</b>	Wenny Zhu
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<b>SIGNATURE:</b>	/Wenny Zhu/
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<b>DATE SIGNED:</b>	05/15/2020
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**Total Attachments: 12**

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**TRADEMARK SECURITY AGREEMENT**

**(Trademark Registrations and Trademark Applications)**

TRADEMARK SECURITY AGREEMENT dated as of May 14, 2020, between among SEVEN SEAS CRUISES S. DE R.L., a company organized under the laws of Panama, PRESTIGE CRUISE HOLDINGS S. DE R.L., a company organized under the laws of Panama, and OCEANIA CRUISES S. DE R.L., a company organized under the laws of Panama, together with any successors (each, a “Grantor”), and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent.

WHEREAS, each Grantor owns, or in the case of Trademark Licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, NCL CORPORATION LTD., a company incorporated under the laws of Bermuda (the “Issuer”), the Guarantors (as defined therein) and U.S. Bank National Association, as trustee and as Collateral Agent, are parties to a Indenture, dated as of May 14, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”); and

WHEREAS, pursuant to (i) the Intellectual Property Security Agreement dated as of May 14, 2020 (as amended and/or supplemented from time to time, the “Intellectual Property Security Agreement”) among each Grantor and U.S. Bank National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”) and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of each Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Intellectual Property Security Agreement, each Grantor hereby grants to the Grantee, to secure the Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), owned or existing as of the Issue Date:

(i) each trademark registration or application therefor referred to in Schedule 1 hereto; and

(ii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by each Grantor against third parties for past, present or future infringement or unfair competition regarding the same of any trademark owned by such Grantor identified in Schedule 1.

Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of such Grantor or in the Grantee’s name, from time to time, in the Grantee’s discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor

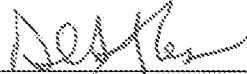
might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent not prohibited by the Intellectual Property Security Agreement or the Indenture, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Intellectual Property Security Agreement. Terms defined in the Intellectual Property Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Intellectual Property Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Intellectual Property Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Intellectual Property Security Agreement, the Intellectual Property Security Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

OCEANIA CRUISES S. DE R.L.

By:   
Name: Daniel S. Farkas  
Title: Executive Vice President, General  
Counsel and Secretary

*[Signature Page to Trademark Security Agreement]*

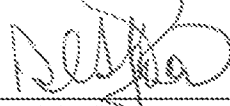
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SEVEN SEAS CRUISES S. DE R.L.

By:   
Name: Daniel S. Farkas  
Title: Executive Vice President, General  
Counsel and Secretary

*[Signature Page to Trademark Security Agreement]*

PRESTIGE CRUISE HOLDINGS S. DE R.L.

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

Name: Daniel S. Farkas

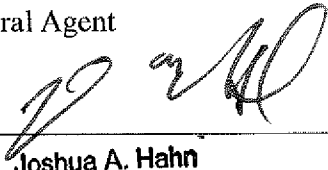
Title: Executive Vice President, General  
Counsel and Secretary

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006940 FRAME: 0007**

Acknowledged:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: **Joshua A. Hahn**  
Title: **Vice President**

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 006940 FRAME: 0008**



**Schedule 1  
to Trademark Security Agreement**

**PRESTIGE CRUISE HOLDINGS S. DE R.L.**

**SEVEN SEAS CRUISES S. DE R.L.**

**OCEANIA CRUISES S. DE R.L.**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Class/es</b>	<b>Current Owner of Record</b>
THE FINEST CUISINE AT SEA	Brazil	916498123 26-Dec-2018	—	43	Prestige Cruise Holdings S. de R.L.
THE FINEST CUISINE AT SEA	Brazil	916498115 26-Dec-2018	—	39	Prestige Cruise Holdings S. de R.L.
THE FINEST CUISINE AT SEA	Canada	1944978 07-Feb-2019	—	39, 43	Prestige Cruise Holdings S. de R.L.
INSIGNIA	European Union	3135787 16-Apr-2003	3135787 24-Aug-2004	39	Prestige Cruise Holdings S. de R.L.
O (and Design)	European Union	3231271 18-Jun-2003	3231271 21-Jul-2005	39	Prestige Cruise Holdings S. de R.L.
OCEANIA CRUISES (and Design)	European Union	3231487 18-Jun-2003	3231487 29-Jul-2005	39	Prestige Cruise Holdings S. de R.L.
OCEANIA VISTA	European Union	A0092960 02-Jan-2020	—	39	Prestige Cruise Holdings S. de R.L.
REGATTA	European Union	3134632 16-Apr-2003	3134632 18-Apr-2005	39	Prestige Cruise Holdings S. de R.L.
YOUR WORLD. YOUR WAY.	European Union	3135977 16-Apr-2003	3135977 18-May-2005	39	Prestige Cruise Holdings S. de R.L.
AQUAMAR	International Registration	IR 1500889 10-Oct-2019	IR 1500889 10-Oct-2019	39, 44	Prestige Cruise Holdings S. de R.L.
AQUAMAR and Design	International Registration	IR 1501392 10-Oct-2019	IR 1501392 10-Oct-2019	39, 44	Prestige Cruise Holdings S. de R.L.
OCEANIA VISTA	International Registration	A0092960 02-Jan-2020	—	39	Prestige Cruise Holdings S. de R.L.
THE FINEST CUISINE AT SEA	Mexico	2146678 19-Dec-2018	1979685 15-Mar-2019	39	Prestige Cruise Holdings S. de R.L.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Current Owner of Record
THE FINEST CUISINE AT SEA	Mexico	2146682 19-Dec-2018	1979687 15-Mar-2019	43	Prestige Cruise Holdings S. de R.L.
AQUAMAR	USA	88/392195 18-Apr-2019	5969186 21-Jan-2020	39, 44	Prestige Cruise Holdings S. de R.L.
AQUAMAR and Design	USA	88/393228 19-Apr-2019	5969187 21-Jan-2020	39, 44	Prestige Cruise Holdings S. de R.L.
INSIGNIA	USA	76/462303 25-Oct-2002	2811556 03-Feb-2004	39	Prestige Cruise Holdings S. de R.L.
O and Design	USA	76/505408 10-Apr-2003	2916634 04-Jan-2005	39	Prestige Cruise Holdings S. de R.L.
OCEANIA CRUISES	USA	76/493286 27-Feb-2003	2883676 14-Sep-2004	39	Prestige Cruise Holdings S. de R.L.
OCEANIA CRUISES	USA	76/505407 10-Apr-2003	2894461 19-Oct-2004	39	Prestige Cruise Holdings S. de R.L.
REGATTA	USA	76/462306 25-Oct-2002	2811558 03-Feb-2004	39	Prestige Cruise Holdings S. de R.L.
THE FINEST CUISINE AT SEA	USA	88/193927 14-Nov-2018	5900805 05-Nov-2019	39, 43	Prestige Cruise Holdings S. de R.L.
YOUR WORLD. YOUR WAY.	USA	76/462304 25-Oct-2002	2811557 03-Feb-2004	39	Prestige Cruise Holdings S. de R.L.
AN UNRIVALED EXPERIENCE	Australia	1962370 17-Oct-2018	1962370 12-Jul-2019	39, 41, 43	Seven Seas Cruises S. de R.L.
AN UNRIVALLED EXPERIENCE (Double "L")	Australia	1962364 17-Oct-2018	1962364 08-Jul-2019	39, 41, 43	Seven Seas Cruises S. de R.L.
THE MOST INCLUSIVE LUXURY EXPERIENCE	Australia	1709855 27-Jul-2015	1709855 08-Jun-2017	39, 41, 43	Seven Seas Cruises S. de R.L.
AN UNRIVALED EXPERIENCE	Brazil	916147983 25-Oct-2018	—	39	Seven Seas Cruises S. de R.L.
AN UNRIVALED EXPERIENCE	Brazil	916148009 25-Oct-2018	—	41	Seven Seas Cruises S. de R.L.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Current Owner of Record
AN UNRIVALED EXPERIENCE	Brazil	916148033 25-Oct-2018	—	43	Seven Seas Cruises S. de R.L.
LUXURY PERFECTED	Brazil	916886743 11-Mar-2019	916886743 01-Oct-2019	39	Seven Seas Cruises S. de R.L.
LUXURY PERFECTED	Brazil	916886786 11-Mar-2019	916886786 01-Oct-2019	41	Seven Seas Cruises S. de R.L.
SERENE SPA & WELLNESS	Brazil	917700538 10-Jul-2019	917700538 10-Mar-2020	39	Seven Seas Cruises S. de R.L.
SERENE SPA & WELLNESS	Brazil	917700597 10-Jul-2019	—	44	Seven Seas Cruises S. de R.L.
SEVEN SEAS SPLENDOR	Brazil	914347039 16-Mar-2018	914347039 02-Apr-2019	39	Seven Seas Cruises S. de R.L.
AN UNRIVALED EXPERIENCE	Canada	1924850 12-Oct-2018	—	39, 41, 43	Seven Seas Cruises S. de R.L.
LUXURY GOES EXPLORING	Canada	1112001 08-Aug-2001	TMA594572 12-Nov-2003	39, 41, 43	Seven Seas Cruises S. de R.L.
LUXURY PERFECTED	Canada	1946493 15-Feb-2019	TMA1059398 17-Oct-2019	39, 41	Seven Seas Cruises S. de R.L.
SERENE SPA & WELLNESS	Canada	1974486 09-Jul-2019	—	39, 44	Seven Seas Cruises S. de R.L.
SEVEN SEAS CRUISES	Canada	1346598 09-May-2007	TMA712534 23-Apr-2008	39, 41, 43	Seven Seas Cruises S. de R.L.
SEVEN SEAS MARINER	Canada	1118826 18-Oct-2001	TMA609580 06-May-2004	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS NAVIGATOR	Canada	1118825 18-Oct-2001	TMA609256 04-May-2004	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS SOCIETY	Canada	1322837 03-Nov-2006	TMA767398 19-May-2010	35, 39, 42	Seven Seas Cruises S. de R.L.
SEVEN SEAS SPLENDOR	Canada	1883205 14-Feb-2018	TMA1059436 17-Oct-2019	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS VOYAGER	Canada	1346597 09-May-2007	TMA712085 16-Apr-2008	39	Seven Seas Cruises S. de R.L.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Current Owner of Record
UNIQUE DISCOVERIES	Canada	1321570 25-Oct-2006	TMA751022 23-Oct-2009	16	Seven Seas Cruises S. de R.L.
THE MOST INCLUSIVE LUXURY EXPERIENCE	China	17516247 27-Jul-2015	17516247 21-Sep-2016	39, 41, 43	Seven Seas Cruises S. de R.L.
LUXURY GOES EXPLORING	European Union	2327393 02-Aug-2001	2327393 05-Nov-2002	39, 41, 42	Seven Seas Cruises S. de R.L.
SERENE SPA & WELLNESS	European Union	018092728 09-Jul-2019	018092728 14-Dec-2019	39, 44	Seven Seas Cruises S. de R.L.
SEVEN SEAS ADVENTURER	European Union	2301760 16-Jul-2001	2301760 09-Dec-2002	39, 41, 42	Seven Seas Cruises S. de R.L.
SEVEN SEAS CRUISE LINE and Design	European Union	2898344 14-Oct-2002	2898344 17-Mar-2004	39, 41, 43	Seven Seas Cruises S. de R.L.
SEVEN SEAS CRUISES	European Union	005875951 04-May-2007	005875951 10-May-2008	39, 41, 43	Seven Seas Cruises S. de R.L.
SEVEN SEAS DIAMOND	European Union	2889707 14-Oct-2002	2889707 09-Mar-2004	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS DISCOVERER	European Union	002416212 18-Oct-2001	002416212 27-Feb-2003	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS ENDEAVOR	European Union	002302602 16-Jul-2001	002302602 31-Jul-2002	39, 41, 42	Seven Seas Cruises S. de R.L.
SEVEN SEAS EXPLORER	European Union	002409852 15-Oct-2001	002409852 05-Nov-2002	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS MARINER	European Union	002287159 04-Jul-2001	002287159 29-Nov-2002	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS NAVIGATOR	European Union	002288116 04-Jul-2001	002288116 10-Oct-2002	39, 41, 42	Seven Seas Cruises S. de R.L.
SEVEN SEAS VOYAGER	European Union	005875927 04-May-2007	005875927 10-Apr-2008	39, 41, 43	Seven Seas Cruises S. de R.L.
LUXURY PERFECTED	International Registration	A0083397 15-Feb-2019	IR 1458660 15-Feb-2019	39, 41	Seven Seas Cruises S. de R.L.

Mark	Jurisdiction	Serial No. Filing Date	Registration No. Registration Date	Class/es	Current Owner of Record
SEVEN SEAS SPLENDOR	International Registration	A0073626 15-Feb-2018	IR 1428208 15-Feb-2018	39	Seven Seas Cruises S. de R.L.
AN UNRIVALED EXPERIENCE	Mexico	2120240 23-Oct-2018	1964049 21-Jan-2019	39	Seven Seas Cruises S. de R.L.
AN UNRIVALED EXPERIENCE	Mexico	2120241 23-Oct-2018	1964050 21-Jan-2019	41	Seven Seas Cruises S. de R.L.
AN UNRIVALED EXPERIENCE	Mexico	2120244 23-Oct-2018	1964051 21-Jan-2019	43	Seven Seas Cruises S. de R.L.
SERENE SPA & WELLNESS	Mexico	2231834 09-Jul-2019	2059991 27-Nov-2019	39	Seven Seas Cruises S. de R.L.
SERENE SPA & WELLNESS	Mexico	2231833 09-Jul-2019	—	44	Seven Seas Cruises S. de R.L.
SEVEN SEAS SPLENDOR	Mexico	MX 2117759 15-Feb-2018	IR 1428208 15-Feb-2018	39	Seven Seas Cruises S. de R.L.
AN UNRIVALLED EXPERIENCE (DOUBLE "L")	New Zealand	1105008 17-Oct-2018	—	39, 41, 43	Seven Seas Cruises S. de R.L.
SEVEN SEAS CRUISES	Panama	184519-01 25-Sep-2009	184519 25-Sep-2009	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS CRUISES	Panama	184518-01 25-Sep-2009	184518 25-Sep-2009	43	Seven Seas Cruises S. de R.L.
AN UNRIVALED EXPERIENCE	USA	88/149971 10-Oct-2018	5823372 30-Jul-2019	39, 41, 43	Seven Seas Cruises S. de R.L.
ELITE SLUMBER	USA	87/572785 17-Aug-2017	5427875 20-Mar-2018	20, 24	Seven Seas Cruises S. de R.L.
LUXURY GOES EXPLORING	USA	76/207391 08-Feb-2001	2661799 17-Dec-2002	39, 41, 42	Seven Seas Cruises S. de R.L.
LUXURY PERFECTED	USA	88/295991 11-Feb-2019	5866574 24-Sep-2019	39, 41	Seven Seas Cruises S. de R.L.
SERENE SPA & WELLNESS	USA	88/494588 29-Jun-2019	6020527 24-Mar-2020	39, 44	Seven Seas Cruises S. de R.L.
SEVEN SEAS CRUISES	USA	77/173487 04-May-2007	3368575 15-Jan-2008	39, 43	Seven Seas Cruises S. de R.L.

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Class/es</b>	<b>Current Owner of Record</b>
SEVEN SEAS EXPLORER	USA	85/853961 19-Feb-2013	5073512 01-Nov-2016	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS MARINER	USA	78/066842 01-Jun-2001	2540614 19-Feb-2002	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS NAVIGATOR	USA	78/066846 01-Jun-2001	2571631 21-May-2002	39	Seven Seas Cruises S. de R.L.
SEVEN SEAS SPLENDOR	USA	87/682631 13-Nov-2017	6029657 07-Apr-2020	39, 41	Seven Seas Cruises S. de R.L.
SEVEN SEAS VOYAGER	USA	77/173396 04-May-2007	3388009 26-Feb-2008	39	Seven Seas Cruises S. de R.L.
THE MOST INCLUSIVE LUXURY EXPERIENCE	USA	86/513869 26-Jan-2015	4903025 16-Feb-2016	39, 41, 43	Seven Seas Cruises S. de R.L.
THE MOST LUXURIOUS SHIP EVER BUILT	USA	88/066494 06-Aug-2018	5823590 30-Jul-2019	39, 41, 43	Seven Seas Cruises S. de R.L.