

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583530

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GXI, LLC		06/28/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. BANK NATIONAL ASSOCIATION, AS PARI PASSU COLLATERAL AGENT
Street Address:	60 Livingston Avenue
Internal Address:	Attn: Carnival Administrator
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	6053935	DINEOCEAN
Registration Number:	6038916	JOURNEYVIEW
Registration Number:	6025772	OCEANPROFILE
Registration Number:	6064842	TAGALONG SPRINT
Serial Number:	87982851	OCEANCOMPASS
Serial Number:	87982728	KENO ON DECK
Serial Number:	87982729	ROULETTE ON DECK

CORRESPONDENCE DATA

Fax Number:

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.

Email: naffinito@paulweiss.com, lfranco@paulweiss.com,
aspoto@paulweiss.com, cmannino@paulweiss.com,
snygren@paulweiss.com

Correspondent Name: Natalie A. Affinito
Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

CH \$190.00 6053935

ATTORNEY DOCKET NUMBER:	3446-126
NAME OF SUBMITTER:	Natalie Affinito
SIGNATURE:	/Natalie Affinito/
DATE SIGNED:	06/29/2020

Total Attachments: 5

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Supplemental Notice of Grant of Security Interest in U.S. Trademarks

SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of June 28, 2020 (this “Notice”), made by GXI, LLC, a limited liability company duly organized and existing under the laws of Delaware (the “Pledgor”), in favor of U.S. BANK NATIONAL ASSOCIATION, as Pari Passu Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of April 8, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “U.S. Collateral Agreement”), among CARNIVAL PLC (the “Guarantor”), CARNIVAL CORPORATION, (the “Issuer” and together with Guarantor, the “Company”), each Subsidiary of the Company listed on *Schedule I* thereto as a Subsidiary Grantor and each Subsidiary of the Company that becomes a party thereto in such capacity (each, a “Subsidiary Grantor”) and U.S. BANK NATIONAL ASSOCIATION, as pari passu collateral agent for the Secured Parties referred to herein (together with its successors and assigns in such capacity, the “Pari Passu Collateral Agent”). The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Collateral Agreement also apply to this Notice.

SECTION 2. *Grant of Security Interest*. As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby pledges to the Pari Passu Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Pari Passu Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned by such Pledgor or in which such Pledgor now has any right, title or interest (collectively, the “Trademark Collateral”):

those Trademarks of the United States of America listed on Schedule I;

provided, however, that the foregoing grant of security interest does not and will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any grant of a security interest in or to an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. *Collateral Agreement*. The security interests granted to the Pari Passu Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Pari Passu Collateral Agent pursuant to the U.S. Collateral Agreement. Each Pledgor hereby acknowledges and

affirms that the rights and remedies of the Pari Passu Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.


SECTION 4. *Counterparts*. This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law*. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.


GXI, LLC

By:  _____

Name: Arnaldo Perez

Title: General Counsel & Secretary of Carnival Corporation, its sole member

U.S. BANK NATIONAL ASSOCIATION,
as Pari Passu Collateral Agent,

By: 

Name: Richard Prokosch
Title: Vice President

[Signature Page to Supplemental Notice of Grant of Security Interest in U.S. Trademarks]

TRADEMARK
REEL: 006981 FRAME: 0791

Schedule I
to Supplemental Notice of Grant of Security Interest in U.S. Trademarks

Trademarks Owned by GXI, LLC

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DINEOCEAN	6053935	May 12 2020
JOURNEYVIEW	6038916	Apr 21 2020
OCEANPROFILE	6025772	Mar 31 2020
TAGALONG SPRINT	6064842	May 26 2020

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
OCEANCOMPASS	87982851	Sep 28 2016 ¹
KENO ON DECK	87982728	Jul 5 2017 ²
ROULETTE ON DECK	87982729	Jul 6 2017 ³

¹ Notice of Acceptance of Statement of Use issued June 3, 2020.

² Notice of Acceptance of Statement of Use issued June 25, 2020.

³ Notice of Acceptance of Statement of Use issued June 25, 2020.