

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM583535

<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>
CARNIVAL CORPORATION		06/28/2020	Corporation: PANAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, AS PARI PASSU COLLATERAL AGENT		
<b>Street Address:</b>	60 Livingston Avenue		
<b>Internal Address:</b>	Attn: Carnival Administrator		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55107		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6020525	· CARNIVAL BREWS ·	
<b>Registration Number:</b>	6034225	CARNIVAL PANORAMA	
<b>Registration Number:</b>	5262705	CARNIVALIDAYS	
<b>Registration Number:</b>	5262675	DOCKBUSTER	
<b>Registration Number:</b>	6070523	THIRSTYFROG CRAFT BREWS	
<b>Serial Number:</b>	87982454	OCEAN REWARDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	naffinito@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com, cmannino@paulweiss.com, snygren@paulweiss.com		
<b>Correspondent Name:</b>	Natalie A. Affinito		
<b>Address Line 1:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 2:</b>	1285 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	003446-126		

CH \$165.00 6020525

<b>NAME OF SUBMITTER:</b>	Natalie Affinito
<b>SIGNATURE:</b>	/Natalie Affinito/
<b>DATE SIGNED:</b>	06/29/2020
<b>Total Attachments: 5</b> source=Carnival - Supplemental Notice of Grant of Security Interest in Trademarks (Carnival Corp) (Fully Executed)#page1.tif source=Carnival - Supplemental Notice of Grant of Security Interest in Trademarks (Carnival Corp) (Fully Executed)#page2.tif source=Carnival - Supplemental Notice of Grant of Security Interest in Trademarks (Carnival Corp) (Fully Executed)#page3.tif source=Carnival - Supplemental Notice of Grant of Security Interest in Trademarks (Carnival Corp) (Fully Executed)#page4.tif source=Carnival - Supplemental Notice of Grant of Security Interest in Trademarks (Carnival Corp) (Fully Executed)#page5.tif	

**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 CARNIVAL CORPORATION, a corporation duly organized and existing under the laws of the Republic of Panama (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”), the Pledgor, (Pledgor 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.

CARNIVAL CORPORATION

By:   
Name: Arnaldo Perez  
Title: General Counsel & Secretary

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

**TRADEMARK**  
**REEL: 006981 FRAME: 0814**

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: 0815**

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

Trademarks Owned by Carnival Corporation

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
· CARNIVAL BREWS ·	6020525	Mar 24 2020
CARNIVAL PANORAMA	6034225	Apr 14 2020
CARNIVALIDAYS	5262705	Aug 8 2017
DOCKBUSTER	5262675	Aug 8 2017
THIRSTYFROG CRAFT BREWS	6070523	Jun 2 2020

*U.S. Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
OCEAN REWARDS	87982454	Jun 11 2018 <sup>1</sup>

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<sup>1</sup> Notice of Acceptance of Statement of Use issued June 23, 2020.