

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588611

| | | | |
|-----------------------------------|--|--------------------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| SEABOURN CRUISE LINE LIMITED | | 07/20/2020 | Corporation: BERMUDA |
| 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: 35 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2796947 | | |
| Registration Number: | 4138692 | CAVIAR IN THE SURF | |
| Registration Number: | 2758684 | CLUB HERALD | |
| Registration Number: | 5330458 | EXTRAORDINARY WORLDS | |
| Registration Number: | 5222951 | HERALD | |
| Registration Number: | 2835942 | MASSAGE MOMENTS | |
| Registration Number: | 2841991 | PERSONAL VALET LUGGAGE SERVICE | |
| Registration Number: | 3134683 | SEABOURN | |
| Registration Number: | 5330481 | SEABOURN | |
| Registration Number: | 4251212 | SEABOURN ACADEMY | |
| Registration Number: | 2471100 | SEABOURN CLUB | |
| Registration Number: | 3777874 | SEABOURN CLUB HERALD | |
| Registration Number: | 4400115 | SEABOURN CONVERSATIONS | |
| Registration Number: | 4400116 | SEABOURN CONVERSATIONS | |
| Registration Number: | 5638223 | SEABOURN ENCORE | |
| Registration Number: | 5767066 | SEABOURN ENCORE | |
| Registration Number: | 2497643 | SEABOURN LEGEND | |
| Registration Number: | 3712513 | SEABOURN ODYSSEY | |
| TRADEMARK | | | |

CH \$890.00 2796947

| Property Type | Number | Word Mark |
|----------------------|---------|---|
| Registration Number: | 5656007 | SEABOURN OVATION |
| Registration Number: | 2471099 | SEABOURN PRIDE |
| Registration Number: | 4115610 | SEABOURN QUEST |
| Registration Number: | 2831353 | SEABOURN SHIELD |
| Registration Number: | 2788316 | SEABOURN SIGNATURE DELIGHTS |
| Registration Number: | 3874180 | SEABOURN SOJOURN |
| Registration Number: | 5955753 | SEABOURN SOURCE |
| Registration Number: | 2562847 | SEABOURN SPIRIT |
| Registration Number: | 2747658 | SEABOURN.COM |
| Registration Number: | 3781207 | THE YACHTS OF SEABOURN |
| Registration Number: | 3781208 | THIS IS MY YACHT. |
| Registration Number: | 5161747 | VENTURES BY SEABOURN |
| Registration Number: | 5161750 | VENTURES BY SEABOURN |
| Registration Number: | 5908431 | WORLD'S FINEST ULTRA-LUXURY CRUISE LINE |
| Registration Number: | 5233632 | WORLD'S FINEST ULTRA-LUXURY CRUISE LINE |
| Registration Number: | 6059317 | EARTH OCEAN AT THE PATIO |
| Registration Number: | 2167162 | SEABOURN |

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, cmannino@paulweiss.com,
lfranco@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

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 03446-126 |
| NAME OF SUBMITTER: | Natalie Affinito |
| SIGNATURE: | /Natalie Affinito/ |
| DATE SIGNED: | 07/27/2020 |

Total Attachments: 5

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Notice of Grant of Second Lien Security Interest in U.S. Trademarks

NOTICE OF GRANT OF SECOND LIEN SECURITY INTEREST IN U.S. TRADEMARKS, dated as of July 20, 2020 (this “Notice”), made by SEABOURN CRUISE LINE LIMITED, a corporation duly organized and existing under the laws of Bermuda (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. Second Lien Collateral Agreement, dated as of July 20, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “U.S. Second Lien 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. Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Second Lien 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 owned by such Pledgor as of the 2023 Secured Notes Issue Date or in which such Pledgor had as of the 2023 Secured Notes Issue Date any right, title or interest (collectively, the “Trademark Collateral”):

all Trademarks of the United States of America, including those 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. ***Subject to Intercreditor Agreements; Conflicts.*** Notwithstanding anything herein to the contrary, (i) the Liens and security interests

granted to the Pari Passu Collateral Agent for the benefit of the Secured Parties pursuant to this Notice and (ii) the exercise of any right (including the voting rights and the connected administrative rights pertaining to the pledgee) or remedy by the Pari Passu Collateral Agent hereunder or the application of proceeds (including insurance and condemnation proceeds) of any Collateral, in each case, are subject to the limitations and provisions of any applicable Intercreditor Agreement to the extent provided therein. In the event of any conflict between the terms of such applicable Intercreditor Agreement and the terms of this Notice, the terms of such applicable Intercreditor Agreement shall govern.

SECTION 4. *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. Second Lien 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. Second Lien 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. Second Lien Collateral Agreement, the terms of the U.S. Second Lien Collateral Agreement shall govern.

SECTION 5. *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.

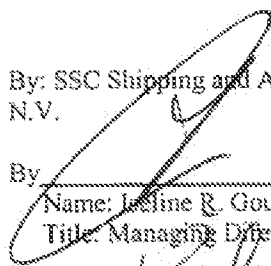
SECTION 6. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED 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.

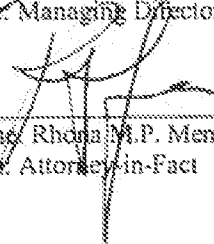
[Signature Pages Follow]

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

SEABOURN CRUISE LINE LIMITED

By: SSC Shipping and Air Services (Curacao)
N.V.

By 
Name: Jaeline R. Gouverneur
Title: Managing Director

By 
Name: Rhoda M.P. Mendez
Title: Attorney-in-Fact

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

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

By: 

Name: Richard Prokosch
Title: Vice President

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

Trademarks Owned by Seabourn Cruise Line Limited

U.S. Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-------------------------|--------------------------|
| (Device Only) | 2796947 | Dec 23 2003 |
| CAVIAR IN THE SURF | 4138692 | May 8 2012 |
| CLUB HERALD | 2758684 | Sep 2 2003 |
| EXRTRAORDINARY WORLDS | 5330458 | Nov 7 2017 |
| HERALD | 5222951 | Jun 13 2017 |
| MASSAGE MOMENTS | 2835942 | Apr 27 2004 |
| PERSONAL VALET LUGGAGE SERVICE | 2841991 | May 11 2004 |
| SEABOURN | 2167162 | Jun 23 1998 |
| SEABOURN | 3134683 | Aug 29 2006 |
| SEABOURN | 5330481 | Nov 7 2017 |
| SEABOURN ACADEMY | 4251212 | Nov 27 2012 |
| SEABOURN CLUB | 2471100 | Jul 24 2001 |
| SEABOURN CLUB HERALD | 3777874 | Apr 20 2010 |
| SEABOURN CONVERSATIONS | 4400115 | Sep 10 2013 |
| SEABOURN CONVERSATIONS | 4400116 | Sep 10 2013 |
| SEABOURN ENCORE | 5638223 | Dec 25 2018 |
| SEABOURN ENCORE | 5767066 | Jun 4 2019 |
| SEABOURN LEGEND | 2497643 | Oct 16 2001 |
| SEABOURN ODYSSEY | 3712513 | Nov 17 2009 |
| SEABOURN OVATION | 5656007 | Jan 15 2019 |
| SEABOURN PRIDE | 2471099 | Jul 24 2001 |
| SEABOURN QUEST | 4115610 | Mar 20 2012 |
| SEABOURN SHIELD | 2831353 | Apr 13 2004 |
| SEABOURN SIGNATURE DELIGHTS | 2788316 | Dec 2 2003 |
| SEABOURN SOJOURN | 3874180 | Nov 9 2010 |
| SEABOURN SOURCE | 5955753 | Jan 7 2020 |
| SEABOURN SPIRIT | 2562847 | Apr 23 2002 |
| SEABOURN.COM | 2747658 | Aug 5 2003 |
| THE YACHTS OF SEABOURN | 3781207 | Apr 27 2010 |
| THIS IS MY YACHT | 3781208 | Apr 27 2010 |
| VENTURES BY SEABOURN | 5161747 | Mar 14 2017 |
| VENTURES BY SEABOURN | 5161750 | Mar 14 2017 |
| WORLD'S FINEST ULTRA-LUXURY CRUISE LINE | 5908431 | Nov 12 2019 |
| WORLD'S FINEST ULTRA-LUXURY CRUISE LINE | 5233632 | Jun 27 2017 |
| EARTH OCEAN AT THE PATIO | 6059317 | May 19 2020 |