

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588621

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOLLAND AMERICA LINE N.V.		07/20/2020	Corporation: CURACAO
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: 46			
Property Type	Number	Word Mark	
Registration Number:	1407976		
Registration Number:	5065735		
Registration Number:	1956142	AIRPLUS SERVICE	
Registration Number:	2171793	CLUB HAL	
Registration Number:	5631003	COMMITTED TO YOUR SUCCESS	
Registration Number:	3880640	CRUISE WITH PURPOSE	
Registration Number:	4051013	CULINARY COUNCIL	
Registration Number:	5885723	EXC	
Registration Number:	5381785	EXC CHANNEL	
Registration Number:	5635951	EXC IN-DEPTH	
Registration Number:	5938375	EXC PORT TO TABLE	
Registration Number:	5381784	EXC TALKS	
Registration Number:	5481855	EXC TOURS	
Registration Number:	6034032	EXPLORATIONS CENTRAL	
Registration Number:	4391274	FLIGHT EASE	
Registration Number:	1407088	HOLLAND AMERICA	
Registration Number:	0995488	HOLLAND AMERICA CRUISES	
Registration Number:	2326802	HOLLAND AMERICA LINE	
TRADEMARK			

CH \$1165.00 1407976

Property Type	Number	Word Mark
Registration Number:	3992785	HOLLAND AMERICA LINE DIGITAL WORKSHOP
Registration Number:	5272090	HOLLAND AMERICA LINE NAVIGATOR
Registration Number:	5272139	HOLLAND AMERICA LINE PRIVILEGES
Registration Number:	1648371	HOLLAND AMERICA WESTOURS
Registration Number:	5065740	JOURNEYS ASHORE
Registration Number:	2023991	MARINER
Registration Number:	2373913	MARINER SOCIETY
Registration Number:	1475344	MCKINLEY EXPLORER
Registration Number:	3957122	MS NIEUW AMSTERDAM
Registration Number:	5069532	MUSIC WALK
Registration Number:	4364908	ON DECK FOR A CAUSE
Registration Number:	3430092	ON STAGE ALASKA
Registration Number:	3430093	ON STAGE ALASKA
Registration Number:	5312735	OUR BOLD NEW STORY
Registration Number:	4933714	PARTNERSHIPS
Registration Number:	5630830	PARTNERSHIPS COMMITTED TO YOUR SUCCESS
Registration Number:	5630831	PARTNERSHIPS COMMITTED TO YOUR SUCCESS
Registration Number:	5908433	PORT TO TABLE
Registration Number:	5065676	SAVOR THE JOURNEY
Registration Number:	1923036	S-E-A
Registration Number:	1230390	SEAFARER
Registration Number:	1947546	SEAGOING ENVIRONMENTAL AWARENESS
Registration Number:	3745556	SHIP FLICKS
Registration Number:	1971939	SUNFARER
Registration Number:	3868135	TRAVEL WELL
Registration Number:	1625244	WAYFARER
Registration Number:	933017	WESTOURS
Registration Number:	1991621	WORLDWIDE SHORE SERVICES

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

TRADEMARK
REEL: 007008 FRAME: 0296

NAME OF SUBMITTER:	Natalie Affinito
SIGNATURE:	/Natalie Affinito/
DATE SIGNED:	07/27/2020
Total Attachments: 6 source=2L TM Notice (HAL NV) - updated#page1.tif source=2L TM Notice (HAL NV) - updated#page2.tif source=2L TM Notice (HAL NV) - updated#page3.tif source=2L TM Notice (HAL NV) - updated#page4.tif source=2L TM Notice (HAL NV) - updated#page5.tif source=2L TM Notice (HAL NV) - updated#page6.tif	

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 HOLLAND AMERICA LINE N.V., a corporation duly organized and existing under the laws of Curacao (formerly the Netherlands Antilles) (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.

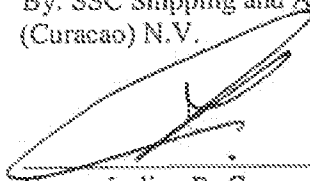
SECTION 6. *Governing Law.* THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED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

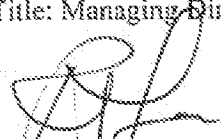
IN WITNESS WHEREOF, the parties hereto have duly executed this
Notice as of the day and year first above written.

HOLLAND AMERICA LINE N.V.

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



Name: Iseline R. Gouverneur
Title: Managing Director



Name: Rhona 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 Holland America Line N.V.

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
(Device Only)	1407976	Sep 2 1986
(Device Only)	5065735	Oct 18 2016
AIRPLUS SERVICE	1956142	Feb 13 1996
CLUB HAL	2171793	Jul 7 1998
COMMITTED TO YOUR SUCCESS	5631003	Dec 18 2018
CRUISE WITH PURPOSE	3880640	Nov 23 2010
CULINARY COUNCIL	4051013	Nov 1 2011
EXC	5885723	Oct 15 2019
EXC CHANNEL	5381785	Jan 16 2018
EXC IN-DEPTH	5635951	Dec 25 2018
EXC PORT TO TABLE	5938375	Dec 17 2019
EXC TALKS	5381784	Jan 16 2018
EXC TOURS	5481855	May 29 2018
EXPLORATIONS CENTRAL	6034032	Apr 14 2020
FLIGHT EASE	4391274	Aug 27 2013
HOLLAND AMERICA	1407088	Aug 26 1986
HOLLAND AMERICA CRUISES	0995488	Oct 8 1974
HOLLAND AMERICA LINE	2326802	Mar 7 2000
HOLLAND AMERICA LINE DIGITAL WORKSHOP	3992785	Jul 12 2011
HOLLAND AMERICA LINE NAVIGATOR	5272090	Aug 22 2017
HOLLAND AMERICA LINE PRIVILEGES	5272139	Aug 22 2017
HOLLAND AMERICA WESTOURS	1648371	Jun 18 1991
JOURNEYS ASHORE	5065740	Oct 18 2016
MARINER	2023991	Dec 17 1996
MARINER SOCIETY	2373913	Aug 1 2000
MCKINLEY EXPLORER	1475344	Feb 2 1988
MS NIEUW AMSTERDAM	3957122	May 10 2011
MUSIC WALK	5069532	Oct 25 2016
ON DECK FOR A CAUSE	4364908	Jul 9 2013
ON STAGE ALASKA	3430092	May 20 2008
ON STAGE ALASKA	3430093	May 20 2008
OUR BOLD NEW STORY	5312735	Oct 17 2017
PARTNERSHIPS	4933714	Apr 5 2016
PARTNERSHIPS COMMITTED TO YOUR SUCCESS	5630830	Dec 18 2018
PARTNERSHIPS COMMITTED TO YOUR SUCCESS	5630831	Dec 18 2018
PORT TO TABLE	5908433	Nov 12 2019
SAVOR THE JOURNEY	5065676	Oct 18 2016
S-E-A	1923036	Sep 26 1995
SEAFARER	1230390	Mar 8 1983
SEAGOING ENVIRONMENTAL AWARENESS	1947546	Jan 9 1996
SHIP FLICKS	3745556	Feb 2 2010
SUNFARER	1971939	Apr 30 1996
TRAVEL WELL	3868135	Oct 26 2010
WAYFARER	1625244	Nov 27 1990

Mark	Registration No.	Registration Date
WESTOURS	933017	Apr 25 1972
WORLDWIDE SHORE SERVICES	1991621	Aug 6 1996