

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM588625

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name         | Formerly | Execution Date | Entity Type                    |
|--------------|----------|----------------|--------------------------------|
| CARNIVAL PLC |          | 07/20/2020     | Corporation: ENGLAND AND WALES |

## RECEIVING PARTY DATA

|                          |  |
|--------------------------|--|
| <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                    |

## PROPERTY NUMBERS Total: 56

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 1362488 | ISLAND PRINCESS   |
| Registration Number: | 1361054 | PACIFIC PRINCESS  |
| Registration Number: | 895711  | PRINCESS CRUISES  |
| Registration Number: | 895712  | PRINCESS CRUISES  |
| Registration Number: | 1078605 | PRINCESS TOURS    |
| Registration Number: | 3203934 | ROYAL PRINCESS    |
| Registration Number: | 1362487 | SEA PRINCESS      |
| Registration Number: | 2403330 |                   |
| Registration Number: | 3076438 | BRITANNIA         |
| Registration Number: | 2131974 | CUNARD            |
| Registration Number: | 1487964 | CUNARD            |
| Registration Number: | 0927552 | CUNARD            |
| Registration Number: | 2979914 | CUNARD            |
| Registration Number: | 4971286 | CUNARD            |
| Registration Number: | 2900746 | CUNARD CONNEXIONS |
| Registration Number: | 3417320 | CUNARD INSIGHTS   |
| Registration Number: | 1840930 | CUNARD            |
| Registration Number: | 1646305 | CUNARD            |

TRADEMARK

| Property Type        | Number   | Word Mark                                |
|----------------------|----------|--|
| Registration Number: | 3257376  | CUNARD WHITE STAR SERVICE                |
| Registration Number: | 2375492  | CUNARD WORLD CLUB                        |
| Registration Number: | 1634995  | CUNARD-CARE                              |
| Registration Number: | 2416711  |  |
| Registration Number: | 2052553  |  |
| Registration Number: | 4002692  | QE                                       |
| Registration Number: | 4492879  | QE2                                      |
| Registration Number: | 2867020  | QM2                                      |
| Registration Number: | 2848873  | QM2                                      |
| Registration Number: | 2961553  | QM2                                      |
| Registration Number: | 4112358  | QUEEN ELIZABETH                          |
| Registration Number: | 4026802  | QUEEN ELIZABETH                          |
| Registration Number: | 4023014  | QUEEN ELIZABETH                          |
| Registration Number: | 4599229  | QUEEN ELIZABETH 2                        |
| Registration Number: | 3077857  | QUEEN MARY 2                             |
| Registration Number: | 2891488  | QUEEN MARY 2                             |
| Registration Number: | 3406436  | QUEEN VICTORIA                           |
| Registration Number: | 3747762  | QV                                       |
| Registration Number: | 3990284  | QV                                       |
| Registration Number: | 0972091  | ROYAL VIKING                             |
| Registration Number: | 1866446  |  |
| Registration Number: | 1787084  |  |
| Registration Number: | 5221023  |  |
| Registration Number: | 3196193  | THE CUNARDER                             |
| Registration Number: | 3333095  | THE MOST FAMOUS OCEAN LINERS IN THE WORL |
| Registration Number: | 2330874  | WHITE STAR                               |
| Registration Number: | 2622550  | WHITE STAR                               |
| Registration Number: | 3257378  | WHITE STAR                               |
| Registration Number: | 5239157  | BRITANNIA                                |
| Serial Number:       | 88588772 | AQUITANIA                                |
| Serial Number:       | 88588812 | KING JAMES                               |
| Serial Number:       | 87847329 | MAREEL                                   |
| Serial Number:       | 88588755 | MAURETANIA                               |
| Serial Number:       | 88588786 | QUEEN ANNE                               |
| Serial Number:       | 88588802 | QUEEN ISABELLA                           |
| Serial Number:       | 88150423 |  |
| Serial Number:       | 88294870 | THE CROW'S NEST                          |
| Serial Number:       | 88673123 | WHITE STAR LINE                          |

**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

|                                |           |
|--------------------------------|-----------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 03446-126 |
|--------------------------------|-----------|

|                           |                  |
|---------------------------|------------------|
| <b>NAME OF SUBMITTER:</b> | Natalie Affinito |
|---------------------------|------------------|

|                   |                    |
|-------------------|--------------------|
| <b>SIGNATURE:</b> | /Natalie Affinito/ |
|-------------------|--------------------|

|                     |            |
|---------------------|------------|
| <b>DATE SIGNED:</b> | 07/27/2020 |
|---------------------|------------|

**Total Attachments: 6**

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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 CARNIVAL PLC, a company incorporated and registered under the laws of England and Wales (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 the Pledgor, CARNIVAL CORPORATION, (the “Issuer” and together with the Pledgor, 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.

CARNIVAL PLC

By: 

\_\_\_\_\_  
Name: Darrell Campbell

Title: Treasurer

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

**TRADEMARK**  
**REEL: 007008 FRAME: 0316**

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 Carnival plc

*U.S. Trademark Registrations*

| <u>Mark</u>                       | <u>Registration No.</u> | <u>Registration Date</u> |
|-----------------------------------|-------------------------|--------------------------|
| ISLAND PRINCESS                   | 1362488                 | Sept 24 1985             |
| PACIFIC PRINCESS                  | 1361054                 | Sept 17 1985             |
| PRINCESS CRUISES                  | 895711                  | July 28 1970             |
| PRINCESS CRUISES & SEA WITCH LOGO | 895712                  | July 28 1970             |
| PRINCESS TOURS                    | 1078605                 | Nov 29 1977              |
| ROYAL PRINCESS                    | 3203934                 | Jan 30 2007              |
| SEA PRINCESS                      | 1362487                 | Sept 24 1985             |
| Design                            | 2403330                 | Nov 14 2000              |
| BRITANNIA                         | 3076438                 | Apr 4 2006               |
| CUNARD                            | 2131974                 | Jan 27 1998              |
| CUNARD                            | 1487964                 | May 10 1988              |
| CUNARD                            | 0927552                 | Jan 18 1972              |
| CUNARD                            | 2979914                 | July 26 2005             |
| CUNARD                            | 4971286                 | June 7 2016              |
| CUNARD CONNEXIONS                 | 2900746                 | Nov 2 2004               |
| CUNARD INSIGHTS                   | 3417320                 | Apr 29 2008              |
| Design                            | 1840930                 | June 21 1994             |
| Design                            | 1646305                 | May 28 1991              |
| CUNARD WHITE STAR SERVICE         | 3257376                 | July 3 2007              |
| CUNARD WORLD CLUB                 | 2375492                 | Aug 8 2000               |
| CUNARD-CARE                       | 1634995                 | Feb 12 1991              |
| Design                            | 2416711                 | Jan 2 2001               |
| Design                            | 2052553                 | Apr 15 1997              |
| QE                                | 4002692                 | July 26 2011             |
| QE2                               | 4492879                 | Mar 11 2014              |
| QM2                               | 2867020                 | July 27 2004             |
| Design                            | 2848873                 | June 1 2004              |
| Design                            | 2961553                 | June 7 2005              |
| QUEEN ELIZABETH                   | 4112358                 | Mar 13 2012              |
| QUEEN ELIZABETH                   | 4026802                 | Sept 13 2011             |
| QUEEN ELIZABETH                   | 4023014                 | Sept 6 2011              |
| QUEEN ELIZABETH 2                 | 4599229                 | Sept 9 2014              |
| QUEEN MARY 2                      | 3077857                 | Apr 4 2006               |
| QUEEN MARY 2                      | 2891488                 | Oct 5 2004               |
| QUEEN VICTORIA                    | 3406436                 | Apr 1 2008               |
| QV                                | 3747762                 | Feb 9 2010               |
| QV                                | 3990284                 | July 5 2011              |
| ROYAL VIKING                      | 0972091                 | Oct 30 1973              |
| Design                            | 1866446                 | Dec 6 1994               |
| Design                            | 1787084                 | Aug 10 1993              |



|   |         |              |
|---|---------|--------------|
| Design                                    | 5221023 | June 13 2017 |
| THE CUNARDER                              | 3196193 | Jan 9 2007   |
| THE MOST FAMOUS OCEAN LINERS IN THE WORLD | 3333095 | Nov 13 2007  |
| WHITE STAR                                | 2330874 | Mar 21 2000  |
| WHITE STAR                                | 2622550 | Sept 24 2002 |
| WHITE STAR                                | 3257378 | July 3 2007  |
| BRITANNIA                                 | 5239157 | Dec 4 2015   |

*U.S. Trademark Applications*

| <u>Mark</u>              | <u>Application No.</u> | <u>Filing Date</u> |
|--------------------------|------------------------|--------------------|
| AQUITANIA                | 88588772               | Aug 22 2019        |
| KING JAMES               | 88588812               | Aug 22 2019        |
| MAREEL                   | 87847329               | Mar 23 2018        |
| MAURETANIA               | 88588755               | Aug 22 2019        |
| QUEEN ANNE               | 88588786               | Aug 22 2019        |
| QUEEN ISABELLA           | 88588802               | Aug 22 2019        |
| Design                   | 88150423               | Oct 10 2018        |
| THE CROW'S NEST          | 88294870               | Feb 8 2019         |
| WHITE STAR LINE + Design | 88673123               | Oct 29 2019        |