

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GXI, LLC		08/11/2020	Limited Liability Company:
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: 5			
Property Type	Number	Word Mark	
Registration Number:	5562816	BINGO ON DECK	
Registration Number:	5445142	GOOD SPIRITS	
Serial Number:	87186509	OCEANTAGALONG	
Serial Number:	87186323	MEDALLIONCLASS	
Serial Number:	87186135	OCEANCONCIERGE	
CORRESPONDENCE DATA			
Fax Number:			
	<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>		
Email:	naffinito@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		
ATTORNEY DOCKET NUMBER:	3446-126		
NAME OF SUBMITTER:	Natalie Affinito		
SIGNATURE:	/Natalie Affinito/		
DATE SIGNED:	08/12/2020		

CH \$140.00 5562816

Total Attachments: 5

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

SUPPLEMENTAL NOTICE OF GRANT OF SECOND LIEN SECURITY INTEREST IN U.S. TRADEMARKS, dated as of August 11, 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. 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”):

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. *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.

GXI, LLC

By:  _____

Name: Arnaldo Perez

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

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

TRADEMARK
REEL: 007025 FRAME: 0733

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

By: 

Name: Richard Prokosch
Title: Vice President

Schedule I
to Supplemental Notice of Grant of Second Lien 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>
BINGO ON DECK	5562816	Sep 11 2018
GOOD SPIRITS	5445142	Apr 10 2018

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
OCEAN TAGALONG	87186509	Sep 28 2016 ¹
MEDALLIONCLASS	87186323	Sep 28 2016 ²
OCEANCONCIERGE	87186135	Sep 28 2016 ³

¹ Statement of Use accepted by the USPTO as of July 29, 2020.

² Statement of Use accepted by the USPTO as of August 6, 2020.

³ Statement of Use accepted by the USPTO as of August 7, 2020.