

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639882

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Partial Release of Security Interest
<b>RESUBMIT DOCUMENT ID:</b>	900603598

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		03/19/2021	National Association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	ROYAL CARIBBEAN CRUISES LTD.
<b>Street Address:</b>	1050 Caribbean Way
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33132-2096
<b>Entity Type:</b>	Corporation: LIBERIA
<b>Name:</b>	CELEBRITY CRUISES INC.
<b>Street Address:</b>	1050 Caribbean Way
<b>City:</b>	Miami
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33132-2096
<b>Entity Type:</b>	Corporation: LIBERIA

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3852682	A
<b>Registration Number:</b>	3377865	AZAMARA
<b>Registration Number:</b>	3852680	AZAMARA CLUB CRUISES
<b>Registration Number:</b>	3526851	AZAMARA JOURNEY
<b>Registration Number:</b>	5993447	AZAMARA PURSUIT
<b>Registration Number:</b>	3526852	AZAMARA QUEST
<b>Registration Number:</b>	4752090	AZAMAZING EVENINGS
<b>Registration Number:</b>	5760248	CRUISE GLOBAL, CONNECT LOCAL
<b>Registration Number:</b>	4890454	CRUISE GLOBAL. EAT LOCAL.
<b>Registration Number:</b>	4139097	DESTINATION IMMERSION
<b>Registration Number:</b>	3587658	JOURNEY

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	4820746	LONGER STAYS. MORE OVERNIGHTS. NIGHT TOU
Registration Number:	4743749	NIGHTS AND COOL PLACES
Registration Number:	5993448	PURSUIT
Registration Number:	5226210	QUEST
Registration Number:	5704059	STAY LONGER. EXPERIENCE MORE.
Serial Number:	88774868	AZAMARA CIRCLE
Serial Number:	88477209	AZAMAZING
Serial Number:	88476569	
Serial Number:	87819468	EXPLORE FURTHER
Serial Number:	88174967	INTENSIVE

**CORRESPONDENCE DATA**

**Fax Number:** 2127352000

*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.*

**Phone:** 212-735-2811

**Email:** mribando@skadden.com

**Correspondent Name:** Skadden, Arps, Slate, Meagher & Flom LLP

**Address Line 1:** One Manhattan West

**Address Line 2:** Monique L. Ribando

**Address Line 4:** New York, NEW YORK 10001-8602

<b>ATTORNEY DOCKET NUMBER:</b>	198160/22
<b>NAME OF SUBMITTER:</b>	Andrew Alvarez
<b>SIGNATURE:</b>	/s/ Andrew Alvarez
<b>DATE SIGNED:</b>	04/16/2021

**Total Attachments: 7**

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**PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated March 19, 2021, is made by THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (“BNYM”), in its capacity as security agent under the Indenture referred to below (in such capacity, together with its successors in such capacity, the “Security Agent”), in favor of ROYAL CARIBBEAN CRUISES LTD., a Liberian corporation, and CELEBRITY CRUISES INC., a Liberian corporation (each a “Grantor” and collectively the “Grantors”). All capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the IP Security Agreement or the Indenture (each as defined below), as applicable.

WHEREAS, the Grantors, the other parties party thereto from time to time and BNYM, as Trustee and as Security Agent, entered into an Indenture, dated May 19, 2020 (as amended, supplemented and/or otherwise modified from time to time, the “Indenture”);

WHEREAS, each Grantor has executed and delivered that certain Pledge and Security Agreement, dated May 19, 2020, made by the Grantors to the Security Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Pledge and Security Agreement”);

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors granted to the Security Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and executed that certain Intellectual Property Security Agreement, dated May 19, 2020, in favor of the Security Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “IP Security Agreement”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on May 20, 2020 at Reel 6943, Frame 0194; and

WHEREAS, in accordance with the provisions of the Indenture and the Pledge and Security Agreement, certain Collateral (including the Trademarks and trademark registrations and applications set forth on Schedule I hereto, the “Released Collateral”) has been the subject of a Disposition which is not prohibited by the Indenture, the Liens in such Collateral granted under the Pledge and Security Agreement and IP Security Agreement automatically terminated upon such Disposition and such Collateral is free and clear of all such Liens after giving effect to such Disposition;

WHEREAS, pursuant to Section 8.12(c) of the Pledge and Security Agreement, the Security Agent has agreed to release its security interest in and to a portion of the Collateral that was granted pursuant to the Pledge and Security Agreement and IP Security Agreement, specifically, the Released Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Security Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Security Agent hereby releases and fully discharges, without any recourse, representation, warranty or other assurance of any kind, its lien on and security interest in (and any other of its right, title and interest in and to) the Released Collateral, including the trademark registrations and applications listed on Schedule I hereto, that was pledged, assigned or granted to it pursuant to the IP Security Agreement or Pledge and Security Agreement.

SECTION 2. Recordation. The Security Agent authorizes and requests, at the Grantors' sole cost and expense, that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Release.


SECTION 3. Execution. Delivery of an executed signature page of this Release by email or other electronic (including in “.pdf” or “.tif” format) means shall be as effective as delivery of a manually executed signature page of this Release.

SECTION 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York, without reference to any conflicts of law provisions which would require the application of the laws of any other State or jurisdiction.

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IN WITNESS WHEREOF, the Security Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A.**, not in its  
individual capacity but solely as Security Agent

By:   
Name: Stephanie Dunning  
Title: Associate

SCHEDULE I  
to  
PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations/Applications

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. / Date</b>	<b>App. No. / Filed</b>	<b>Owner</b>
A	United States	3852682 28-SEP-2010	77888961 08-DEC-2009	Royal Caribbean Cruises Ltd.
AZAMARA	United States	3377865 05-FEB-2008	77194878 31-MAY-2007	Royal Caribbean Cruises Ltd.
AZAMARA CIRCLE	United States	N/A	88774868 27-JAN-2020	Royal Caribbean Cruises Ltd.
AZAMARA CLUB CRUISES	United States	3852680 28-SEP-2010	77888945 08-DEC-2009	Royal Caribbean Cruises Ltd.
AZAMARA JOURNEY	United States	3526851 04-NOV-2008	77381570 27-JAN-2008	Royal Caribbean Cruises Ltd.
AZAMARA PURSUIT	United States	5993447 25-FEB-2020	87621969 26-SEP-2017	Royal Caribbean Cruises Ltd.
AZAMARA QUEST	United States	3526852 04-NOV-2008	77381571 27-JAN-2008	Royal Caribbean Cruises Ltd.
AZAMAZING	United States	N/A	88477209 17-JUN-2019	Royal Caribbean Cruises Ltd.
AZAMAZING EVENINGS	United States	4752090 09-JUN-2015	86470966 04-DEC-2014	Royal Caribbean Cruises Ltd.
CRUISE GLOBAL, CONNECT LOCAL	United States	5760248 28-MAY-2019	87502511 23-JUN-2017	Royal Caribbean Cruises Ltd.
CRUISE GLOBAL. EAT LOCAL.	United States	4890454 19-JAN-2016	86496393 06-JAN-2015	Royal Caribbean Cruises Ltd.
DESIGN ONLY	United States	N/A	88476569 17-JUN-2019	Royal Caribbean Cruises Ltd.
DESTINATION IMMERSION	United States	4139097 08-MAY-2012	85424716 16-SEP-2011	Royal Caribbean Cruises Ltd.
EXPLORE FURTHER	United States	N/A	87819468 04-MAR-2018	Royal Caribbean Cruises Ltd.
INTENSIVE	United States	N/A	88174967 30-OCT-2018	Royal Caribbean Cruises Ltd.
JOURNEY	United States	3587658 10-MAR-2009	77054579 30-NOV-2006	Royal Caribbean Cruises Ltd.
LONGER STAYS. MORE OVERNIGHTS. NIGHT TOURING.	United States	4820746 29-SEP-2015	86345928 23-JUL-2014	Royal Caribbean Cruises Ltd.

<b>Trademark</b>	<b>Country</b>	<b>Reg. No. / Date</b>	<b>App. No. / Filed</b>	<b>Owner</b>
NIGHTS AND COOL PLACES	United States	4743749 26-MAY-2015	86470968 04-DEC-2014	Royal Caribbean Cruises Ltd.
PURSUIT	United States	5993448 25-FEB-2020	87621971 26-SEP-2017	Royal Caribbean Cruises Ltd.
QUEST	United States	5226210 20-JUN-2017	87017604 28-APR-2016	Royal Caribbean Cruises Ltd.
STAY LONGER. EXPERIENCE MORE.	United States	5704059 19-MAR-2019	87502440 23-JUN-2017	Royal Caribbean Cruises Ltd.