

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721590

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Grant of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CARNIVAL CORPORATION		04/08/2022	Corporation: PANAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to 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		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6687253	BOLT	
<b>Registration Number:</b>	6687250	MARDI GRAS	
<b>Registration Number:</b>	6687254	ULTIMATE SEA COASTER	
<b>Serial Number:</b>	88042435	CARNIVAL'S FUN TEAM FRIENDS · UNITING ·N	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124920102		
<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>			
<b>Phone:</b>	(212) 373-3102		
<b>Email:</b>	naffinito@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com		
<b>Correspondent Name:</b>	Natalie A. Affinito		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	Paul Weiss Rifkind Wharton & Garrison LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	003446-127		
<b>NAME OF SUBMITTER:</b>	Natalie A. Affinito		
<b>SIGNATURE:</b>	/Natalie Affinito/		

CH \$115.00 6687253

<b>DATE SIGNED:</b>	04/15/2022
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**Total Attachments: 5**

- source=Carnival Corp - 2022 Q1 - Supp Notice of Grant of 1L Security Interest in TMs (Executed)#page1.tif
- source=Carnival Corp - 2022 Q1 - Supp Notice of Grant of 1L Security Interest in TMs (Executed)#page2.tif
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- source=Carnival Corp - 2022 Q1 - Supp Notice of Grant of 1L Security Interest in TMs (Executed)#page4.tif
- source=Carnival Corp - 2022 Q1 - Supp Notice of Grant of 1L Security Interest in TMs (Executed)#page5.tif

**Supplemental Notice of Grant of Security Interest in U.S. Trademarks**

SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of April 8, 2022 (this “Notice”), made by CARNIVAL CORPORATION, a corporation duly organized and existing under the laws of the Republic of Panama (the “Pledgor”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. BANK NATIONAL ASSOCIATION), as Pari Passu Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of April 8, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “U.S. Collateral Agreement”), among CARNIVAL PLC (the “Guarantor”), the Pledgor, (Pledgor 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 TRUST COMPANY, NATIONAL ASSOCIATION (as successor to 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. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. 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. 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. 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. 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. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

**SECTION 4. 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 5. 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 CORPORATION

By:  \_\_\_\_\_  
Name: Arnaldo Perez  
Title: Company Secretary

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

By:  \_\_\_\_\_  
Name: Brandon Bonfig  
Title: Vice President

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

Trademarks Owned by Carnival Corporation

U.S. Trademark Applications and Registrations

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BOLT	88227258	December 12, 2018 <sup>1</sup>	6687253	March 29, 2022
MARDI GRAS	88216467	December 4, 2018 <sup>2</sup>	6687250	March 29, 2022
ULTIMATE SEA COASTER	88227261	December 12, 2018 <sup>3</sup>	6687254	March 29, 2022
CARNIVAL'S FUN TEAM FRIENDS UNITING NEIGHBORS	88042435	July 18, 2018 <sup>4</sup>	--	--

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<sup>1</sup> Statement of Use accepted by the USPTO as of February 19, 2022.

<sup>2</sup> Statement of Use accepted by the USPTO as of February 19, 2022.

<sup>3</sup> Statement of Use accepted by the USPTO as of February 19, 2022.

<sup>4</sup> Statement of Use accepted by the USPTO as of March 24, 2022.