

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM789483

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SEVEN SEAS CRUISES S. DE R.L.		02/22/2023	Limited Liability Company: PANAMA
OCEANIA CRUISES S. DE R.L.		02/22/2023	Limited Liability Company: PANAMA
PRESTIGE CRUISE HOLDINGS S. DE R.L.		02/22/2023	Limited Liability Company: PANAMA

## RECEIVING PARTY DATA

<b>Name:</b>	U.S. Bank Trust Company, National Association
<b>Street Address:</b>	60 Livingston Ave
<b>Internal Address:</b>	West Side Flats St Paul
<b>City:</b>	Saint Paul
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55107
<b>Entity Type:</b>	Bank: United States: OREGON

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
<b>Registration Number:</b>	6943205	THE MOST LUXURIOUS SHIP EVER BUILT
<b>Registration Number:</b>	6938966	UNRIVALED SPACE AT SEA
<b>Registration Number:</b>	4903025	THE MOST INCLUSIVE LUXURY EXPERIENCE
<b>Registration Number:</b>	5073512	SEVEN SEAS EXPLORER
<b>Registration Number:</b>	2540614	SEVEN SEAS MARINER
<b>Registration Number:</b>	2571631	SEVEN SEAS NAVIGATOR
<b>Registration Number:</b>	2661799	LUXURY GOES EXPLORING
<b>Registration Number:</b>	5969187	AQUAMAR
<b>Registration Number:</b>	5969186	AQUAMAR
<b>Registration Number:</b>	5900805	THE FINEST CUISINE AT SEA
<b>Registration Number:</b>	2916634	O
<b>Registration Number:</b>	2894461	OCEANIA CRUISES
<b>Registration Number:</b>	2883676	OCEANIA CRUISES
<b>Registration Number:</b>	2811558	REGATTA

CH \$865.00 6943205

Property Type	Number	Word Mark
Registration Number:	2811557	YOUR WORLD. YOUR WAY.
Registration Number:	2811556	INSIGNIA
Registration Number:	6020527	SERENE SPA & WELLNESS
Registration Number:	5866574	LUXURY PERFECTED
Registration Number:	5823372	AN UNRIVALED EXPERIENCE
Registration Number:	5823590	THE MOST LUXURIOUS SHIP EVER BUILT
Registration Number:	6029657	SEVEN SEAS SPLENDOR
Registration Number:	5427875	ELITE SLUMBER
Registration Number:	3368575	SEVEN SEAS CRUISES
Registration Number:	3388009	SEVEN SEAS VOYAGER
Serial Number:	97680977	THE MOST INCLUSIVE LUXURY EXPERIENCE
Serial Number:	97219332	THE MOST EXCLUSIVE ADDRESS AT SEA
Serial Number:	97219346	THE WORLD'S MOST LUXURIOUS FLEET
Serial Number:	88739275	OCEANIA VISTA
Serial Number:	97219359	EXPERIENCE THE UNRIVALED
Serial Number:	97219387	EVERY LUXURY INCLUDED
Serial Number:	97219369	UNRIVALED EXPLORATION
Serial Number:	97219398	UNRIVALED CUISINE
Serial Number:	97219378	UNRIVALED LUXURY
Serial Number:	90779433	SEVEN SEAS GRANDEUR

**CORRESPONDENCE DATA**

**Fax Number:** 8446706009

*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:** 202-659-6924

**Email:** aromanini@dickinson-wright.com

**Correspondent Name:** Nicole M. Meyer Dickinson Wright, PLLC

**Address Line 1:** 1825 Eye Street NW, Suite 900

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	71048-1137
<b>NAME OF SUBMITTER:</b>	Nicole M. Meyer
<b>SIGNATURE:</b>	/Nicole M. Meyer/
<b>DATE SIGNED:</b>	02/24/2023

**Total Attachments: 10**

source=NCL - Trademark Security Agreement (Panama Entities)v2#page1.tif

source=NCL - Trademark Security Agreement (Panama Entities)v2#page2.tif

source=NCL - Trademark Security Agreement (Panama Entities)v2#page3.tif

source=NCL - Trademark Security Agreement (Panama Entities)v2#page4.tif

source=NCL - Trademark Security Agreement (Panama Entities)v2#page5.tif

source=NCL - Trademark Security Agreement (Panama Entities)v2#page6.tif  
source=NCL - Trademark Security Agreement (Panama Entities)v2#page7.tif  
source=NCL - Trademark Security Agreement (Panama Entities)v2#page8.tif  
source=NCL - Trademark Security Agreement (Panama Entities)v2#page9.tif  
source=NCL - Trademark Security Agreement (Panama Entities)v2#page10.tif

## TRADEMARK SECURITY AGREEMENT

### (Trademark Registrations and Trademark Applications)

TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2023, among SEVEN SEAS CRUISES S. DE R.L., a Panama limited liability company, OCEANIA CRUISES S. DE R.L., a Panama limited liability company, PRESTIGE CRUISE HOLDINGS S. DE R.L., a Panama limited liability company (each, a “Grantor”), and U.S. Bank Trust Company, National Association, as Security Agent.

WHEREAS, the Grantors own the Trademark Collateral (as defined below);

WHEREAS, NCL CORPORATION LTD., an exempted company incorporated under the laws of Bermuda (the “Issuer”), the Guarantors (as defined therein) and U.S. Bank Trust Company, National Association, as trustee and as security agent, are parties to a Indenture, dated as of February 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”); and

WHEREAS, pursuant to (i) a Collateral Agreement dated as of February 22, 2023 (as amended and/or supplemented from time to time, the “Collateral Agreement”) among the Grantors identified therein and the Security Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”) and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor has granted to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of such Grantor, including all right, title and interest of each Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Collateral Agreement, each Grantor hereby grants to the Grantee, to secure the Note Obligations, a continuing security interest in all of such Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (excluding any Excluded Assets), including, without limitation, each Trademark registration or application therefor referred to in Schedule 1 hereto; and

(ii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by each Grantor against third parties for past, present or future infringement or unfair competition regarding the same of any Trademark (including, without limitation, any Trademark owned by such Grantor and identified in Schedule 1).

Each Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of such Grantor or in the Grantee’s name, from time to time, in the Grantee’s discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take

with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

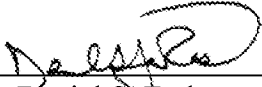
Except to the extent not prohibited by the Collateral Agreement or the Indenture, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.**


The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Collateral Agreement. Terms defined in the Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the Collateral Agreement shall govern.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**SEVEN SEAS CRUISES S. DE R.L.**

By:  \_\_\_\_\_  
Name: Daniel S. Farkas  
Title: Executive Vice President,  
General Counsel and Secretary


**OCEANIA CRUISES S. DE R.L.**

By:  \_\_\_\_\_

Name: Daniel S. Parkas

Title: Executive Vice President,  
General Counsel and Secretary

**PRESTIGE CRUISE HOLDINGS S. DE  
R.L.**

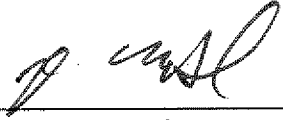
By:   
Name: Daniel S. Farkas  
Title: Executive Vice President,  
General Counsel and Secretary



Acknowledged:

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Security  
Agent**

By: \_\_\_\_\_



Name: Joshua A. Hahn  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007982 FRAME: 0974**

**Schedule 1  
to Trademark Security Agreement**

**SEVEN SEAS CRUISES S. DE R.L.**

**OCEANIA CRUISES S. DE R.L.**

**PRESTIGE CRUISE HOLDINGS S. DE R.L.**

**TRADEMARK REGISTRATIONS**

<b>Trademark Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>	<b>Owner</b>
OCEANIA VISTA	TMA1158074	28-DEC-2022	Canada	Prestige Cruise Holdings S. de R.L.
SEVEN SEAS VOYAGER	TMA712085	16-APR-2008	Canada	Seven Seas Cruises S. De R. L.
SEVEN SEAS CRUISES	TMA712534	23-APR-2008	Canada	Seven Seas Cruises S. De R. L.
SEVEN SEAS SOCIETY	TMA767398	19-MAY-2010	Canada	Seven Seas Cruises S. De R. L.
UNIQUE DISCOVERIES	TMA751022	23-OCT-2009	Canada	Seven Seas Cruises S. De R. L.
SEVEN SEAS NAVIGATOR	TMA609256	04-MAY-2004	Canada	Seven Seas Cruises S. De R. L.
SEVEN SEAS MARINER	TMA609580	06-MAY-2004	Canada	Seven Seas Cruises S. De R. L.
LUXURY GOES EXPLORING	TMA594572	12-NOV-2003	Canada	Seven Seas Cruises S. De R. L.
LUXURY PERFECTED	TMA1059398	17-OCT-2019	Canada	Seven Seas Cruises S. de R.L.
SEVEN SEAS SPLENDOR	TMA1059436	17-OCT-2019	Canada	Seven Seas Cruises S. de R.L.
THE MOST LUXURIOUS SHIP EVER BUILT	6943205	03-JAN-2023	U.S. Federal	Seven Seas Cruises S. de R.L.
UNRIVALED SPACE AT SEA	6938966	03-JAN-2023	U.S. Federal	Seven Seas Cruises S. de R.L.
THE MOST INCLUSIVE LUXURY EXPERIENCE	4903025	16-FEB-2016	U.S. Federal	Seven Seas Cruises S. de R.L.
SEVEN SEAS EXPLORER	5073512	01-NOV-2016	U.S. Federal	Seven Seas Cruises S. de R.L.
SEVEN SEAS MARINER	2540614	19-FEB-2002	U.S. Federal	Seven Seas Cruises S. de R.L.

<b>Trademark Title</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>	<b>Owner</b>
SEVEN SEAS NAVIGATOR	2571631	21-MAY-2002	U.S. Federal	Seven Seas Cruises S. de R.L.
LUXURY GOES EXPLORING	2661799	17-DEC-2002	U.S. Federal	Seven Seas Cruises S. de R.L.
AQUAMAR	5969187	19-APR-2019	U.S. Federal	Prestige Cruise Holdings S. de R.L.
AQUAMAR	5969186	21-JAN-2020	U.S. Federal	Prestige Cruise Holdings S. de R.L.
THE FINEST CUISINE AT SEA	5900805	14-NOV-2018	U.S. Federal	Prestige Cruise Holdings S. de R.L.
O	2916634	4-JAN-2005	U.S. Federal	Prestige Cruise Holdings S. de R.L.
OCEANIA CRUISES	2894461	19-OCT-2004	U.S. Federal	Prestige Cruise Holdings S. de R.L.
OCEANIA CRUISES	2883676	14-SEP-2004	U.S. Federal	Prestige Cruise Holdings S. de R.L.
REGATTA	2811558	3-FEB-2004	U.S. Federal	Prestige Cruise Holdings S. de R.L.
YOUR WORLD. YOUR WAY.	2811557	3-FEB-2004	U.S. Federal	Prestige Cruise Holdings S. de R.L.
INSIGNIA	2811556	3-FEB-2004	U.S. Federal	Prestige Cruise Holdings S. de R.L.
SERENE SPA & WELLNESS	6020527	24-MAR-2020	U.S. Federal	Seven Seas Cruises S. De R. L.
LUXURY PERFECTED	5866574	24-SEP-2019	U.S. Federal	Seven Seas Cruises S. De R. L.
AN UNRIVALED EXPERIENCE	5823372	30-JUL-2019	U.S. Federal	Seven Seas Cruises S. De R. L.
THE MOST LUXURIOUS SHIP EVER BUILT	5823590	30-JUL-2019	U.S. Federal	Seven Seas Cruises S. De R. L.
SEVEN SEAS SPLENDOR	6029657	13-NOV-2017	U.S. Federal	Seven Seas Cruises S. De R. L.
ELITE SLUMBER	5427875	20-MAR-2018	U.S. Federal	Seven Seas Cruises S. De R. L.
SEVEN SEAS CRUISES	3368575	15-JAN-2008	U.S. Federal	Seven Seas Cruises S. De R. L.
SEVEN SEAS VOYAGER	3388009	26-FEB-2008	U.S. Federal	Seven Seas Cruises S. De R. L.

**TRADEMARK APPLICATIONS**

<b>Filing Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Country</b>	<b>Owner</b>
THE FINEST CUISINE AT SEA	1944978	07-FEB-2019	Canada	Prestige Cruise Holdings S. de R.L.
SERENE SPA & WELLNESS	1974486	09-JUL-2019	Canada	Seven Seas Cruises S. De R. L.
AQUAMAR	1998348	10-OCT-2019	Canada	Prestige Cruise Holdings S. de R.L.
AQUAMAR	1999447	10-OCT-2019	Canada	Prestige Cruise Holdings S. de R.L.
THE MOST INCLUSIVE LUXURY EXPERIENCE	97680977	16-NOV-2022	U.S. Federal	Seven Seas Cruises S. de R.L.
THE MOST EXCLUSIVE ADDRESS AT SEA	97219332	14-JAN-2022	U.S. Federal	Seven Seas Cruises S. de R.L.
THE WORLD'S MOST LUXURIOUS FLEET	97219346	14-JAN-2022	U.S. Federal	Seven Seas Cruises S. de R.L.
THE WORLD'S MOST LUXURIOUS FLEET	2164957	08-FEB-2022	Canada	Seven Seas Cruises S. de R.L.
UNRIVALED CUISINE	2164964	08-FEB-2022	Canada	Seven Seas Cruises S. de R.L.
EVERY LUXURY INCLUDED	2164954	08-FEB-2022	Canada	Seven Seas Cruises S. de R.L.
THE MOST EXCLUSIVE ADDRESS AT SEA	2164930	08-FEB-2022	Canada	Seven Seas Cruises S. de R.L.
EXPERIENCE THE UNRIVALED	2164921	08-FEB-2022	Canada	Seven Seas Cruises S. de R.L.
UNRIVALED EXPLORATION	2164933	08-FEB-2022	Canada	Seven Seas Cruises S. de R.L.
UNRIVALED LUXURY	2164943	08-FEB-2022	Canada	Seven Seas Cruises S. de R.L.
AN UNRIVALED EXPERIENCE	2038118	06-JUL-2020	Canada	Seven Seas Cruises S. de R.L.
SEVEN SEAS GRANDEUR	2115974	23-JUN-2021	Canada	Seven Seas Cruises S. de R.L.
UNRIVALED SPACE AT SEA	2118694	05-JUL-2021	Canada	Seven Seas Cruises S. de R.L.
OCEANIA VISTA	88739275	26-DEC-2019	U.S. Federal	Prestige Cruise Holdings S. de R.L.

<b>Filing Title</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Country</b>	<b>Owner</b>
EXPERIENCE THE UNRIVALED	97219359	Jan. 14, 2022	U.S. Federal	Seven Seas Cruises S. de R.L.
EVERY LUXURY INCLUDED	97219387	14-JAN-2022	U.S. Federal	Seven Seas Cruises S. de R.L.
UNRIVALED EXPLORATION	97219369	14-JAN-2022	U.S. Federal	Seven Seas Cruises S. de R.L.
UNRIVALED CUISINE	97219398	14-JAN-2022	U.S. Federal	Seven Seas Cruises S. de R.L.
UNRIVALED LUXURY	97219378	14-JAN-2022	U.S. Federal	Seven Seas Cruises S. de R.L.
SEVEN SEAS GRANDEUR	90779433	17-JUN-2021	U.S. Federal	Seven Seas Cruises S. de R.L.