

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crystal Brand Company Limited		07/21/2022	Corporation: ISLE OF MAN
RECEIVING PARTY DATA			
Name:	Silversea Cruises Limited		
Street Address:	1050 Caribbean Way		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33132		
Entity Type:	Corporation: BAHAMAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5763841	CRYSTAL ENDEAVOR	
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>			
Phone:	13055396741		
Email:	aunderwood@rccl.com		
Correspondent Name:	Adam C. Underwood		
Address Line 1:	1050 Caribbean Way		
Address Line 4:	Miami, FLORIDA 33132		
NAME OF SUBMITTER:	Adam C. Underwood		
SIGNATURE:	/Adam C. Underwood/		
DATE SIGNED:	04/03/2023		
Total Attachments: 7			
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Trade Mark Assignment Deed

Dated 21 July 2022

Crystal Brand Company Limited

and

Silversea Cruises Limited

Trade Mark Assignment Deed

This Deed is made on 21 July 2022 between:

- (1) **Crystal Brand Company Limited** a company incorporated in the Isle of Man with registered number 012832V whose registered office is at First Names House, Victoria Road, Douglas, IM2 4DF, Isle of Man (the “Assignor”); and
 - (2) **Silversea Cruises Limited** a company incorporated under the laws of the Commonwealth of The Bahamas with the registered number 5387 B, and whose registered office is at c/o GTC Corporate Services Limited, Sassoon House, Shirley Street and Victoria Avenue, Nassau New Providence, The Bahamas (the “Assignee”),
- each, a “Party”, and together, the “Parties”.

Whereas:

- (A) On or about the date of this Agreement, the Parties entered into an Asset Sale Agreement in respect of the sale and purchase of the Brands (the “Asset Sale Agreement”).
- (B) In connection with the Asset Sale Agreement, the Assignor has agreed to assign all of its right, title and interest in and to the Brands (as defined below) to the Assignee on the terms of this Deed.

It is agreed as follows.

1 Definitions and interpretation

1.1 Definitions

In this Deed, the following capitalised terms shall have the meanings set out below:

“**Asset Sale Agreement**” has the meaning given to it in Recital A;

“**Brands**” means the ‘Crystal Endeavor’ brand, and all Intellectual Property Rights therein, including the registered trade marks and applications for registered trade marks set out in Schedule 1 to this Deed; and

“**Intellectual Property Rights**” means copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names, rights in get-up, all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the Brands, goodwill and the right to sue for all claims and causes of action with respect to any of the Brands, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, violation, breach, or default, rights to use, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.2 Interpretation

In this Deed, unless otherwise specified:

- 1.2.1 references to this Deed shall include any Recitals and the Schedule to it and references to Recitals, Clauses and Schedule are to clauses of, and recitals and schedules to, this Deed;
- 1.2.2 references to a statute or statutory provision include that statute or provision as modified, re-enacted or consolidated from time to time;
- 1.2.3 a reference to any English legal term shall, for any jurisdiction other than England, be construed as a reference to the term or concept which most nearly corresponds to it in that jurisdiction;
- 1.2.4 headings shall be ignored in interpreting this Deed;
- 1.2.5 the words “including”, “include”, “in particular”, and words of similar effect shall not be deemed to limit the general effect of the words that precede them; and
- 1.2.6 the words “to the extent that” shall mean “to the extent that” and not solely “if”, and similar expressions shall be construed in the same way.

2 Assignment

- 2.1 From the date of this Deed, the Assignor hereby assigns to the Assignee and the Assignee hereby accepts, all of the Assignor’s right, title and interest in and to:
 - 2.1.1 the Brands, including all of the goodwill attaching to and represented by the Brands, but no other goodwill;
 - 2.1.2 the entitlement to any registrations granted pursuant to any of the applications comprised within the Brands; and
 - 2.1.3 all rights of action arising or accrued relating to the Brands, including the right to take and/or defend proceedings for infringement of the Brands and/or other causes of action arising from ownership of any part or parts of the Brands, and all rights to seek, recover and retain damages and/or an account of profits and all other remedies for all past, current and/or future infringements or misuse of any part or parts of the Brands.

3 Further Assurance

For a period of three (3) months after the date of this Deed, at the request and cost of the Assignee, the Assignor shall execute such documents and do such acts and things as the Assignee may reasonably require for the purpose of giving the Assignee the full benefit of this Deed.

4 Exclusion of Warranties

With the exception of the express warranties given by the Assignor in relation to the Asset Sale Agreement, the Assignor make no other warranties (express or implied) in relation to the Brands.

5 Liability of the Directors

Each of the Directors have signed this Deed as agents for and on behalf of the Assignor. Neither they, their firm, and their firm’s members, partners, directors, officers, employees,

agents, advisers or representatives shall incur any personal liability whatsoever in respect of any of the obligations undertaken by the Parties; or in respect of any failure on the part of the Parties to observe, perform or comply with any such obligations; or under or in relation to any associated arrangements or negotiations; or under any document or assurance made pursuant to this Deed.

6 Invalidity

6.1 If any provision in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

6.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 6.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Deed and the legality, validity and enforceability of the remainder of this Deed shall, subject to any deletion or modification made under Clause 6.1, not be affected.

7 Third party rights

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Deed.

8 Whole Deed

This Deed and the Asset Sale Agreement contain the whole Deed between the Assignor and the Assignee relating to the subject matter of this Deed at the date of this Deed to the exclusion of any terms implied by law which may be excluded by contract and supersede any previous written or oral Deed between the Assignor and the Assignee in relation to the matters dealt with in this Deed. The Assignee agrees and acknowledges that, in entering into this Deed, it is not relying on any representation, warranty or undertaking not expressly incorporated into the Asset Sale Agreement. Nothing in this Clause 8 excludes or limits any liability for fraud.

9 Counterparts

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. The Assignor and the Assignee may enter into this Deed by executing any such counterpart.

10 Governing Law and jurisdiction

10.1 This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

10.2 In the event of any controversy or claim arising out of or relating to this Deed, or the breach thereof, the parties hereto agree first to try and settle the dispute by mediation, administered by the International Centre for Dispute Resolution under its Mediation Rules. If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim arising out of or relating to this Deed shall be settled by arbitration in accordance with the International Arbitration Rules of the International Centre for Dispute

Resolution. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the ICDR in accordance with its International Arbitration Rules. The seat or place of arbitration shall be London, United Kingdom. The arbitration shall be conducted and the award shall be rendered in the English language. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award punitive damages, consequential damages, or compensatory damages exceeding the amount of Consideration (as defined in the Asset Sale Agreement)..

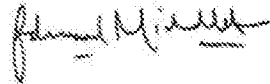
In witness whereof this Deed has been entered into on the date stated at the beginning.

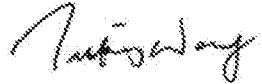
EXECUTED as a Deed

for and on behalf of CRYSTAL BRAND COMPANY LIMITED

by: Edward Simon Middleton
Director

by: Wong Wing Sze Tiffany
Director

} 



EXECUTED as a Deed

for and on behalf of SILVERSEA CRUISES LIMITED

Barbara Muckermann
by: _____
Barbara Muckermann

Vincenzo Fantasia
Witnessed by: _____
Vincenzo Fantasia

} _____

**Schedule 1
Brands**

	Mark	Country	Status	App. No. Reg. No.	Application/Reg. Date	Deadline	Class	Goods and Services Description	Owner/Entity
1	CRYSTAL ENDEAVOR	U.S.	Registered	5763841	3/16/2016 5/28/19	28/05/2025	I.C. 39	Cruise ship services	Crystal Brand Company Limited
2	CRYSTAL ENDEAVOR	Australia	Registered	2004829	23/04/2019	23/04/2029	I.C. 39	Cruise ship services	Crystal Brand Company Limited