

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		04/10/2023	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Royal Caribbean Cruises Ltd.		
Street Address:	1050 Caribbean Way		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33132		
Entity Type:	Corporation: LIBERIA		
Name:	Celebrity Cruises Inc.		
Street Address:	1050 Caribbean Way		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33132		
Entity Type:	Corporation: LIBERIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6687236	CROWN OF MIAMI	
Registration Number:	6020716		
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127352811		
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		
ATTORNEY DOCKET NUMBER:	198160/43		

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NAME OF SUBMITTER:	M. Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	04/11/2023
Total Attachments: 4 source=Partial Release of Trademark Security Interest (2022 Secured Bonds)1#page1.tif source=Partial Release of Trademark Security Interest (2022 Secured Bonds)1#page2.tif source=Partial Release of Trademark Security Interest (2022 Secured Bonds)1#page3.tif source=Partial Release of Trademark Security Interest (2022 Secured Bonds)1#page4.tif	

PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of April 10, 2023, 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 as of October 6, 2022 (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 as of October 6, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Pledge and Security Agreement”), made by the Grantors to the Security Agent;

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 as of October 6, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “IP Security Agreement”), in favor of the Security Agent;

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on October 6, 2022 at Reel 7861, Frame 0283; 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 (the “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.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

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: _____
Title: Barbara Zsombori
Vice President

SCHEDULE I
to
PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner
CROWN OF MIAMI	United States	6687236 29-MAR-2022	88182265 05-NOV-2018	Royal Caribbean Cruises Ltd.
TERMINAL DESIGN	United States	6020716 24-MAR-2020	88183429 06-NOV-2018	Royal Caribbean Cruises Ltd.