

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI31885

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. BANK NATIONAL ASSOCIATION), as pari passu collateral agent		02/01/2024	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	CARNIVAL PLC		
<b>Street Address:</b>	CARNIVAL HOUSE, 100 HARBOUR PARADE		
<b>City:</b>	SOUTHAMPTON		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	SO15 1ST		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 59</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1362488	ISLAND PRINCESS	
<b>Registration Number:</b>	1361054	PACIFIC PRINCESS	
<b>Registration Number:</b>	895711	PRINCESS CRUISES	
<b>Registration Number:</b>	895712	PRINCESS CRUISES	
<b>Registration Number:</b>	1078605	PRINCESS TOURS	
<b>Registration Number:</b>	3203934	ROYAL PRINCESS	
<b>Registration Number:</b>	1362487	SEA PRINCESS	
<b>Registration Number:</b>	2403330		
<b>Registration Number:</b>	3076438	BRITANNIA	
<b>Registration Number:</b>	2131974	CUNARD	
<b>Registration Number:</b>	1487964	CUNARD	
<b>Registration Number:</b>	927552	CUNARD	
<b>Registration Number:</b>	2979914	CUNARD	
<b>Registration Number:</b>	4971286	CUNARD	
<b>Registration Number:</b>	2900746	CUNARD CONNEXIONS	
<b>Registration Number:</b>	3417320	CUNARD INSIGHTS	

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Property Type	Number	Word Mark
Registration Number:	1840930	CUNARD
Registration Number:	1646305	CUNARD
Registration Number:	3257376	CUNARD WHITE STAR SERVICE
Registration Number:	2375492	CUNARD WORLD CLUB
Registration Number:	1634995	CUNARD-CARE
Registration Number:	2416711	
Registration Number:	2052553	
Registration Number:	4002692	QE
Registration Number:	4492879	QE2
Registration Number:	2867020	QM2
Registration Number:	2848873	QM2
Registration Number:	2961553	QM2
Registration Number:	4112358	QUEEN ELIZABETH
Registration Number:	4026802	QUEEN ELIZABETH
Registration Number:	4023014	QUEEN ELIZABETH
Registration Number:	4599229	QUEEN ELIZABETH 2
Registration Number:	3077857	QUEEN MARY 2
Registration Number:	2891488	QUEEN MARY 2
Registration Number:	3406436	QUEEN VICTORIA
Registration Number:	3747762	QV
Registration Number:	3990284	QV
Registration Number:	972091	ROYAL VIKING
Registration Number:	1866446	
Registration Number:	1787084	
Registration Number:	5221023	
Registration Number:	3196193	THE CUNARDER
Registration Number:	3333095	THE MOST FAMOUS OCEAN LINERS IN THE WORLD
Registration Number:	2330874	WHITE STAR
Registration Number:	2622550	WHITE STAR
Registration Number:	3257378	WHITE STAR
Registration Number:	5239157	BRITANNIA
Serial Number:	88588772	AQUITANIA
Serial Number:	88588812	KING JAMES
Serial Number:	87847329	MAREEL
Serial Number:	88588755	MAURETANIA
Serial Number:	88588786	QUEEN ANNE
Serial Number:	88588802	QUEEN ISABELLA
Serial Number:	88150423	

Property Type	Number	Word Mark
Serial Number:	88294870	THE CROW'S NEST
Serial Number:	88673123	WHITE STAR LINE
Serial Number:	88829250	QE2
Serial Number:	88978107	QUEEN ANNE
Serial Number:	88829267	QUEEN ELIZABETH 2

**CORRESPONDENCE DATA**

**Fax Number:** 3474021997

*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:** 2123732619

**Email:** kshmorhun@paulweiss.com, AmTang@paulweiss.com

**Correspondent Name:** Katerina Shmorhun

**Address Line 1:** 1285 Avenue of the Americas

**Address Line 2:** Paul, Weiss, Rifkind, Wharton & Garrison LLP

**Address Line 4:** New York, NEW YORK 10019

<b>ATTORNEY DOCKET NUMBER:</b>	003446-00144
<b>NAME OF SUBMITTER:</b>	Katerina Shmorhun
<b>SIGNATURE:</b>	Katerina Shmorhun
<b>DATE SIGNED:</b>	02/21/2024

**Total Attachments: 6**

- source=Carnival - IP Release (Trademark) - Carnival PLC (Executed)(18923762.3)#page1.tif
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NOTICE OF RELEASE OF  
SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of February 1, 2024, is made by U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (as successor to U.S. BANK NATIONAL ASSOCIATION), in its capacity as pari passu collateral agent (the “Pari Passu Collateral Agent”), in favor of CARNIVAL PLC, a company incorporated and registered under the laws of England and Wales (the “Pledgor”), pursuant to that certain U.S. Second Lien Collateral Agreement, dated as of July 20, 2020 (and as the same may be further amended or modified from time to time, the “Collateral Agreement”), among the Pledgor, the Pari Passu Collateral Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, the Pledgor, the Pari Passu Collateral Agent and certain other parties entered into that certain Indenture, dated as of August 18, 2020 (and as the same may be further amended or modified from time to time, the “Indenture”);

WHEREAS, in connection with the Collateral Agreement, the Pledgor executed and delivered the following notices of security interests in trademarks in favor of the Pari Passu Collateral Agent: (i) Notice of Grant of Second Lien Security Interest in U.S. Trademarks dated as of July 20, 2020 and recorded with the United States Patent and Trademark Office (the “USPTO”) on August 5, 2020, at Reel/Frame No. 7008/0311 and (ii) Supplemental Notice of Grant of Second Lien Security Interest in U.S. Trademarks dated as of August 11, 2020 and recorded with the USPTO on September 2, 2020, at Reel/Frame No. 7025/0124 (collectively the “Trademark Security Agreements”);

WHEREAS, pursuant to the Trademark Security Agreements, the Pledgor pledged and granted to the Pari Passu Collateral Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademarks, service marks and trademark and service mark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademarks”); and

WHEREAS, the Pari Passu Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Pari Passu Collateral Agent agrees, for the benefit of the Pledgor, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Collateral Agreement, as applicable (it being understood that, in the event of any conflict, such terms shall have the meanings provided or provided by reference in the Collateral Agreement).

SECTION 2. Release of Security Interest. The Pari Passu Collateral Agent, its successors and permitted assigns, does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Pledgor's right, title and interest in and 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:

all Trademarks of the United States of America, including those listed on Schedule A.

SECTION 3. Termination. The Pari Passu Collateral Agent, without any recourse, representation or warranty, hereby terminates and cancels the Trademark Security Agreements.

SECTION 4. Further Assurances. The Pari Passu Collateral Agent hereby authorizes the Pledgor or the Pledgor's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Pari Passu Collateral Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Pari Passu Collateral Agent further agrees to, upon being provided with certifications, opinions and indemnifications described in Sections 7.05 and 12.02 of the Indenture, execute and deliver to the Pledgor any and all further documents and instruments, and do any and all further acts which the Pledgor (or their agents or designees) reasonably request (at the Pledgor's sole cost and expense) in order to confirm this Release and the Pledgor's right, title and interest in, to and under the Released Trademarks.

SECTION 5. Choice of Law. THIS RELEASE 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 RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE 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.

SECTION 6. Counterparts. This Release 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 Release by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

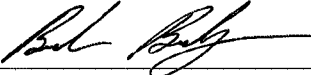
SECTION 7. Limitations. The Pari Passu Collateral Agent is executing this Release, at the request of the Pledgor, in reliance and based upon, the certifications made in the Officer's Certificate provided by the Pledgor and the opinion of Paul, Weiss, Rifkind, Wharton & Garrison LLP, each dated as of the date of this Release. The Pari Passu Collateral Agent shall be entitled to the immunities, limitations on liability and indemnities hereunder as are provided to it under the Collateral Agreement and the Pari Passu Collateral Agent shall, subject to the limitations set forth in Section 5.06 of the Collateral Agreement, have no liability whatsoever

(including in any other capacity in which it may act) in connection with the execution and delivery by it of this Release (and each of the releases, instruments and documents contemplated thereby) and any matters arising therefrom or related thereto.

*[Signatures Follow On Next Page.]*

IN WITNESS WHEREOF, the Pari Passu Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION (as successor to U.S. BANK  
NATIONAL ASSOCIATION),  
as Pari Passu Collateral Agent

By: 

Name: Brandon Bonfig

Title: Vice President

## SCHEDULE A

### U.S. Trademark Applications and Registrations

REEL/FRAME: 7008/0311

#### *U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ISLAND PRINCESS	1362488	Sept 24 1985
PACIFIC PRINCESS	1361054	Sept 17 1985
PRINCESS CRUISES	895711	July 28 1970
PRINCESS CRUISES & SEA WITCH LOGO	895712	July 28 1970
PRINCESS TOURS	1078605	Nov 29 1977
ROYAL PRINCESS	3203934	Jan 30 2007
SEA PRINCESS	1362487	Sept 24 1985
Design	2403330	Nov 14 2000
BRITANNIA	3076438	Apr 4 2006
CUNARD	2131974	Jan 27 1998
CUNARD	1487964	May 10 1988
CUNARD	0927552	Jan 18 1972
CUNARD	2979914	July 26 2005
CUNARD	4971286	June 7 2016
CUNARD CONNEXIONS	2900746	Nov 2 2004
CUNARD INSIGHTS	3417320	Apr 29 2008
Design	1840930	June 21 1994
Design	1646305	May 28 1991
CUNARD WHITE STAR SERVICE	3257376	July 3 2007
CUNARD WORLD CLUB	2375492	Aug 8 2000
CUNARD-CARE	1634995	Feb 12 1991
Design	2416711	Jan 2 2001
Design	2052553	Apr 15 1997
QE	4002692	July 26 2011
QE2	4492879	Mar 11 2014
QM2	2867020	July 27 2004
Design	2848873	June 1 2004
Design	2961553	June 7 2005
QUEEN ELIZABETH	4112358	Mar 13 2012
QUEEN ELIZABETH	4026802	Sept 13 2011
QUEEN ELIZABETH	4023014	Sept 6 2011
QUEEN ELIZABETH 2	4599229	Sept 9 2014
QUEEN MARY 2	3077857	Apr 4 2006
QUEEN MARY 2	2891488	Oct 5 2004
QUEEN VICTORIA	3406436	Apr 1 2008
QV	3747762	Feb 9 2010
QV	3990284	July 5 2011
ROYAL VIKING	0972091	Oct 30 1973
Design	1866446	Dec 6 1994
Design	1787084	Aug 10 1993



Design	5221023	June 13 2017
THE CUNARDER	3196193	Jan 9 2007
THE MOST FAMOUS OCEAN LINERS IN THE WORLD	3333095	Nov 13 2007
WHITE STAR	2330874	Mar 21 2000
WHITE STAR	2622550	Sept 24 2002
WHITE STAR	3257378	July 3 2007
BRITANNIA	5239157	Dec 4 2015

*U.S. Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
AQUITANIA	88588772	Aug 22 2019
KING JAMES	88588812	Aug 22 2019
MAREEL	87847329	Mar 23 2018
MAURETANIA	88588755	Aug 22 2019
QUEEN ANNE	88588786	Aug 22 2019
QUEEN ISABELLA	88588802	Aug 22 2019
Design	88150423	Oct 10 2018
THE CROW'S NEST	88294870	Feb 8 2019
WHITE STAR LINE + Design	88673123	Oct 29 2019

**REEL/FRAME: 7025/0124**

*U.S. Trademark Applications*

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
QE2	88829250	Mar 10, 2020
QUEEN ANNE	88978107	Aug 22, 2019
QUEEN ELIZABETH 2	88829267	Mar 10, 2020