

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI33107

<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>	SEABOURN CRUISE LINE LIMITED		
<b>Street Address:</b>	450 THIRD AVENUE WEST		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98119		
<b>Entity Type:</b>	Corporation: BERMUDA		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2796947		
<b>Registration Number:</b>	4138692	CAVIAR IN THE SURF	
<b>Registration Number:</b>	2758684	CLUB HERALD	
<b>Registration Number:</b>	5330458	EXTRAORDINARY WORLDS	
<b>Registration Number:</b>	5222951	HERALD	
<b>Registration Number:</b>	2835942	MASSAGE MOMENTS	
<b>Registration Number:</b>	2841991	PERSONAL VALET LUGGAGE SERVICE	
<b>Registration Number:</b>	2167162	SEABOURN	
<b>Registration Number:</b>	3134683	SEABOURN	
<b>Registration Number:</b>	5330481	SEABOURN	
<b>Registration Number:</b>	4251212	SEABOURN ACADEMY	
<b>Registration Number:</b>	2471100	SEABOURN CLUB	
<b>Registration Number:</b>	3777874	SEABOURN CLUB HERALD	
<b>Registration Number:</b>	4400115	SEABOURN CONVERSATIONS	
<b>Registration Number:</b>	4400116	SEABOURN CONVERSATIONS	
<b>Registration Number:</b>	5638223	SEABOURN ENCORE	

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Property Type	Number	Word Mark
Registration Number:	5767066	SEABOURN ENCORE
Registration Number:	2497643	SEABOURN LEGEND
Registration Number:	3712513	SEABOURN ODYSSEY
Registration Number:	5656007	SEABOURN OVATION
Registration Number:	2471099	SEABOURN PRIDE
Registration Number:	4115610	SEABOURN QUEST
Registration Number:	2831353	SEABOURN SHIELD
Registration Number:	2788316	SEABOURN SIGNATURE DELIGHTS
Registration Number:	3874180	SEABOURN SOJOURN
Registration Number:	5955753	SEABOURN SOURCE
Registration Number:	2562847	SEABOURN SPIRIT
Registration Number:	2747658	SEABOURN.COM
Registration Number:	3781207	THE YACHTS OF SEABOURN
Registration Number:	3781208	THIS IS MY YACHT.
Registration Number:	5161747	VENTURES BY SEABOURN
Registration Number:	5161750	VENTURES BY SEABOURN
Registration Number:	5908431	WORLD'S FINEST ULTRA-LUXURY CRUISE LINE
Registration Number:	5233632	WORLD'S FINEST ULTRA-LUXURY CRUISE LINE
Registration Number:	6059317	EARTH OCEAN AT THE PATIO

**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: 5**  
source=Carnival - IP Release (Trademark) - Seabourn Cruise Line Limited (Executed)(18925054.4)#page1.tif  
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source=Carnival - IP Release (Trademark) - Seabourn Cruise Line Limited (Executed)(18925054.4)#page4.tif  
source=Carnival - IP Release (Trademark) - Seabourn Cruise Line Limited (Executed)(18925054.4)#page5.tif

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 SEABOURN CRUISE LINE LIMITED, an exempted company duly organized and existing under the laws of Bermuda (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 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. 7008/0264 in favor of the Pari Passu Collateral Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Trademark Security Agreement, 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”);

WHEREAS, the Pari Passu Collateral Agent registered the Trademark Security Agreement with the Bermuda Registrar of Companies pursuant to section 55 of the Companies Act 1981 of Bermuda on August 11, 2020 with registration serial number 48556; 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 Agreement.

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, including the filing of this Release with the Bermuda Registrar of Companies pursuant to section 59 of the Companies Act 1981 of Bermuda. 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.

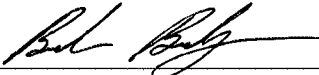
SECTION 7. Limitations. The Pari Passu Collateral Agent is executing this Release, at the request of the Pledgor, in reliance and based upon, the certifications made in the Officer's Certificate provided by the Pledgor and the opinion of Paul, Weiss, Rifkind, Wharton & Garrison LLP, each dated as of 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: 7008/0264

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

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
(Device Only)	2796947	Dec 23 2003
CAVIAR IN THE SURF	4138692	May 8 2012
CLUB HERALD	2758684	Sep 2 2003
EXRTRAORDINARY WORLDS	5330458	Nov 7 2017
HERALD	5222951	Jun 13 2017
MASSAGE MOMENTS	2835942	Apr 27 2004
PERSONAL VALET LUGGAGE SERVICE	2841991	May 11 2004
SEABOURN	2167162	Jun 23 1998
SEABOURN	3134683	Aug 29 2006
SEABOURN	5330481	Nov 7 2017
SEABOURN ACADEMY	4251212	Nov 27 2012
SEABOURN CLUB	2471100	Jul 24 2001
SEABOURN CLUB HERALD	3777874	Apr 20 2010
SEABOURN CONVERSATIONS	4400115	Sep 10 2013
SEABOURN CONVERSATIONS	4400116	Sep 10 2013
SEABOURN ENCORE	5638223	Dec 25 2018
SEABOURN ENCORE	5767066	Jun 4 2019
SEABOURN LEGEND	2497643	Oct 16 2001
SEABOURN ODYSSEY	3712513	Nov 17 2009
SEABOURN OVATION	5656007	Jan 15 2019
SEABOURN PRIDE	2471099	Jul 24 2001
SEABOURN QUEST	4115610	Mar 20 2012
SEABOURN SHIELD	2831353	Apr 13 2004
SEABOURN SIGNATURE DELIGHTS	2788316	Dec 2 2003
SEABOURN SOJOURN	3874180	Nov 9 2010
SEABOURN SOURCE	5955753	Jan 7 2020
SEABOURN SPIRIT	2562847	Apr 23 2002
SEABOURN.COM	2747658	Aug 5 2003
THE YACHTS OF SEABOURN	3781207	Apr 27 2010
THIS IS MY YACHT	3781208	Apr 27 2010
VENTURES BY SEABOURN	5161747	Mar 14 2017
VENTURES BY SEABOURN	5161750	Mar 14 2017
WORLD'S FINEST ULTRA-LUXURY CRUISE LINE	5908431	Nov 12 2019
WORLD'S FINEST ULTRA-LUXURY CRUISE LINE	5233632	Jun 27 2017
EARTH OCEAN AT THE PATIO	6059317	May 19 2020