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COVER SHEET

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Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
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Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
05032000

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

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Name

DBA/AK/A/T/A

Composed of

Address (line 1)

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- Individual General Partnership Limited Partnership Corporation Association
- Other
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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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Pages Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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<input type="text" value="75979002"/>	<input type="text" value="75544357"/>	<input type="text" value="75283644"/>
<input type="text" value="75637575"/>	<input type="text" value="75544107"/>	<input type="text"/>

<input type="text" value="2210299"/>	<input type="text" value="1604992"/>	<input type="text" value="1604991"/>
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<input type="text" value="2136017"/>	<input type="text" value="1605974"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

1 @ \$40
14 @ \$25 } \$390

Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Anthony H. Kaufman

Name of Person Signing



Signature

May 3, 2000

Date Signed

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT
(Re: Acquired Assets)

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (Re: Acquired Assets) (this "Bill of Sale") is made and entered into effective as of January 1, 2000 at 12:01 a.m. (the "Effective Time"), by and between Princess Cruise Lines, Inc., a Liberia corporation ("Transferor"), and Princess Cruise Lines, Ltd., a Bermuda company ("Transferee"). Transferee and Transferor are entering into this Bill of Sale pursuant to Section 1.3 of the Memorandum of Agreement (Re: Transfer of Business) (the "Transfer Agreement") made and entered into effective as of the Effective Time between Transferor and Transferee. All terms used in this Bill of Sale and not defined herein have the meanings ascribed to them in the Transfer Agreement.

1. Bill of Sale and Assignment.

1.1 Acquired Assets. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to Section 1.2, Transferor hereby conveys, transfers, assigns, sells and delivers to Transferee, and Transferee hereby acquires, accepts and purchases, all of the following assets, properties and rights of Transferor, as they exist at the Effective Time, wherever located (collectively, the "Acquired Assets"):

- (a) All cash and cash equivalents;
- (b) All machinery, equipment, computers, furniture, fixtures, leasehold improvements, construction in progress, inventory and supplies owned by Transferor;
- (c) All prepaid items, deposits and other similar assets of Transferor;
- (d) Transferor's business, together with all goodwill of Transferor, cruise bookings, customer lists, sales brochures and other marketing materials, computer software, books, records and accounts, correspondence, forms, employment records, confidential information and trade secrets;
- (e) All of Transferor's right, title and interest in and to the Owned Vessels, to be evidenced in a separate bill of sale, pursuant to the terms and conditions of the applicable Memorandum of Agreement (SALEFORM 93) attached hereto as Schedule 1.1(e);
- (f) All rights of Transferor under express or implied warranties from the suppliers of Transferor;

(g) Subject to Section 4.1 of the Transfer Agreement, all of Transferor's right, title and interest in and to each equipment or other lease (including real property leases), charter agreement, license, contract (including all employment contracts), agreement, purchase or sales order, cruise passage contract, loan agreement, promissory note, participation agreement, indenture, commitment and guarantee, written or oral, to which Transferor is a party or by which any of the Acquired Assets is bound (collectively, the "Contracts"), including, without limitation, those listed in Schedule 1.1(g) hereto;

(h) All permits, licenses and authorizations issued or granted by governmental authorities, to the extent assignable;

(i) All Transferor's right, title and interest in and to any patents, copyrights, trademarks, trademark registrations, service marks and service mark registrations, and applications for any of the foregoing, and any other intellectual property rights;

(j) Except as specifically provided in Section 1.2, all of Transferor's equity interests in any corporation, partnership or other entity, including without limitation those listed on Schedule 1.1(j);

(k) Transferor's minute books, tax returns and other corporate documents, provided Transferor shall have the right to access and copy such records on request;

(l) Transferor's rights under its liability insurance policies in respect of all occurrences insured thereunder with have occurred prior to the Effective Time; and

(m) Except as specifically provided in Section 1.2, all other assets and properties of Transferor, whether tangible or intangible, real or personal.

For the sake of clarity, the parties agree that Transferor is transferring to Transferee all of its right, title and interest in and to all Acquired Assets (as defined and described above) which may be held by Princess Cruises, Inc., a California corporation ("PCI), as agent under, or as a result of PCI providing services to Transferor under, the Agency Agreements between Transferor and PCI listed on Schedule 1.1(g) hereto.

1.2 Excluded Assets. Notwithstanding Section 1.1 hereof, Transferor is not transferring and Transferee is not acquiring any of the following under this Bill of Sale:

(a) Any Contract described in Section 4.1 of the Transfer Agreement until all third-party consents described therein have been obtained, at which time such Contract shall automatically be deemed thereafter to be an Acquired Asset; and

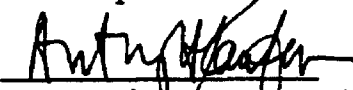
(b) Any of Transferor's equity interests in Transferee.

2. Assumption. As partial consideration for consummation of the transactions contemplated by the Transfer Agreement, Transferee hereby assumes and agrees to pay when due and discharge any and all liabilities and obligations of Transferor, including, without limitation, any and all liabilities and obligations arising under Acquired Assets which may be held by PCI as agent under, or as a result of PCI providing services to Transferor under, the Agency Agreements between Transferor and PCI listed on Schedule 1.1(g).

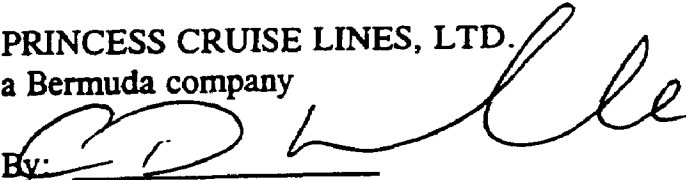
3. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale effective as of the Effective Time.

PRINCESS CRUISE LINES, INC.
a Liberia corporation

By: 
Name: Anthony H. Kaufman
Title: Secretary

PRINCESS CRUISE LINES, LTD.
a Bermuda company

By: 
Name: Colin D. Rumble
Title: Treasurer