

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Regent Hospitality Worldwide, Inc.		01/31/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Classic Cruises Holding S. De R. L.
Street Address:	P.H. Plaza 2000 Building Sixteenth (16th) Floor
Internal Address:	Fiftieth (50th) Street
City:	Panama
State/Country:	PANAMA
Entity Type:	CORPORATION: PANAMA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2700599	SEVEN SEAS EXPLORER
Registration Number:	2571631	SEVEN SEAS NAVIGATOR
Registration Number:	2540614	SEVEN SEAS MARINER
Serial Number:	77173487	SEVEN SEAS CRUISES
Serial Number:	77173396	SEVEN SEAS VOYAGER
Serial Number:	77014405	SEVEN SEAS SOCIETY
Registration Number:	3271297	UNIQUE DISCOVERIES
Registration Number:	2661799	LUXURY GOES EXPLORING
Registration Number:	1735322	SONG OF FLOWER

CORRESPONDENCE DATA

Fax Number: (212)326-2061
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 326-2170
 Email: cray@omm.com, lsmithevans@omm.com
 Correspondent Name: Claudia Ray

CH \$240.00 2700599

Address Line 1: 7 Times Square
Address Line 2: Times Square Tower
Address Line 4: New York, NEW YORK 10036

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Leticia Smith-Evans
Signature:	/LSMITHEVANS/
Date:	02/26/2008

Total Attachments: 5
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REGENT INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("Assignment") effective as of 31 January 2008 (the "Effective Date"), is by and between Regent Hospitality Worldwide, Inc. a corporation organized under the laws of Minnesota ("Assignor") and Classic Cruises Holdings S. De R. L., a corporation organized under the laws of Panama ("Assignee").

WHEREAS, Carlson Cruises Worldwide, Inc. ("CCW") a Minnesota corporation and an Affiliate of Assignor, is the owner and operator of the RSSC Business, as defined in the SPA (as defined below);

WHEREAS, CCW and Assignee have entered into an Agreement for the Sale and Purchase of the Interest of Carlson Cruises Worldwide, Inc. in the RSSC Business (the "SPA") and the Regent Seven Seas Cruises Master Agreement (the "MA") through which Assignee is acquiring the RSSC Business from CCW;

WHEREAS, it is a condition to the Completion of the SPA that Assignor enter into this Assignment to transfer to Assignee the RSSC Business Intellectual Property Rights;

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the RSSC Business Intellectual Property Rights; and

WHEREAS, Assignee is the Assignor's successor with respect to the RSSC Business, to which the trademarks in the RSSC Business Intellectual Property Rights pertain, and the RSSC Business is ongoing and existing;

NOW, THEREFORE, in consideration of, among other things, the payment by Assignee of the Consideration set forth in the SPA and in further consideration of the mutual covenants and agreements contained in the SPA and MA, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Capitalized Terms. Capitalized terms used herein without definitions shall have the meanings ascribed in the SPA.

2. Assignment of Intellectual Property Rights. Effective as of the Effective Date, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the following:

2.1. the trademarks set forth in Exhibit D of the Trade Mark License Agreement and the goodwill of the business connected with the use thereof and symbolized thereby;

2.2. the domain names and registrations therefor set forth in Exhibit F of the Trade Mark License Agreement; and

2.3. all other right, title and interest of Assignor in and to the RSSC Business Intellectual Property Rights.

3. Relationship with the SPA. This Assignment is intended to evidence the consummation of the transactions contemplated by the SPA. This Assignment is made without representation or warranty except as provided in and by the SPA. This Assignment is in all respects subject to the provisions of the SPA and is not intended in any way to supersede, limit or qualify any provision of the SPA.

4. Further Assurances. Assignor hereby covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the transfer of Assignor's interest in the RSSC Business Intellectual Property Rights.

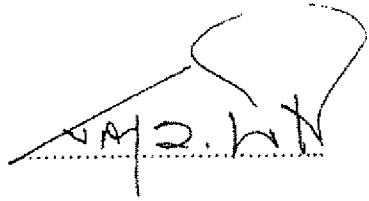
5. Recordation. Assignee shall be responsible for recording this Assignment with the U.S. Patent and Trademark Office and other international authorities.

6. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

SIGNATORIES

Signed on behalf of)
REGENT HOSPITALITY)
WORLDWIDE, INC)
acting by.....)
JAY WITZEL, PRESIDENT)



A handwritten signature in black ink, appearing to read 'JAY WITZEL', is written over a horizontal dotted line. The signature is stylized and somewhat cursive.

Signed on behalf of)
CLASSIC CRUISES)
HOLDINGS S. DE R. L)
acting by.....)
_____)

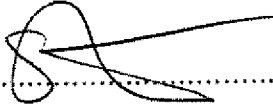
.....

SIGNATORIES

Signed on behalf of)
REGENT HOSPITALITY)
WORLDWIDE, INC)
acting by.....)


.....

Signed on behalf of)
CLASSIC CRUISES)
HOLDINGS S. DE R.L.)
acting by.....)


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[SIGNATURE PAGE: REGENT INTELLECTUAL PROPERTY ASSIGNMENT]

EXHIBIT D
(Seven Seas Marks)

Mark	Reg. No./ Serial No.	Reg. Date/ App. Date	Class	Country of Registration
Seven Seas Explorer	2,700,599 78/140,790	3/25/2003 7/2/2002	41	UNITED STATES
Seven Seas Navigator	2,571,631 78/066,846	5/21/2002 6/1/2001	39	UNITED STATES
Seven Seas Mariner	2,540,614 78/066,842	2/19/2002 6/1/2001	39	UNITED STATES
Seven Seas Cruises	77/173,487	5/4/2007	39, 43	UNITED STATES
Seven Seas Voyager	77/173,396	5/4/2007	39	UNITED STATES
Seven Seas Society	77/014,405	10/5/2006	39	UNITED STATES
Unique Discoveries	3,271,297 77/017,679	7/31/2007 10/10/2006	16	UNITED STATES
Luxury Goes Exploring	2,661,799 76/207,391	12/17/2002 2/8/2001	39, 41, 42	UNITED STATES
Song of Flower	1,735,322 74/252,848	11/24/1992 2/25/1992	39	UNITED STATES
Seven Seas Adventurer				
Seven Seas Diamond				
Seven Seas Discoverer				
Seven Seas Endeavor				
				
Seven Seas Cruise Line				
Seven Seas				
SSC				