

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Holland America Line - USA, Inc.		05/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Holland America Line N.V.		
Street Address:	450 Third Avenue West		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98119		
Entity Type:	Corporation: CURACAO		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	1407976		
Registration Number:	5065735		
Registration Number:	1956142	AIRPLUS SERVICE	
Registration Number:	2171793	CLUB HAL	
Registration Number:	5631003	COMMITTED TO YOUR SUCCESS	
Registration Number:	3880640	CRUISE WITH PURPOSE	
Registration Number:	4051013	CULINARY COUNCIL	
Registration Number:	5885723	EXC	
Registration Number:	5381785	EXC CHANNEL	
Registration Number:	5635951	EXC IN-DEPTH	
Registration Number:	5938375	EXC PORT TO TABLE	
Registration Number:	5381784	EXC TALKS	
Registration Number:	5481855	EXC TOURS	
Registration Number:	6034032	EXPLORATIONS CENTRAL	
Registration Number:	4391274	FLIGHT EASE	
Registration Number:	1407088	HOLLAND AMERICA	
Registration Number:	0995488	HOLLAND AMERICA CRUISES	
Registration Number:	2326802	HOLLAND AMERICA LINE	
Registration Number:	3992785	HOLLAND AMERICA LINE DIGITAL WORKSHOP	
TRADEMARK			

CH \$1165.00 1407976

Property Type	Number	Word Mark
Registration Number:	5272090	HOLLAND AMERICA LINE NAVIGATOR
Registration Number:	5272139	HOLLAND AMERICA LINE PRIVILEGES
Registration Number:	1648371	HOLLAND AMERICA WESTOURS
Registration Number:	5065740	JOURNEYS ASHORE
Registration Number:	2023991	MARINER
Registration Number:	2373913	MARINER SOCIETY
Registration Number:	1475344	MCKINLEY EXPLORER
Registration Number:	3957122	MS NIEUW AMSTERDAM
Registration Number:	5069532	MUSIC WALK
Registration Number:	4364908	ON DECK FOR A CAUSE
Registration Number:	3430092	ON STAGE ALASKA
Registration Number:	3430093	ON STAGE ALASKA
Registration Number:	5312735	OUR BOLD NEW STORY
Registration Number:	4933714	PARTNERSHIPS
Registration Number:	5630830	PARTNERSHIPS COMMITTED TO YOUR SUCCESS
Registration Number:	5630831	PARTNERSHIPS COMMITTED TO YOUR SUCCESS
Registration Number:	5908433	PORT TO TABLE
Registration Number:	5065676	SAVOR THE JOURNEY
Registration Number:	1923036	S-E-A
Registration Number:	1230390	SEAFARER
Registration Number:	1947546	SEAGOING ENVIRONMENTAL AWARENESS
Registration Number:	3745556	SHIP FLICKS
Registration Number:	1971939	SUNFARER
Registration Number:	3868135	TRAVEL WELL
Registration Number:	1625244	WAYFARER
Registration Number:	933017	WESTOURS
Registration Number:	1991621	WORLDWIDE SHORE SERVICES

CORRESPONDENCE DATA

Fax Number:

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.

Email: naffinito@paulweiss.com, lfranco@paulweiss.com,
aspoto@paulweiss.com

Correspondent Name: Natalie A. Affinito

Address Line 1: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 2: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 03446-0126

NAME OF SUBMITTER: Natalie Affinito

SIGNATURE:	/Natalie Affinito/
DATE SIGNED:	05/06/2020
Total Attachments: 4 source=13749304_4_Carnival - HAL US Trademark Assignment Agreement (Executed)#page1.tif source=13749304_4_Carnival - HAL US Trademark Assignment Agreement (Executed)#page2.tif source=13749304_4_Carnival - HAL US Trademark Assignment Agreement (Executed)#page3.tif source=13749304_4_Carnival - HAL US Trademark Assignment Agreement (Executed)#page4.tif	

Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on May 5, 2020, by Holland America Line – USA, Inc., a Delaware corporation ("Assignor"), in favor of Holland America Line N.V., a Curacao corporation (formerly a Netherlands Antilles corporation) ("Assignee") (each a "Party" and collectively, the "Parties").

WHEREAS, pursuant to that certain Intellectual Property Assignment Agreement, dated as of the date hereof (the "Intellectual Property Agreement"), Assignor has conveyed, assigned and transferred to Assignee all of Assignor's rights in and to the Assigned IP Assets (defined therein), including the trademark registrations and applications identified on Schedule 1 hereto (collectively, the "Trademarks"), and all goodwill connected with the use of or symbolized thereby;

WHEREAS, pursuant to the Intellectual Property Agreement, the Assignee has acquired and accepted all of Assignor's rights in and to the Assigned IP Assets, including the Trademarks; and

WHEREAS, the Parties wish to record such acquisition in the United States Patent and Trademark Office.

NOW, THEREFORE, in accordance with the Intellectual Property Agreement and in consideration of the mutual agreements set forth in this Assignment and the Intellectual Property Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used herein and not defined herein have the meanings set forth in the Intellectual Property Agreement.
2. Assignor hereby conveys, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under (i) the Trademarks, (ii) all goodwill connected with and symbolized by the Trademarks and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary contained herein, the Assigned IP Assets shall not include any application for registration of a trademark that would be invalidated, canceled, voided or abandoned due to the conveyance, assignment and/or transfer of the Assigned IP Assets hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing and acceptance of a statement of use or amendment to allege use pursuant to 15 USC 1051(c) or (d), unless and until such time that the conveyance,

assignment and/or transfer of the Assigned IP Assets hereunder will not cause such trademark to be invalidated, canceled, voided or abandoned.

3. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications. The parties hereby acknowledge and affirm that their respective rights in and to the Trademarks are more fully set forth in the Intellectual Property Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Intellectual Property Agreement, the terms of the Intellectual Property Agreement shall control.

4. This Assignment is subject to all the terms and conditions of the Intellectual Property Agreement, which is incorporated by reference as if fully set forth herein. The Parties intend that this Assignment is for recordation purposes only, and its terms shall not modify and shall be subject to the applicable terms and conditions of the Intellectual Property Agreement, which govern the Parties' rights and interests in the Assigned IP Assets.

5. This Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

6. This Assignment may be executed in separate counterparts, each of which when taken together shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by email in PDF or similar electronic means, such signature shall create a valid and binding obligation of the party on whose behalf the signature is executed, with the same force and effect as if such PDF signature were an original thereof.


7. This Assignment 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 Assignment 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.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.


ASSIGNOR

HOLLAND AMERICA LINE – USA, INC.

By: 
Name: Anthony Kaufman
Title: Executive Vice President

ASSIGNEE

HOLLAND AMERICA LINE N.V.

By: 
Name: Anthony Kaufman
Title: Proxyholder

SCHEDULE 1

Trademark Registrations and Applications

	Mark	Registration No.	Registration Date
1.	(Device Only)	1407976	Sep 2 1986
2.	(Device Only)	5065735	Oct 18 2016
3.	AIRPLUS SERVICE	1956142	Feb 13 1996
4.	CLUB HAL	2171793	Jul 7 1998
5.	COMMITTED TO YOUR SUCCESS	5631003	Dec 18 2018
6.	CRUISE WITH PURPOSE	3880640	Nov 23 2010
7.	CULINARY COUNCIL	4051013	Nov 1 2011
8.	EXC	5885723	Oct 15 2019
9.	EXC CHANNEL	5381785	Jan 16 2018
10.	EXC IN-DEPTH	5635951	Dec 25 2018
11.	EXC PORT TO TABLE	5938375	Dec 17 2019
12.	EXC TALKS	5381784	Jan 16 2018
13.	EXC TOURS	5481855	May 29 2018
14.	EXPLORATIONS CENTRAL	6034032	Apr 14 2020
15.	FLIGHT EASE	4391274	Aug 27 2013
16.	HOLLAND AMERICA	1407088	Aug 26 1986
17.	HOLLAND AMERICA CRUISES	0995488	Oct 8 1974
18.	HOLLAND AMERICA LINE	2326802	Mar 7 2000
19.	HOLLAND AMERICA LINE DIGITAL WORKSHOP	3992785	Jul 12 2011
20.	HOLLAND AMERICA LINE NAVIGATOR	5272090	Aug 22 2017
21.	HOLLAND AMERICA LINE PRIVILEGES	5272139	Aug 22 2017
22.	HOLLAND AMERICA WESTOURS	1648371	Jun 18 1991
23.	JOURNEYS ASHORE	5065740	Oct 18 2016
24.	MARINER	2023991	Dec 17 1996
25.	MARINER SOCIETY	2373913	Aug 1 2000
26.	MCKINLEY EXPLORER	1475344	Feb 2 1988
27.	MS NIEUW AMSTERDAM	3957122	May 10 2011
28.	MUSIC WALK	5069532	Oct 25 2016
29.	ON DECK FOR A CAUSE	4364908	Jul 9 2013
30.	ON STAGE ALASKA	3430092	May 20 2008
31.	ON STAGE ALASKA	3430093	May 20 2008
32.	OUR BOLD NEW STORY	5312735	Oct 17 2017
33.	PARTNERSHIPS	4933714	Apr 5 2016
34.	PARTNERSHIPS COMMITED TO YOUR SUCCESS	5630830	Dec 18 2018
35.	PARTNERSHIPS COMMITED TO YOUR SUCCESS	5630831	Dec 18 2018
36.	PORT TO TABLE	5908433	Nov 12 2019
37.	SAVOR THE JOURNEY	5065676	Oct 18 2016
38.	S-E-A	1923036	Sep 26 1995
39.	SEAFARER	1230390	Mar 8 1983
40.	SEAGOING ENVIRONMENTAL AWARENESS	1947546	Jan 9 1996
41.	SHIP FLICKS	3745556	Feb 2 2010
42.	SUNFARER	1971939	Apr 30 1996
43.	TRAVEL WELL	3868135	Oct 26 2010
44.	WAYFARER	1625244	Nov 27 1990
45.	WESTOURS	933017	Apr 25 1972
46.	WORLDWIDE SHORE SERVICES	1991621	Aug 6 1996