

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI32151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
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
RECEIVING PARTY DATA			
Company Name:	COSTA CROCIERE S.P.A.		
Street Address:	PIAZZA PICCAPIETRA 48		
City:	GENOVA		
State/Country:	ITALY		
Postal Code:	16121		
Entity Type:	Società Per Azioni (Spa): ITALY		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2493106	C	
Registration Number:	2334548	COSTA CRUISES	
Registration Number:	2616163	C COSTA	
Registration Number:	2264549	AIDA	
Registration Number:	3140905	AIDA CRUISES	
Registration Number:	3833246	SEETOURS	
CORRESPONDENCE DATA			
Fax Number:	3474021997		
<i>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.</i>			
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		

CH \$165.00.00 75617562

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

Total Attachments: 5

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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 COSTA CROCIERE S.P.A., a limited liability company duly organized and existing under the laws of Italy (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. 7008/0304 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”); 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. 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: 7008/0304

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
C & device	2493106	Sep 25 2001
COSTA CRUISES	2334548	Mar 28 2000
C COSTA & device (bn-hor)	2616163	Sep 10 2002
COSTACLUB	1271030	Jun 5 2015
COSTACLUB figurativo	1283501	Aug 8 2017
AIDA	2264549	Jul 27 1999
AIDA Cruises	3140905	Sep 12 2006
SEETOURS	3833246	Aug 17 2010