

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM788868

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NCL US IP CO 2, LLC		02/22/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank Trust Company, National Association, as Security Agent		
Street Address:	60 Livingston Avenue		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107-1419		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 65			
Property Type	Number	Word Mark	
Registration Number:	1548650	NORWEGIAN CRUISE LINE	
Registration Number:	2281788	NCL	
Registration Number:	2426628	PRESIDENT'S CLUB	
Registration Number:	2489424	FREESTYLE CRUISING	
Registration Number:	2506908	LATITUDES	
Registration Number:	2558675	NORWEGIAN SUN	
Registration Number:	2558684	NORWEGIAN SKY	
Registration Number:	2591379	NORWEGIAN STAR	
Registration Number:	2622217	NORWEGIAN DAWN	
Registration Number:	2938444	FREESTYLE VACATION	
Registration Number:	2977330	NCL AMERICA	
Registration Number:	2977375	PRIDE OF AMERICA	
Registration Number:	3041816	FREESTYLE DINING	
Registration Number:	3180959	NORWEGIAN JEWEL	
Registration Number:	3180960	NORWEGIAN SPIRIT	
Registration Number:	3211147	CASINOS AT SEA	
Registration Number:	3270213	NORWEGIAN PEARL	
Registration Number:	3469520	NORWEGIAN GEM	
Registration Number:	3506596		

CH \$1640.00 1548650

Property Type	Number	Word Mark
Registration Number:	3528431	NORWEGIAN JADE
Registration Number:	3861538	NORWEGIAN EPIC
Registration Number:	4218949	THE HAVEN BY NORWEGIAN
Registration Number:	4218950	THE HAVEN BY NORWEGIAN
Registration Number:	4291686	NORWEGIAN ICONCIERGE
Registration Number:	4361834	NORWEGIAN BREAKAWAY
Registration Number:	4522321	BLISS COLLECTION BY NORWEGIAN
Registration Number:	4522357	NORWEGIAN GETAWAY
Registration Number:	4591296	CASINOS AT SEA REWARDS
Registration Number:	4591298	CASINOS AT SEA PLAYERS CLUB
Registration Number:	4606249	CRUISE COACH
Registration Number:	4636290	THE WATERFRONT
Registration Number:	4636291	678 OCEAN PLACE
Registration Number:	4696459	NORWEGIAN FIGHT KLUB
Registration Number:	4816395	NORWEGIAN CRUISE LINE NCL
Registration Number:	4871173	NORWEGIAN ESCAPE
Registration Number:	4961655	FEEL FREE
Registration Number:	5151764	FLIGHTHOUSE
Registration Number:	5182716	THE NORWEGIAN EDGE
Registration Number:	5297281	NORWEGIAN JOY
Registration Number:	5520994	NORWEGIAN BLISS
Registration Number:	5962136	NORWEGIAN ENCORE
Serial Number:	88658631	NORWEGIAN AQUA
Serial Number:	88658652	NORWEGIAN BELLA
Serial Number:	88275214	NORWEGIAN BLISS SPEEDWAY
Serial Number:	88278596	NORWEGIAN BLISS SPEEDWAY
Serial Number:	88848492	NORWEGIAN CRUISE LINE POKER CHALLENGE
Serial Number:	88275242	NORWEGIAN ENCORE SPEEDWAY
Serial Number:	88280865	NORWEGIAN ENCORE SPEEDWAY
Serial Number:	88275231	NORWEGIAN JOY SPEEDWAY
Serial Number:	88280888	NORWEGIAN JOY SPEEDWAY
Serial Number:	88658469	NORWEGIAN LUNA
Serial Number:	88660008	NORWEGIAN OMBRA
Serial Number:	88658388	NORWEGIAN PRIMA
Serial Number:	88658724	NORWEGIAN ULTIMA
Serial Number:	88658437	NORWEGIAN VELA
Serial Number:	88658695	NORWEGIAN VIVA
Serial Number:	87766993	THE HAVEN

Property Type	Number	Word Mark
Serial Number:	88896780	SAILSAFE
Serial Number:	97612429	REBEL FISH CREATIVE GROUP
Serial Number:	97612459	REBEL FISH CREATIVE GROUP
Serial Number:	97612421	REBEL FISH CREATIVE GROUP
Serial Number:	97294277	66 BY NORWEGIAN
Serial Number:	97136860	LATITUDES REWARDS
Serial Number:	90041440	NORWEGIAN'S GIVING JOY
Serial Number:	88957934	NORWEGIAN'S PEACE OF MIND

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos, Esq.

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 41112.00059

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 02/22/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

(Trademark Registrations and Trademark Applications)

TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2023, between NCL US IP CO 2, LLC, a Delaware limited liability company (the “Grantor”), and U.S. Bank Trust Company, National Association, as Security Agent.

WHEREAS, Grantor owns the Trademark Collateral (as defined below);

WHEREAS, NCL CORPORATION LTD., an exempted company incorporated under the laws of Bermuda (the “Issuer”), the Guarantors (as defined therein) and U.S. Bank Trust Company, National Association, as trustee and as security agent, are parties to a Indenture, dated as of February 22, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”); and

WHEREAS, pursuant to (i) a Collateral Agreement dated as of February 22, 2023 (as amended and/or supplemented from time to time, the “Collateral Agreement”) among the Grantors identified therein and the Security Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “Grantee”) and (ii) certain other Security Documents (including this Trademark Security Agreement), Grantor has granted to Grantee for the benefit of such Secured Parties a continuing security interest in personal property of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Collateral Agreement, Grantor hereby grants to Grantee, to secure the Note Obligations, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (excluding any Excluded Assets), including, without limitation, each Trademark registration or application therefor referred to in Schedule 1 hereto; and

(ii) all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future infringement or unfair competition regarding the same of any Trademark (including, without limitation, any Trademark owned by Grantor and identified in Schedule 1).

Grantor irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of Grantor or in Grantee’s name, from time to time, in Grantee’s discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or

desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

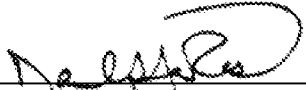
Except to the extent not prohibited by the Collateral Agreement or the Indenture, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

The foregoing security interest is granted in conjunction with the security interests granted by Grantor to Grantee pursuant to the Collateral Agreement. Terms defined in the Collateral Agreement (or whose definitions are incorporated by reference in Section 1 of the Collateral Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein. Grantor acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the Collateral Agreement shall govern.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

NCL US IP CO 2, LLC

By: 
Name: Daniel S. Farkas
Title: Executive Vice President,
General Counsel and Secretary

Acknowledged:

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**, as Collateral
Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

NCL US IP CO 2, LLC

By: _____
Name: Daniel S. Farkas
Title: Executive Vice President,
General Counsel and Secretary

Acknowledged:

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**, as Security
Agent

By: _____
Name: Joshua A. Hahn
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007981 FRAME: 0412**

**Schedule 1
to Trademark Security Agreement**

NCL US IP CO 2, LLC

TRADEMARK REGISTRATIONS

Trademark Title	Registration No.	Registration Date	Country
NORWEGIAN CRUISE LINE	1548650	18-Jul-1989	USA
NCL	2281788	28-Sep-1999	USA
PRESIDENT'S CLUB	2426628	06-Feb-2001	USA
FREESTYLE CRUISING	2489424	11-Sep-2001	USA
LATITUDES	2506908	13-Nov-2001	USA
NORWEGIAN SUN	2558675	09-Apr-2002	USA
NORWEGIAN SKY	2558684	09-Apr-2002	USA
NORWEGIAN STAR	2591379	09-Jul-2002	USA
NORWEGIAN DAWN	2622217	17-Sep-2002	USA
FREESTYLE VACATION	2938444	05-Apr-2005	USA
NCL AMERICA	2977330	26-Jul-2005	USA
PRIDE OF AMERICA	2977375	26-Jul-2005	USA
FREESTYLE DINING	3041816	10-Jan-2006	USA
NORWEGIAN JEWEL	3180959	05-Dec-2006	USA
NORWEGIAN SPIRIT	3180960	05-Dec-2006	USA
CASINOS AT SEA and Design	3211147	20-Feb-2007	USA
NORWEGIAN PEARL	3270213	24-Jul-2007	USA
NORWEGIAN GEM	3469520	15-Jul-2008	USA
Fish Logo (Diagonal)	3506596	23-Sep-2008	USA
NORWEGIAN JADE	3528431	04-Nov-2008	USA
NORWEGIAN EPIC	3861538	12-Oct-2010	USA
THE HAVEN BY NORWEGIAN	4218949	02-Oct-2012	USA
THE HAVEN BY NORWEGIAN (Stylized)	4218950	02-Oct-2012	USA
NORWEGIAN iCONCIERGE	4291686	19-Feb-2013	USA
NORWEGIAN BREAKAWAY	4361834	02-Jul-2013	USA

Trademark Title	Registration No.	Registration Date	Country
BLISS COLLECTION BY NORWEGIAN	4522321	29-Apr-2014	USA
NORWEGIAN GETAWAY	4522357	29-Apr-2014	USA
CASINOS AT SEA REWARDS	4591296	26-Aug-2014	USA
CASINOS AT SEA PLAYERS CLUB	4591298	26-Aug-2014	USA
CRUISE COACH	4606249	16-Sep-2014	USA
THE WATERFRONT	4636290	11-Nov-2014	USA
678 OCEAN PLACE	4636291	11-Nov-2014	USA
NORWEGIAN FIGHT KLUB	4696459	03-Mar-2015	USA
NORWEGIAN CRUISE LINE NCL and Design	4816395	22-Sep-2015	USA
NORWEGIAN ESCAPE	4871173	15-Dec-2015	USA
FEEL FREE	4961655	17-May-2016	USA
FLIGHTHOUSE	5151764	28-Feb-2017	USA
THE NORWEGIAN EDGE	5182716	11-Apr-2017	USA
NORWEGIAN JOY	5297281	26-Sep-2017	USA
NORWEGIAN BLISS	5520994	17-Jul-2018	USA
NORWEGIAN ENCORE	5962136	14-Jan-2020	USA
NORWEGIAN JOY	TMA1009045	15-Nov-2018	Canada
FREESTYLE CRUISING	TMA577947	24-Mar-2003	Canada
NORWEGIAN SKY	TMA610688	19-May-2004	Canada
NORWEGIAN SEA	TMA629692	07-Jan-2005	Canada
NORWEGIAN DAWN	TMA635737	21-Mar-2005	Canada
NORWEGIAN SUN	TMA635738	21-Mar-2005	Canada
NORWEGIAN STAR	TMA637416	14-Apr-2005	Canada
FREESTYLE DINING	TMA672580	13-Sep-2006	Canada
FREESTYLE VACATION	TMA677285	17-Nov-2006	Canada
FREESTYLE CELLULAR SERVICE	TMA693943	13-Aug-2007	Canada
FREESTYLE CELLULAR SERVICE ON THE HIGH SEAS	TMA700564	09-Nov-2007	Canada
NORWEGIAN CROWN	TMA707439	14-Feb-2008	Canada

Trademark Title	Registration No.	Registration Date	Country
NORWEGIAN JEWEL	TMA707440	14-Feb-2008	Canada
NORWEGIAN SPIRIT	TMA707441	14-Feb-2008	Canada
NORWEGIAN CRUISE LINE	TMA736538	19-Mar-2009	Canada
NORWEGIAN PEARL	TMA743348	10-Jul-2009	Canada
NORWEGIAN GEM	TMA745689	19-Aug-2009	Canada
FREESTYLE CRUISING and Fish Design	TMA745747	19-Aug-2009	Canada
NCL. WHERE YOU'RE FREE TO WHATEVER.	TMA745748	19-Aug-2009	Canada
Fish Logo (Diagonal)	TMA766488	12-May-2010	Canada
NORWEGIAN JADE	TMA783319	24-Nov-2010	Canada
NCL BOOKSAFE	TMA792911	15-Mar-2011	Canada
NORWEGIAN EPIC	TMA827474	04-Jul-2012	Canada
CRUISE LIKE A NORWEGIAN and Design (B&W)	TMA848215	10-Apr-2013	Canada
CRUISE LIKE A NORWEGIAN and Design (Color)	TMA848216	10-Apr-2013	Canada
THE NORWEGIAN WAY	TMA856298	25-Jul-2013	Canada
NORWEGIAN BREAKAWAY	TMA860022	12-Sep-2013	Canada
NORWEGIAN BLISS	TMA912100	21-Aug-2015	Canada
THE WATERFRONT	TMA917677	20-Oct-2015	Canada
678 OCEAN PLACE	TMA917694	20-Oct-2015	Canada
NORWEGIAN ESCAPE	TMA948190	01-Sep-2016	Canada
FEEL FREE	TMA960942	24-Jan-2017	Canada
NORWEGIAN ENCORE	TMA1093421	10-FEB-2021	Canada
NORWEGIAN BLISS SPEEDWAY	TMA1153608	28-NOV-2022	Canada
NORWEGIAN ENCORE SPEEDWAY	TMA1153654	29-NOV-2022	Canada

TRADEMARK APPLICATIONS

Filing Title	Application No.	Application Date	Country
FREEDOM WAVE	1971972	20-Jun-2019	Canada

NCL	1962733	14-May-2019	Canada
NORWEGIAN BLISS SPEEDWAY and Design	1943267	29-Jan-2019	Canada
		0	
NORWEGIAN ENCORE SPEEDWAY and Design	1943272	29-Jan-2019	Canada
NORWEGIAN GETAWAY	1544154	20-Sep-2011	Canada
NORWEGIAN GETAWAY	1988931	08-Oct-2019	Canada
NORWEGIAN JOY SPEEDWAY	1943286	29-Jan-2019	Canada
NORWEGIAN JOY SPEEDWAY and Design	1943304	29-Jan-2019	Canada
NORWEGIAN'S PEACE OF MIND	2033890	2-Jun-2020	Canada
NORWEGIAN VIVA	1998422	22-Oct-2019	Canada
NORWEGIAN ULTIMA	1998424	22-Oct-2019	Canada
NORWEGIAN PRIMA	2000827	22-OCT-2019	Canada
NORWEGIAN BELLA	1998420	22-OCT-2019	Canada
NORWEGIAN VELA	1998419	22-OCT-2019	Canada
NORWEGIAN LUNA	1998423	22-OCT-2019	Canada
NORWEGIAN AQUA	2000836	23-OCT-2019	Canada
THE HAVEN	2086517	23-FEB-2021	Canada
NORWEGIAN AQUA	88/658631	17-Oct-2019	USA
NORWEGIAN BELLA	88/658652	17-Oct-2019	USA
NORWEGIAN BLISS SPEEDWAY	88/275214	24-Jan-2019	USA
NORWEGIAN BLISS SPEEDWAY and Design	88/278596	28-Jan-2019	USA

NORWEGIAN CRUISE LINE POKER CHALLENGE	88/848492	26-Mar-2020	USA
NORWEGIAN ENCORE SPEEDWAY	88/275242	24-Jan-2019	USA
NORWEGIAN ENCORE SPEEDWAY and Design	88/280865	29-Jan-2019	USA
NORWEGIAN JOY SPEEDWAY	88/275231	24-Jan-2019	USA
NORWEGIAN JOY SPEEDWAY Logo	88/280888	29-Jan-2019	USA
NORWEGIAN LUNA	88/658469	17-Oct-2019	USA
NORWEGIAN OMBRA	88/660008	18-Oct-2019	USA
NORWEGIAN PRIMA	88/658388	17-Oct-2019	USA
NORWEGIAN ULTIMA	88/658724	17-Oct-2019	USA
NORWEGIAN VELA	88/658437	17-Oct-2019	USA
NORWEGIAN VIVA	88/658695	17-Oct-2019	USA
THE HAVEN	87/766993	23-Jan-2018	USA
SAIL SAFE	88/896780	1-May-2020	USA
REBEL FISH CREATIVE GROUP	97/612429	29-Sep-2022	USA
REBEL FISH CREATIVE GROUP logo	97/612459	29-Sep-2022	USA
REBEL FISH CREATIVE GROUP logo	97/612421	29-Sep-2022	USA
66 BY NORWEGIAN	97/294277	03-Mar-2022	USA
LATITUDES REWARDS	97/136860	22-Nov-2021	USA
NORWEGIAN'S GIVING JOY	90/041440	08-Jul-2020	USA
NORWEGIAN'S PEACE OF MIND	88/957934	10-Jun-2020	USA