

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI22387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
U.S. Bank Trust Company, National Association (as successor to U.S. Bank National Association)			02/01/2024
RECEIVING PARTY DATA			
Company Name:	Carnival Corporation		
Street Address:	3655 N.W. 87 AVENUE		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33178-2428		
PROPERTY NUMBERS Total: 9			
Property Type	Number		
Patent Number:	D835201		
Patent Number:	10045184		
Patent Number:	10157514		
Patent Number:	10049516		
Patent Number:	10037642		
Patent Number:	10171978		
Patent Number:	10304271		
Patent Number:	10499228		
Application Number:	16663942		
CORRESPONDENCE DATA			
Fax Number:	3477102662		
<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:	(212)3732576		
Email:	mmcguire@paulweiss.com,amtang@paulweiss.com		
Correspondent Name:	Michael McGuire		
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:	003446-0144		

NAME OF SUBMITTER:	Michael McGuire
SIGNATURE:	Michael McGuire
DATE SIGNED:	02/13/2024
Total Attachments: 5 source=Carnival - IP Release (Patent) - Carnival Corp (Executed)#page1.tif source=Carnival - IP Release (Patent) - Carnival Corp (Executed)#page2.tif source=Carnival - IP Release (Patent) - Carnival Corp (Executed)#page3.tif source=Carnival - IP Release (Patent) - Carnival Corp (Executed)#page4.tif source=Carnival - IP Release (Patent) - Carnival Corp (Executed)#page5.tif	

NOTICE OF RELEASE OF
SECURITY INTEREST IN PATENTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN PATENTS (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 (referred to herein as the “Pari Passu Collateral Agent”), in favor of CARNIVAL CORPORATION, a corporation duly organized and existing under the laws of the Republic of Panama (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. Patents, dated as of July 20, 2020 in favor of the Pari Passu Collateral Agent (the “Patent Security Agreement”);

WHEREAS, pursuant to the Patent Security Agreement, the Pledgor pledged and granted to the Pari Passu Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its intellectual property, including but not limited to the patents of the Pledgor set forth on Schedule A attached hereto (the “Released Patents”);

WHEREAS, the Pari Passu Collateral Agent’s security interest was recorded in the Released Patents with the United States Patent and Trademark Office (the “USPTO”) on July 28, 2020, at Reel/Frame No. 053315/ 0177; 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 Patents 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 Patent 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 Patents 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 Patents.

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.

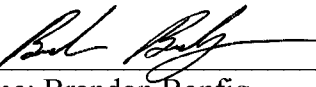
SECTION 6. Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall 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 undersigned has executed this Release by its duly authorized officer as of the date first above written.

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

Patents

U.S. Patent Registrations

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
GAMING STATION	D835201	Dec 4 2018
WIRELESS GUEST ENGAGEMENT SYSTEM	10045184	Aug 7 2018
PORTABLE WIRELESS DEVICES FOR USE IN WIRELESS GUEST ENGAGEMENT SYSTEMS	10157514	Dec 18 2018
DOOR LOCKS AND ASSEMBLIES FOR USE IN WIRELESS GUEST ENGAGEMENT SYSTEMS	10049516	Aug 14 2018
DEVICES AND ACCESSORIES FOR USE IN WIRELESS GUEST ENGAGEMENT SYSTEMS	10037642	Jul 31 2018
DOOR LOCKS AND ASSEMBLIES FOR USE IN WIRELESS GUEST ENGAGEMENT SYSTEMS	10171978	Jan 1 2019
DEVICES AND ACCESSORIES FOR USE IN WIRELESS GUEST ENGAGEMENT SYSTEMS	10304271	May 28 2019
WIRELESS GUEST ENGAGEMENT SYSTEM	10499228	Dec 3 2019

U.S. Patent Applications

<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>
WIRELESS GUEST ENGAGEMENT SYSTEM	16/663942	Oct 25 2019