

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM710661

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks - Reel/Frame 6940/0021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent		02/22/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	NCL US IP CO 2, LLC
Street Address:	7665 Corporate Center Drive
City:	Miami
State/Country:	FLORIDA
Postal Code:	33126
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	4636291	678 OCEAN PLACE
Registration Number:	4522321	BLISS COLLECTION BY NORWEGIAN
Registration Number:	2470536	CAPTAIN'S CLUB
Registration Number:	3211147	CASINOS AT SEA
Registration Number:	4591298	CASINOS AT SEA PLAYERS CLUB
Registration Number:	4591296	CASINOS AT SEA REWARDS
Registration Number:	2428532	CHOCOHOLIC BUFFET
Registration Number:	4606249	CRUISE COACH
Registration Number:	4129822	CRUISE LIKE A NORWEGIAN
Registration Number:	4142735	CRUISE LIKE A NORWEGIAN
Registration Number:	4142736	CRUISE LIKE A NORWEGIAN
Registration Number:	2428531	DIVE IN
Registration Number:	4961655	FEEL FREE
Registration Number:	3506596	
Registration Number:	5151764	FLIGHTHOUSE
Registration Number:	2489424	FREESTYLE CRUISING
Registration Number:	3041816	FREESTYLE DINING

OP \$1390.00 4636291

Property Type	Number	Word Mark
Registration Number:	2938444	FREESTYLE VACATION
Registration Number:	2425362	KID'S CREW
Registration Number:	2506908	LATITUDES
Registration Number:	2540263	LOYALTY HAS ITS PRIVILEGES
Registration Number:	2281788	NCL
Registration Number:	2977330	NCL AMERICA
Registration Number:	5520994	NORWEGIAN BLISS
Registration Number:	4361834	NORWEGIAN BREAKAWAY
Registration Number:	1548650	NORWEGIAN CRUISE LINE
Registration Number:	4816395	NORWEGIAN CRUISE LINE NCL
Registration Number:	4607459	NORWEGIAN CRUISE LINE POKER CHALLENGE
Registration Number:	2622217	NORWEGIAN DAWN
Registration Number:	5962136	NORWEGIAN ENCORE
Registration Number:	3861538	NORWEGIAN EPIC
Registration Number:	4871173	NORWEGIAN ESCAPE
Registration Number:	4696459	NORWEGIAN FIGHT KLUB
Registration Number:	3469520	NORWEGIAN GEM
Registration Number:	4522357	NORWEGIAN GETAWAY
Registration Number:	4291686	NORWEGIAN ICONCIERGE
Registration Number:	3528431	NORWEGIAN JADE
Registration Number:	3180959	NORWEGIAN JEWEL
Registration Number:	5297281	NORWEGIAN JOY
Registration Number:	3270213	NORWEGIAN PEARL
Registration Number:	2558684	NORWEGIAN SKY
Registration Number:	3180960	NORWEGIAN SPIRIT
Registration Number:	2591379	NORWEGIAN STAR
Registration Number:	2558675	NORWEGIAN SUN
Registration Number:	2426628	PRESIDENT'S CLUB
Registration Number:	2977375	PRIDE OF AMERICA
Registration Number:	4218949	THE HAVEN BY NORWEGIAN
Registration Number:	4218950	THE HAVEN BY NORWEGIAN
Registration Number:	5182716	THE NORWEGIAN EDGE
Registration Number:	4636290	THE WATERFRONT
Registration Number:	4603461	MIAMI'S ULTIMATE SHIP
Registration Number:	4621307	NORWEGIAN NEXT
Registration Number:	4529638	THE BEST OF NYC SAILS TO SEA
Serial Number:	88848492	NORWEGIAN CRUISE LINE POKER CHALLENGE
Serial Number:	87766993	THE HAVEN

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.

Phone: 8004945225
Email: ipteam@coagencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1605641 TM REL A
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NAME OF SUBMITTER:	Theresa Volano
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SIGNATURE:	/Theresa Volano/
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DATE SIGNED:	02/25/2022
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Total Attachments: 11

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") dated as of February 22, 2022, is made by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the "Secured Party"), in favor of NCL US IP CO 2, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, in connection with that certain Intellectual Property Security Agreement dated as of May 14, 2020 (as amended and/or supplemented from time to time, the "Intellectual Property Security Agreement") among the Grantor and U.S. Bank National Association, as Collateral 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 that certain "Trademark Security Agreement" dated as of May 14, 2020, the Grantor granted to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral as defined in the Trademark Security Agreement (all capitalized terms used herein, but not otherwise defined herein, shall have the meanings set forth or referenced in the Intellectual Property Security Agreement, as applicable);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office (the "USPTO") on May 15, 2020 at Reel/Frame 6940/0021;

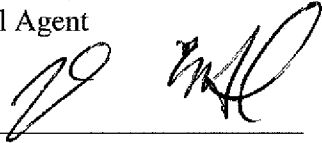
WHEREAS, the Secured Party now wishes to release its liens on, and security interests in, the Collateral in the Trademark Security Agreement, including, without limitation, the trademarks as set forth on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Secured Party hereby states as follows:

1. Release of Security Interest. The Secured Party hereby terminates, releases and discharges all of its security interest in the Trademark Collateral, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to the Grantor.
2. Recordation. The Grantor or their authorized agent is authorized to record this Agreement with the USPTO.
3. Governing Law. This Agreement and the rights and obligations of the parties under this agreement shall be construed in accordance with and governed by the laws of the State of New York.
4. Further Assurances. The Secured Party shall take all further actions, and provide to the Grantor and their successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by the Grantor, and at Grantor's cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

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

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

[Signature Page to Termination and Release of Security Interest in Trademarks - NCL US IP CO 2, LLC]