



Registration of a Charge

Company name: **CARNIVAL PLC**

Company number: **04039524**

Received for Electronic Filing: **14/04/2020**



X92ZHJEJ

Details of Charge

Date of creation: **08/04/2020**

Charge code: **0403 9524 0018**

Persons entitled: **U.S. BANK NATIONAL ASSOCIATION**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4039524

Charge code: 0403 9524 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th April 2020 and created by CARNIVAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2020 .

Given at Companies House, Cardiff on 15th April 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Notice of Grant of Security Interest in U.S. Trademarks

Date: 9 April 2020

Nathan Lotz
Friedberg LLP

NOTICE OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS, dated as of April 8, 2020 (this "Notice"), made by CARNIVAL PLC, a company incorporated and registered under the laws of England and Wales (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, as Pari Passu Collateral Agent (as defined below).

Reference is made to the U.S. Collateral Agreement, dated as of April 8, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among the Pledgor, CARNIVAL CORPORATION, (the "Issuer") and together with the Pledgor, the "Company"), each Subsidiary of the Company listed on *Schedule I* thereto as a Subsidiary Grantor and each Subsidiary of the Company that becomes a party thereto in such capacity (each, a "Subsidiary Grantor") and U.S. BANK NATIONAL ASSOCIATION, as pari passu collateral agent for the Secured Parties referred to herein (together with its successors and assigns in such capacity, the "Pari Passu Collateral Agent"). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01(b) of the U.S. Collateral Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby pledges to the Pari Passu Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Pari Passu Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned by such Pledgor or in which such Pledgor now has any right, title or interest (collectively, the "Trademark Collateral");

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing grant of security interest does not and will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any grant of a security interest in or to an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Pari Passu Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Pari Passu Collateral Agent pursuant to the U.S. Collateral Agreement. Each Pledgor hereby acknowledges and

affirms that the rights and remedies of the Pari Passu Collateral Agent with respect to the Trademark Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

SECTION 4. *Counterparts.* This Notice 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 Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS NOTICE 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 NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE 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 Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

CARNIVAL PLC

By: 

Name: Darrell Campbell

Title: Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Pari Passu Collateral Agent,

By:



Name: **Richard Prokosch**
Title: **Vice President**

Schedule I
to Notice of Grant of Security Interest in U.S. Trademarks

Trademarks Owned by Carnival plc

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
ISLAND PRINCESS	1362488	Sept 24 1985
PACIFIC PRINCESS	1361054	Sept 17 1985
PRINCESS CRUISES	895711	July 28 1970
PRINCESS CRUISES & SEA WITCH LOGO	895712	July 28 1970
PRINCESS TOURS	1078605	Nov 29 1977
ROYAL PRINCESS	3203934	Jan 30 2007
SEA PRINCESS	1362487	Sept 24 1985
Design	2403330	Nov 14 2000
BRITANNIA	3076438	Apr 4 2006
CUNARD	2131974	Jan 27 1998
CUNARD	1487964	May 10 1988
CUNARD	0927552	Jan 18 1972
CUNARD	2979914	July 26 2005
CUNARD	4971286	June 7 2016
CUNARD CONNEXIONS	2900746	Nov 2 2004
CUNARD INSIGHTS	3417320	Apr 29 2008
Design	1840930	June 21 1994
Design	1646305	May 28 1991
CUNARD WHITE STAR SERVICE	3257376	July 3 2007
CUNARD WORLD CLUB	2375492	Aug 8 2000
CUNARD-CARE	1634995	Feb 12 1991
Design	2416711	Jan 2 2001
Design	2052553	Apr 15 1997
QE	4002692	July 26 2011
QE2	4492879	Mar 11 2014
QM2	2867020	July 27 2004
Design	2848873	June 1 2004
Design	2961553	June 7 2005
QUEEN ELIZABETH	4112358	Mar 13 2012
QUEEN ELIZABETH	4026802	Sept 13 2011
QUEEN ELIZABETH	4023014	Sept 6 2011
QUEEN ELIZABETH 2	4599229	Sept 9 2014
QUEEN MARY 2	3077857	Apr 4 2006
QUEEN MARY 2	2891488	Oct 5 2004
QUEEN VICTORIA	3406436	Apr 1 2008
QV	3747762	Feb 9 2010
QV	3990284	July 5 2011
ROYAL VIKING	0972091	Oct 30 1973
Design	1866446	Dec 6 1994
Design	1787084	Aug 10 1993

Design	5221023	June 13 2017
THE CUNARDER	3196193	Jan 9 2007
THE MOST FAMOUS OCEAN LINERS IN THE WORLD	3333095	Nov 13 2007
WHITE STAR	2330874	Mar 21 2000
WHITE STAR	2622550	Sept 24 2002
WHITE STAR	3257378	July 3 2007
BRITANNIA	5239157	Dec 4 2015

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
AQUITANIA	88588772	Aug 22 2019
KING JAMES	88588812	Aug 22 2019
MAREEL	87847329	Mar 23 2018
MAURETANIA	88588755	Aug 22 2019
QUEEN ANNE	88588786	Aug 22 2019
QUEEN ISABELLA	88588802	Aug 22 2019
Design	88150423	Oct 10 2018
THE CROW'S NEST	88294870	Feb 8 2019
WHITE STAR LINE + Design	88673123	Oct 29 2019