



Registration of a Charge

Company name: **CARNIVAL PLC**

Company number: **04039524**



X987YSDE

Received for Electronic Filing: **29/06/2020**

Details of Charge

Date of creation: **28/06/2020**

Charge code: **0403 9524 0020**

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

Brief description: **EACH OF THE FOLLOWING UNITED KINGDOM TRADEMARKS REGISTERED IN THE NAME OF THE COMPANY (AS LISTED IN SCHEDULE 1 OF THE CHARGE OVER INTELLECTUAL PROPERTY RIGHTS DATED 28 JUNE 2020) INCLUDING: MARK: SIRONA, APPLICATION NO: 3464622, APPLICATION DATE: 30/12/2019. MARK: SIRONA, APPLICATION NO: 3454697, APPLICATION DATE: 30/12/2019. MARK: MAIRIN, REGISTRATION NO: 3453308, APPLICATION NO: 3453308, REGISTRATION DATE: 20/03/2020, APPLICATION DATE: 20/12/2019. FOR DETAILS OF FURTHER TRADEMARKS, PLEASE SEE THE INSTRUMENT.**

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 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2020 and created by CARNIVAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2020 .

Given at Companies House, Cardiff on 30th June 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

Confidential

I certify that, save for material redacted pursuant to section 859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Dated 28 June 2020

Norton Rose Fulbright LLP

Norton Rose Fulbright LLP
29 June 2020

CARNIVAL PLC

as Chargor

and

U.S. BANK NATIONAL ASSOCIATION

as Pari Passu Collateral Agent

CHARGE OVER INTELLECTUAL PROPERTY RIGHTS

 **NORTON ROSE FULBRIGHT**

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THIS AGREEMENT is dated 28 June 2020 and made between:

- (1) **CARNIVAL PLC** (the **Chargor**); and
- (2) **U.S. BANK NATIONAL ASSOCIATION** as pari passu collateral agent and security trustee for the Secured Parties (the **Pari Passu Collateral Agent**).

WHEREAS:

- (A) Carnival Corporation has issued \$4,000,000,000 11.500% senior secured notes due 2023 pursuant to an indenture (the **2023 Indenture**) dated as of 8 April 2020 between, amongst others, Carnival Corporation as issuer, the Chargor and the Pari Passu Collateral Agent.
- (B) The Pari Passu Collateral Agent and, amongst others, the Chargor have also entered into an intercreditor agreement dated as of 8 April 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the **Intercreditor Agreement**) and a U.S. collateral agreement dated as of 8 April 2020 (as amended, restated, supplemented, waived or otherwise modified from time to time, the **U.S. Collateral Agreement**).
- (C) Costa Crociere S.p.A. as borrower, and the European Investment Bank, as lender, have entered into a Costa New Vessels Finance Contract dated as of June 5, 2009 (the **EIB Facility**).
- (D) The Chargor has issued \$192,000,000 7.875% debentures due 2027 pursuant to an indenture (the **2027 Indenture**) between, amongst others, the Chargor and The Bank of New York as trustee.
- (E) The Chargor is the sole, absolute and unencumbered, legal and beneficial owner of the Charged Assets.
- (F) In order to secure the repayment of the Secured Obligations, the Chargor has agreed to charge, by way of first fixed charge, the Charged Assets in favour of the Pari Passu Collateral Agent on the terms of this Agreement.

IT IS AGREED as follows:

1 Definitions and interpretation

Definitions

- 1.1 In this Agreement (including the introductory paragraph and the recitals) unless the context otherwise requires or unless otherwise defined herein, words and expressions defined in the 2023 Indenture, the EIB Facility, the 2027 Indenture and the Intercreditor Agreement shall have the same meanings when used in this Agreement and the following terms shall have the following meanings, but in case of any conflict between this Agreement and the 2023 Indenture,

the EIB Facility, the 2027 Indenture or the Intercreditor Agreement, the provisions of the 2023 Indenture, the EIB Facility, the 2027 Indenture or the Intercreditor Agreement, as applicable, shall prevail. In this Agreement:

Charged Assets means those assets which are from time to time the subject of clause 3 (*Charges*).

Debt Documents has the meaning given to the term "Pari Passu Documents" in the Intercreditor Agreement.

Enforcement Time means any time at which an Event of Default has occurred that is continuing.

Event of Default has the meaning given to it in the Intercreditor Agreement.

Intellectual Property means the trade names, trademarks, designs, patents, business names, logos or other registered or unregistered intellectual property rights and other intellectual property as described in Schedule 1 (*Intellectual Property*) including:

- (a) in respect of any applications described in Schedule 1 (*Intellectual Property*), any registration granted pursuant to such application; and
- (b) any UK trade mark registrations deriving from European Union trademarks as a result of the United Kingdom leaving the European Union.

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are to pay money or to perform (or not to perform) any other act, express or implied, present, future or contingent, joint or several, incurred as a principal or surety or in any other manner or originally owing to the person claiming performance or acquired by that person from someone else.

Officer, in relation to a person, means any officer, employee or agent of that person.

Receiver means one or more receivers or managers appointed, or to be appointed, under this Agreement.

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

Secured Obligations means all indebtedness and Obligations at any time of the Chargor under, or related to, the Debt Documents or at any time due, owing or incurred by the Chargor under the Debt Documents (including Obligations undertaken by the Chargor under clause 2 (*Payment of Secured Obligations*) and other provisions of this Agreement).

Secured Parties has the meaning given to the term "Pari Passu Secured Parties" in the Intercreditor Agreement.

Security Period means the period commencing on the date hereof and terminating on the relevant date specified in Section 5.15 (*Termination or Release*) of the U.S. Collateral Agreement.

Security Power of Attorney means a duly executed Security Power of Attorney provided by the Chargor in respect of the security constituted by this Agreement and the other relevant English law Collateral Agreements entered into by the Chargor.

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999.

Interpretation

1.2 In this Agreement:

- (a) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) references to **clauses** and **Schedules** are to clauses of, and schedules to, this Agreement;
- (c) references to any **Debt Document**, or any other document are to that document as from time to time amended, restated, novated or replaced (however fundamentally);
- (d) references to a **person** include an individual, firm, company, corporation, unincorporated body of persons and any government entity and its successors in title, permitted assignees and permitted transferees;
- (e) words importing the plural include the singular and *vice versa*; and
- (f) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Agreement which refers to that enactment will be amended in such manner as the Pari Passu Collateral Agent, after consultation with the Chargor, determines to be necessary in order to preserve the intended effect of this Agreement.

Counterparts

- 1.3 This Agreement may be entered into in the form of two counterparts, each executed by one of the Parties, and, provided both the Parties shall so execute this Agreement, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original but, taken together, they shall constitute one instrument.

Parties and third parties

- 1.4 The Rights expressly conferred on each of the Secured Parties, each Receiver and each Officer of the Pari Passu Collateral Agent or a Receiver under this Agreement are enforceable by each of them under the Third Parties Act.
- 1.5 No other term of this Agreement is enforceable under the Third Parties Act by anyone who is not a party to it.
- 1.6 The Parties may terminate this Agreement or vary any of its terms without the consent of any third party. However, they may not terminate this Agreement or vary any of its terms if this would have the effect of terminating or adversely affecting:
- (a) the Rights of any of the Secured Parties under this Agreement without its consent; or
 - (b) the Rights of a Receiver or of an Officer of the Pari Passu Collateral Agent or a Receiver under this Agreement without its consent, but only to the extent that it has notified the Pari Passu Collateral Agent that it intends to enforce that clause at the time of the termination or variation.

Intercreditor Agreement

- 1.7 Notwithstanding anything herein to the contrary, on and after the date of the Intercreditor Agreement: (a) the liens and security interests granted to the Pari Passu Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement; and (b) the exercise of any right or remedy by the Pari Passu Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement (and in so acting, the Pari Passu Collateral Agent shall have the protections, immunities, limitations of liability, rights, powers, authorisations, indemnities and benefits conferred on it under and by the Intercreditor Agreement). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern. Nothing herein is intended, or shall be construed, to give any Secured Party any additional right, remedy or claim under, to or in respect of this Agreement or any Charged Assets.

2 Payment of Secured Obligations

The Chargor covenants and undertakes with the Pari Passu Collateral Agent and the Secured Parties to pay, on demand, to the Pari Passu Collateral Agent all monies and discharge all Obligations now or hereafter due, owing or incurred to the Pari Passu Collateral Agent and the Secured Parties under, or in connection with the Debt Documents or this Agreement when the same become due for payment in accordance with their terms whether by acceleration or otherwise.

3 Charges

- 3.1 The charges contained in this clause 3 are given to the Pari Passu Collateral Agent as trustee for the Secured Parties to secure the payment and discharge of the Secured Obligations and are given with full title guarantee.
- 3.2 The Chargor with full title guarantee charges, by way of first fixed charge, all of the Rights which it now has in the Intellectual Property and any Rights accruing to, derived from or otherwise connected with them.
- 3.3 The Pari Passu Collateral Agent declares that it holds all the Chargor's right, title and interest present and future in and to the Charged Assets on trust for the Secured Parties on the terms contained in this Deed.

4 Continuing security and other matters

- 4.1 The security created by this Agreement shall:
 - (a) be held by the Pari Passu Collateral Agent (for the benefit of the Secured Parties) as a continuing security for the payment of the Secured Obligations and the performance and observance of and compliance with all of the covenants, terms and conditions contained in the Debt Documents, express or implied;
 - (b) not be satisfied by any intermediate payment or satisfaction of any part of the amount hereby and thereby secured (or by any settlement of accounts between the Chargor or any other person who may be liable to the Pari Passu Collateral Agent, the Secured Parties or their permitted successors and assigns in respect of the Secured Obligations or any part thereof);
 - (c) be in addition to, and shall not in any way prejudice or affect, and may be enforced by the Pari Passu Collateral Agent without prior recourse to, the security created by any other Debt Document and any guarantee or indemnity now or hereafter held by the Pari Passu Collateral Agent or the Secured Parties in respect of the Secured Obligations; and

- (d) not be in any way prejudiced or affected by the existence of any of the other Debt Documents or any other rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Pari Passu Collateral Agent or any Secured Party dealing with, exchanging, varying or failing to perfect or enforce any of the same, or giving time for payment or performance or indulgence or compounding with any other person liable.
- 4.2 All the rights, remedies and powers vested in the Pari Passu Collateral Agent (for the ratable benefit of the Secured Parties) hereunder shall be in addition to and not a limitation of any and every other right, power or remedy vested in the Pari Passu Collateral Agent or the Secured Parties under the Debt Documents or under any other guarantees or indemnity now or hereafter held by the Pari Passu Collateral Agent or the Secured Parties in respect of the Secured Obligations and all the powers so vested in the Pari Passu Collateral Agent or the Secured Parties may be exercised from time to time and as often as the Pari Passu Collateral Agent or the Secured Parties may deem expedient.
- 4.3 Neither the Pari Passu Collateral Agent nor any Receiver shall be obliged to make any inquiry as to the nature or sufficiency of any payment received by it under this Agreement or to make any claim or take any action to collect any moneys hereby charged or to enforce any rights or benefits hereby charged to the Pari Passu Collateral Agent or to which the Pari Passu Collateral Agent or any Secured Party may at any time be entitled under this Agreement.
- 4.4 The Chargor shall remain liable to perform all the obligations assumed by it in relation to the Charged Assets and the Pari Passu Collateral Agent shall be under no obligation of any kind whatsoever in respect thereof or be under any liability whatsoever in the event of any failure by the Chargor to perform its obligations in respect thereof.
- 4.5 Notwithstanding that this Agreement is expressed to be supplemental to the Debt Documents it shall continue in full force and effect after any discharge of the Debt Documents until the Security Period has terminated.
- 4.6 Section 93 of the Law of Property Act 1925 will not apply to the security created by this Agreement.

5 Perfection etc.

Perfection of security

- 5.1 The Chargor undertakes at its own expense from time to time promptly to execute, sign, perfect, do and (if required) register every such further assurance, document, act or thing as in the opinion of the Pari Passu Collateral Agent may be reasonably necessary or desirable and in accordance with the Agreed Security Principles for the purpose of more effectually charging the

Charged Assets or perfecting the security constituted or intended to be constituted by this Agreement.

Representations, warranties and undertakings

- 5.2 The Chargor undertakes with the Pari Passu Collateral Agent that it shall comply with the provisions of Section 3.02 (*Representations and Warranties*) and Section 3.04 (*Covenants Regarding Patent, Trademark and Copyright Collateral*) of the U.S. Collateral Agreement as if such provisions were set out in full in this Agreement (*mutatis mutandis*) and applied only in respect of the Intellectual Property charged under this Agreement.

6 Enforcement

Time for enforcement

- 6.1 The Pari Passu Collateral Agent may enforce the security created by this Agreement at any time which is an Enforcement Time.

Methods of enforcement

- 6.2 The Pari Passu Collateral Agent may enforce the security created by this Agreement in any way it may decide at any time which is an Enforcement Time by exercising any powers conferred on it by law or by the Debt Documents and, in addition, may:
- (a) appoint a Receiver of the Charged Assets;
 - (b) receive the benefit of, or sell, any of the Charged Assets, give notice to the Chargor or any other person in relation to any of the Charged Assets, exercise a right of set-off or in any other way it may decide; or
 - (c) take any other action it may decide in any jurisdiction other than England.

Appointment of Receiver

- 6.3 A Receiver must be appointed by an instrument in writing and must be a person who is qualified to act as such under any applicable law. The appointment of a Receiver and the powers given by that appointment may be made subject to such limitations as are specified by the Pari Passu Collateral Agent in the appointment. Subject to any applicable law, the Pari Passu Collateral Agent may remove or replace any Receiver.
- 6.4 A Receiver shall be the agent of the Chargor until otherwise required by any applicable law and the Chargor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration. A Receiver shall have no authority to act as agent for the Pari Passu Collateral Agent, even if the Receiver ceases to be the agent of the Chargor under any applicable law.

The Pari Passu Collateral Agent may from time to time determine the remuneration of any Receiver and any applicable law or regulation restricting such remuneration shall be varied accordingly.

Powers of Receiver

6.5 A Receiver shall have:

- (a) the powers given to him by law;
- (b) all the powers given to a mortgagee or a receiver by the Law of Property Act 1925;
- (c) all the powers and discretions conferred on the Pari Passu Collateral Agent by the Debt Documents; and
- (d) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor could have done, or omitted to do, in respect of the Charged Assets if the Receiver had not been appointed.

Delegation

6.6 The Pari Passu Collateral Agent or any Receiver may delegate in any manner to any person any right, power or discretion exercisable by it under the Debt Documents. Any such delegation may be made on such terms (including power to sub-delegate) as the Pari Passu Collateral Agent or Receiver thinks fit.

Third parties

6.7 A person dealing with the Pari Passu Collateral Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that those persons have the power to do those things which they are purporting to do and they are exercising their powers properly.

7 Application of moneys

7.1 All money received by the Pari Passu Collateral Agent or a Receiver under or in connection with this Agreement (whether during, or before, enforcement of the security created by this Agreement) will, subject to the rights of any persons having priority, be applied in accordance with Section 2.5 (*Distribution of Shared Payments*) of the Intercreditor Agreement.

7.2 Subject to the terms of the Intercreditor Agreement, the Pari Passu Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement.

- 7.3 In the event that the amounts received by the Pari Passu Collateral Agent or any Receiver and referred to in this clause 7 is insufficient to pay in full the whole of the Secured Obligations, the Pari Passu Collateral Agent or the Receiver, as the case may be, shall be entitled to collect the shortfall from the Chargor or any other person liable for the time being therefor.

8 Costs, expenses and indemnities

Costs and expenses

- 8.1 Subject to (and without duplication of) the terms of the 2023 Indenture and the Intercreditor Agreement, the Chargor shall pay to the Pari Passu Collateral Agent on demand all documented reasonable expenses (including legal fees, fees of insurance advisers, printing, out-of-pocket expenses, stamp duties, registration fees and other duties or charges) together with any value added tax or similar tax payable in respect thereof incurred by the Pari Passu Collateral Agent or any Receiver in connection with the exercise or enforcement of, or preservation of any rights under, this Agreement or otherwise in respect of the Secured Obligations and the security therefor.

Indemnity

- 8.2 Subject to (and without duplication of) the terms of the 2023 Indenture and the Intercreditor Agreement, the Chargor hereby agrees and undertakes to indemnify the Pari Passu Collateral Agent and any Receiver against all losses, actions, claims, expenses (including, but not limited to, reasonable legal fees and expenses on a full indemnity basis), demands, obligations and liabilities whatever and whenever arising which may now or hereafter be incurred by the Pari Passu Collateral Agent or any Receiver; or by any manager, agent, officer or employee for whose liability, act or omission it or he may be answerable, in respect of, in relation to, or in connection with anything done or omitted in the exercise or purported exercise of the powers contained in this Agreement, or otherwise in connection therewith and herewith or with any part of the Charged Assets or otherwise howsoever in relation to, or in connection with, any of the matters dealt with in this Agreement.

9 Remedies cumulative and other provisions

No waiver

- 9.1 No failure or delay on the part of the Pari Passu Collateral Agent or a Receiver to exercise any right, power or remedy vested in it or them under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by the Pari Passu Collateral Agent or a Receiver of any right, power or remedy nor the discontinuance, abandonment or adverse determination of any proceedings taken by the Pari Passu Collateral Agent or a Receiver to enforce any right, power or remedy preclude any other or further exercise thereof or proceedings to enforce the

same or the exercise of any other right, power or remedy nor shall the giving by the Pari Passu Collateral Agent of any consent to any act which by the terms of this Agreement requires such consent prejudice the right of the Pari Passu Collateral Agent to withhold or give consent to the doing of any other similar act. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

Delegation

- 9.2 The Pari Passu Collateral Agent shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Agreement (including the power vested in it by virtue of clause 10 (*Authority*)) or the 2023 Indenture in such manner, upon such terms, and to such persons as the Pari Passu Collateral Agent in its absolute discretion may think fit.

Powers and actions of Pari Passu Collateral Agent

- 9.3 The Pari Passu Collateral Agent shall be entitled to do all acts and things incidental or conducive to the exercise of any of the rights, powers or remedies possessed by it as chargee of the Charged Assets (whether at law, under this Agreement or otherwise).
- 9.4 It is acknowledged and agreed that where any approval, determination, request, appointment, demand or other such action is required to be taken, or capable of being exercised, by the Pari Passu Collateral Agent under this Agreement, the Pari Passu Collateral Agent shall act in respect of any such matters on the instructions of the Secured Parties in accordance with the terms of the Intercreditor Agreement. Where the Pari Passu Collateral Agent so acts or refrains from acting on the instructions of the Secured Parties entitled to give such instructions, the Pari Passu Collateral Agent shall not incur any liability to any person for so acting or refraining from acting.

10 Authority

Grant of authority

- 10.1 The Chargor irrevocably authorises the Pari Passu Collateral Agent and any Receiver severally in its name and on its behalf to do all things which they may consider necessary or desirable to enable it:
- (a) to perform any action which the Chargor is obliged to take under this Agreement;
 - (b) to exercise any of the rights, powers and authorities conferred on it by this Agreement or by law; or
 - (c) to record this Agreement and any document executed pursuant to clause 5.1 (*Perfection of security*) in any court, public office or elsewhere.

Exercise of authority

- 10.2 The authority contained in this clause 10 shall be exercisable pursuant to the Security Power of Attorney and only at an Enforcement Time. The exercise of such authority shall be conclusive evidence of the Pari Passu Collateral Agent's or the Receiver's right to exercise it and no person dealing with the Pari Passu Collateral Agent or the Receiver shall need to enquire whether it is, or shall be affected by notice that it is not, an Enforcement Time. The Chargor ratifies and confirms whatever the Pari Passu Collateral Agent or Receiver does or purports to do under this clause 10.

11 Notices

The provisions of Section 4.9 (*Notices*) of the Intercreditor Agreement shall apply *mutatis mutandis* in respect of any certificate, notice, demand or other communication given or made under this Agreement.

12 Governing law and jurisdiction

Governing law

- 12.1 This Agreement and any non-contractual obligations connected with it are governed by English law.

Jurisdiction

- 12.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non-contractual obligations connected with it (including a dispute regarding the existence, validity or termination of this Agreement) (a **Dispute**). The parties agree that such courts are the most appropriate and convenient courts to settle Disputes and, accordingly, that they shall not argue to the contrary. Notwithstanding this clause, the Pari Passu Collateral Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Pari Passu Collateral Agent may take concurrent proceedings in any number of jurisdictions.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

Schedule 1
Intellectual Property

Registration No.	Application No.	Mark	Country (TM)	Registration Date	Application Date
-	3464622	SIRONA	UNITED KINGDOM	-	30/12/2019
-	3454697	SIRONA	UNITED KINGDOM	-	30/12/2019
3453308	3453308	MAIRIN	UNITED KINGDOM	20/03/2020	20/12/2019
3422746	3422746	KING JAMES	UNITED KINGDOM	17/01/2020	20/08/2019
-	3422742	QUEEN ANNE	UNITED KINGDOM	-	20/08/2019
3422743	3422743	QUEEN ISABELLA	UNITED KINGDOM	15/11/2019	20/08/2019
3451251	3451251	MARABELLE	UNITED KINGDOM	13/03/2020	12/12/2019
3240987	3240987	3 QUEENS	UNITED KINGDOM	29/09/2017	02/07/2017
2297438	2297438	ADONIA	UNITED KINGDOM	04/10/2002	10/04/2002
3422739	3422739	AQUITANIA	UNITED KINGDOM	08/11/2019	20/08/2019
2359904	2359904	ARTEMIS	UNITED KINGDOM	25/03/2005	01/04/2004
3283335	3283335	AURELIA	UNITED KINGDOM	22/06/2018	17/01/2018
1521095	1521095	AURORA	UNITED KINGDOM	13/05/1994	10/12/1992
3349599	3349599	AZURA	UNITED KINGDOM	03/05/2019	30/10/2018
3015323	3015323	BRITANNIA	UNITED KINGDOM	15/05/2015	25/07/2013
3283332	3283332	CELESTIA	UNITED KINGDOM	27/07/2018	17/01/2018
2428905	2428905	COMPLETE CRUISE SOLUTION	UNITED KINGDOM	23/01/2009	03/08/2006

Registration No.	Application No.	Mark	Country (TM)	Registration Date	Application Date
3300975	3300975	CUNARD	UNITED KINGDOM	24/08/2018	02/04/2018
1462520	1462520	CUNARD HOTELS	UNITED KINGDOM	27/11/1992	26/04/1991
1460912	1460912	CUNARD LINE	UNITED KINGDOM	08/01/1993	09/04/1991
3302799	3302799	DESIGN	UNITED KINGDOM	21/09/2018	10/04/2018
938413	938413	DESIGN	UNITED KINGDOM	05/05/1971	19/02/1969
2197316	2197316	DESIGN	UNITED KINGDOM	14/07/2000	14/05/1999
2403435	2403435	DESIGN	UNITED KINGDOM	06/10/2006	27/09/2005
2161981	2161981	DESIGN	UNITED KINGDOM	10/03/2000	24/03/1998
2161829	2161829	DESIGN	UNITED KINGDOM	24/11/2000	20/03/1998
3289520	3289520	DESIGN	UNITED KINGDOM	11/05/2018	12/02/2018
3070226	3070226	DESIGN	UNITED KINGDOM	28/11/2014	28/08/2014
3082511	3082511	DESIGN	UNITED KINGDOM	20/02/2015	21/11/2014
3349617	3349617	DESIGN	UNITED KINGDOM	18/01/2019	30/10/2018
3282613	3282613	DESIGN	UNITED KINGDOM	22/06/2018	15/01/2018
2161686	2161686	DESIGN (SERIES OF 2 MARKS)	UNITED KINGDOM	21/04/2000	20/03/1998
3276858	3276858	ELECTRA	UNITED KINGDOM	18/05/2018	13/12/2017
3272301	3272301	ELEKTRA	UNITED KINGDOM	13/04/2018	22/11/2017
3289396	3289396	IONA	UNITED KINGDOM	27/04/2018	22/11/2017
3272299	3272299	IONA	UNITED KINGDOM	27/04/2018	22/11/2017

Registration No.	Application No.	Mark	Country (TM)	Registration Date	Application Date
3298558	3298558	MAREEL WELLNESS & BEAUTY	UNITED KINGDOM	24/08/2018	21/03/2018
3422737	3422737	MAURETANIA	UNITED KINGDOM	08/11/2019	20/08/2019
3009743	3009743	OLYMPIA	UNITED KINGDOM	02/10/2015	12/06/2013
3303461	3303461	PRINCESS GRILL	UNITED KINGDOM	07/09/2018	12/04/2018
2239107	2239107	QM2	UNITED KINGDOM	15/12/2000	12/07/2000
3467687	3467687	QUEEN ANNE	UNITED KINGDOM	28/02/2020	20/08/2019
2567383	2567383	QUEEN ELIZABETH	UNITED KINGDOM	24/06/2011	16/12/2010
2239108	2239108	QUEEN MARY 2	UNITED KINGDOM	20/07/2001	12/07/2000
3349604	3349604	QUEEN VICTORIA	UNITED KINGDOM	05/04/2019	30/10/2018
3303460	3303460	QUEEN'S GRILL	UNITED KINGDOM	07/09/2018	12/04/2018
3393361	3393361	SHINE	UNITED KINGDOM	12/07/2019	18/04/2019
3264765	3264765	SHINE REWARDS CLUB	UNITED KINGDOM	16/03/2018	19/10/2017
3054660	3054660	SINDHU	UNITED KINGDOM	17/10/2014	07/05/2014
3352397	3352397	TASTE 360	UNITED KINGDOM	10/05/2019	10/11/2018
3349597	3349597	THE CROW'S NEST	UNITED KINGDOM	29/03/2019	30/10/2018
3016072	3016072	VANTAGE	UNITED KINGDOM	10/01/2014	31/07/2013
2455626	2455626	VENTURA	UNITED KINGDOM	29/02/2008	06/05/2007
2248522	2248522	VICTORIA	UNITED KINGDOM	16/03/2001	03/10/2000

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2340118	2340118	WAVELENGTH	UNITED KINGDOM	27/08/2004	08/08/2003
2479035	2479035	WHITE STAR/WHITE STAR SERVICE (Series of 2 Marks)	UNITED KINGDOM	15/08/2008	06/02/2008
3017894	3017894	BRITANNIA	UNITED KINGDOM	10/10/1995	10/05/1993
3017890	3017890	BRITANNIA	UNITED KINGDOM	04/12/2009	24/02/2009
3151226	3151226	DESIGN	UNITED KINGDOM	19/08/2016	04/02/2014
2248514	2248514	CANBERRA	UNITED KINGDOM	26/10/2001	13/10/2000
-	18111298	AQUITANIA	EUTM		21/08/2019
-	18188310	AURELIA	EUTM		25/01/2020
-	18196797	AZURA	EUTM		16/02/2020
-	18173075	MAIRIN	EUTM		31/12/2019
-	18165510	MARABELLE	EUTM		13/12/2019
-	18111104	KING JAMES	EUTM		21/08/2019
18111291	18111291	MAURETANIA	EUTM	22/05/2020	21/08/2019
18111306	18111306	QUEEN ISABELLA	EUTM	15/04/2020	21/08/2019
18173059	18173059	SIRONA	EUTM	22/05/2020	31/12/2019
-	18111305	QUEEN ANNE	EUTM		21/08/2019
16983694	16983694	3 QUEENS	EUTM	02/11/2017	15/07/2017
002648939	002648939	ADONIA	EUTM	04/11/2003	09/04/2002
003743986	003743986	ARTEMIS	EUTM	27/06/2008	01/04/2004
002417244	002417244	AURORA	EUTM	07/12/2006	19/10/2001
007090236	007090236	AZURA	EUTM	24/11/2009	25/07/2008
012136602	012136602	CANBERRA	EUTM	04/02/2014	12/09/2013
14872584	14872584	CARONIA	EUTM	18/03/2016	02/12/2015

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008301475	008301475	CARONIA	EUTM	21/09/2012	14/05/2009
008301285	008301285	CUNARD	EUTM	08/03/2010	14/05/2009
003620358	003620358	CUNARD	EUTM	05/07/2005	02/02/2004
000497750	000497750	CUNARD	EUTM	28/03/2000	30/04/1997
000527267	000527267	CUNARD	EUTM	10/05/2000	24/04/1997
14948681	14948681	Design	EUTM	15/04/2016	22/12/2015
009611419	009611419	Design	EUTM	02/09/2011	20/12/2010
009691502	009691502	Design	EUTM	10/07/2011	27/01/2011
17967374	17967374	Design	EUTM	08/05/2019	10/10/2018
18015227	18015227	Design	EUTM	05/09/2019	25/01/2019
000448899-0001	000448899-0001	Design	Registered Design Right	13/12/2005	13/12/2005
009504101	009504101	Design	EUTM	20/03/2011	08/11/2010
17694043	17694043	Design	EUTM	15/05/2018	15/01/2018
004807996	004807996	Design	EUTM	30/01/2007	12/12/2005
13721428	13721428	Design	EUTM	02/06/2015	09/02/2015
012562104	012562104	Design	EUTM	04/01/2016	04/02/2014
17586751	17586751	ELECTRA	EUTM	30/07/2019	13/12/2017
006204168	006204168	ELECTRA	EUTM	19/08/2008	16/08/2007
17738733	17738733	IONA	EUTM	09/08/2018	29/01/2018
17878448	17878448	MAREEL	EUTM	19/07/2018	21/03/2018
010789361	010789361	OCEAN VILLAGE	EUTM	31/10/2012	05/04/2012
18003141	18003141	PRINCESS GRILL	EUTM	03/07/2019	21/12/2018
	006494876	QE	EUTM	24/04/2009	07/12/2007
00727180	00727180	QE2	EUTM	04/10/1999	25/02/1998
011229366	011229366	QE2	EUTM	07/06/2013	01/10/2012
003623394	003623394	QM2	EUTM	10/05/2005	22/01/2004
008301376	008301376	QM2	EUTM	28/01/2010	14/05/2009

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003190196	003190196	QM2	EUTM	20/10/2004	03/06/2003
003743374	003743374	QM2	EUTM	10/06/2005	02/04/2004
18197946	18197946	QUEEN ANNE	EUTM	17/02/2020	21/08/2019
009605395	009605395	QUEEN ELIZABETH	EUTM	19/07/2011	16/12/2010
011229408	011229408	QUEEN ELIZABETH 2	EUTM	06/06/2013	01/10/2012
011154151	011154151	QUEEN MARY	EUTM	06/03/2013	31/08/2012
003190188	003190188	QUEEN MARY 2	EUTM	20/10/2004	03/06/2003
008301319	008301319	QUEEN MARY 2	EUTM	28/01/2010	14/05/2009
003623139	003623139	QUEEN MARY 2	EUTM	21/04/2005	22/01/2004
003743391	003743391	QUEEN MARY 2	EUTM	13/02/2008	02/04/2004
011154093	011154093	QUEEN MARY 2	EUTM	06/03/2013	31/08/2012
008301392	008301392	QUEEN VICTORIA	EUTM	08/03/2010	14/05/2009
003190253	003190253	QUEEN VICTORIA	EUTM	08/10/2004	04/06/2003
15863327	15863327	QUEEN VICTORIA	EUTM	24/05/2017	23/09/2016
18003147	18003147	QUEENS GRILL	EUTM	03/07/2019	21/12/2018
003190261	003190261	QV	EUTM	07/12/2004	04/06/2003
008301442	008301442	QV	EUTM	16/02/2011	14/05/2009
4278784	4278784	SPINNAKER BAR	EUTM	27/03/2006	08/02/2005
004278537	004278537	THE CROW'S NEST	EUTM	27/03/2006	08/02/2005
15536378	15536378	THE GLASS HOUSE	EUTM	29/09/2016	10/06/2016
006885792	006885792	THE MOST FAMOUS OCEAN LINERS IN THE WORLD	EUTM	03/04/2009	10/12/2007
004278859	004278859	THE RISING SUN	EUTM	28/09/2006	08/02/2005

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003286507	003286507	THERE'S A WORLD OUT THERE	EUTM	07/12/2004	28/07/2003
004510277	004510277	VENTURA	EUTM	02/08/2006	27/06/2005
002417525	002417525	VICTORIA	EUTM	16/04/2006	19/10/2001
003306685	003306685	WAVELENGTH	EUTM	17/12/2004	08/08/2003
006701437	006701437	WHITE STAR	EUTM	10/06/2010	26/02/2008
011916368	011916368	WHITE STAR	EUTM	07/06/2013	20/12/2010
009513078	009513078	WHITE STAR LINE	EUTM	23/03/2011	10/11/2010
11815651	11815651	BRITANNIA	EUTM	19/12/2014	15/05/2013
004121877	004121877	CANBERRA	EUTM	22/02/2007	12/11/2004
002417939	002417939	OCEANA	EUTM	07/02/2005	19/10/2001
002417319	002417319	ARCADIA	EUTM	21/04/2005	19/10/2001
002416915	002416915	ORIANA	EUTM	29/06/2004	19/10/2001

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U.S. BANK NATIONAL ASSOCIATION

[REDACTED]

Richard Prokosch

[REDACTED]