

12-31-1998



100933855

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MID 12-24-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

12/30/1998 DNGUYEN 00000119 75064849

01 FC:481 40.00 DP

02 FC:482 100.00 DP
The burden for this component of the information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 1833 FRAME: 0523

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(310) 286-0377

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75064849"/>	<input type="text" value="75149903"/>	<input type="text"/>
<input type="text" value="75068699"/>	<input type="text" value="75149935"/>	<input type="text"/>
<input type="text" value="75149901"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Gary A. Hecker

Name of Person Signing

Signature

December 21, 1998

Date Signed

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT is made between Las Vegas Sands, Inc., a Nevada Corporation, with its principal place of business at 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109 ("Assignor") and Venetian Casino Resort, LLC, a Nevada Limited Liability Company, with its principal place of business at 3355 Las Vegas Boulevard South, Las Vegas, Nevada ("Assignee").

WHEREAS, Assignor has applied to register on the Principal Register of the United States Patent and Trademark Office based on Assignor's bona fide intent to use the marks in commerce, the applications listed on Schedule "A" attached hereto (collectively, the "Marks").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks relating to the business of providing services in connection with the Las Vegas Sands, Inc. located in Las Vegas, Nevada and all U.S. and foreign registrations and trademark/service mark applications for registration therefor, the applications listed on Schedule A attached hereto, and the goodwill of the business symbolized by the Marks; and

WHEREAS, Assignee is a successor to the entire portion of Assignor's business to which the Marks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows;

1. Assignor does hereby sell, transfer, assign and otherwise convey to Assignee, its successors and assigns all Assignor's right, title and interest throughout the world, in the following:
 - (i) the Marks and any renewal thereof;
 - (ii) the goodwill symbolized by the Marks; and
 - (iii) the ownership of all causes of action for, and claims for damages by reason of infringement of the Marks, or any of them, which actions arose prior to the date hereof.
2. This Trademark Assignment shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties.

TRADEMARK ASSIGNMENT

3. Assignor hereby represents and warrants that:
 - (i) it is the owner of the trademark/service mark applications listed on Schedule A attached hereto;
 - (ii) it has granted no licenses to any other party to use the Marks in the United States;
 - (iii) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Marks, or any other rights or interests therein which are adverse to those of the Assignors;
 - (iv) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understandings with any other person or legal entity relating to the Marks which would be a breach or otherwise violate the foregoing Assignment of the Marks; and
 - (v) to its knowledge, Assignor has transferred to Assignee the entire portion of Assignor's business to which the Marks pertain.
4. Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as owner of record of the Marks in the United States.
5. Assignor further agrees, at the request of Assignee or its successors and assigns and without any cost to Assignor, to (1) execute and have executed any and all other documents as may reasonably be required to carry out the terms and intent of this Assignment; and (2) cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of Assignment with the United States Patent and Trademark Office so that Assignee's ownership of the Marks may be duly made of record in the United States.

TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment by their duly authorized representative.

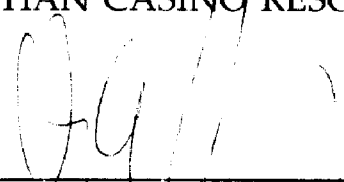
LAS VEGAS SANDS, INC.

VENETIAN CASINO RESORT, LLC.

By: 

Name: David Friedman

Title: Assistant to the Chairman
of the Board

By: 

Name: Joseph A. Corbo, Jr.

Title: Vice President General Counsel

Date: November 17, 1998

Date: November 17, 1998

TRADEMARK ASSIGNMENT

SCHEDULE A

Application(s)

<u>Trademarks/ Service Marks</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
VENETIAN	41 and 42	75/064,849	2/28/96
PALAZZO	41 and 42	75/068,699	3/7/96
VENETIAN PLAZA	35, 41, and 42	75/149,901	8/14/96
VENETIAN TOWER	35, 41, and 42	75/149,903	8/14/96
GRAND VENETIAN	35, 41, and 42	75/149,935	8/14/96

Registration(s)

(none)

THE UNITED STATES PATENT AND TRADEMARK OFFICE
DEPARTMENT OF COMMERCE
WASHINGTON, DC 20530

TRADEMARK ASSIGNMENT