

05-05-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Change of Name

Other

Effective Date
Month Day Year
12 20 99

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 20 99

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)

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.)

05/04/2000 DNGUYEN 00000338 232405 75136424

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 200.00 CH

Public burden reporting for this collection of 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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002067 FRAME: 0156

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

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)

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:

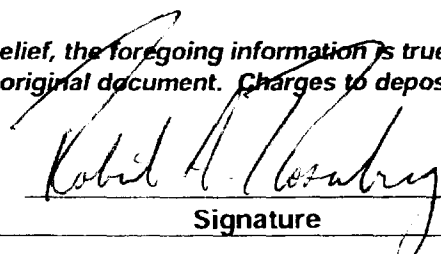
Yes

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.

Robert A. Rosenberg, Esq.
Name of Person Signing


Signature

4/3/06
Date Signed

TRADEMARK SECURITY AGREEMENT

This trademark security agreement (the "Security Agreement"), entered into as of December 20, 1999, by and between The Bank of Nova Scotia, a Canadian chartered bank with its principal place of business at 580 California Street, Suite 2100, San Francisco, California 94104, in its capacity as collateral agent for the Lenders ("Collateral Agent"), and Grand Canal Shops Mall Subsidiary, LLC, a limited liability company of Delaware with its principal place of business at 3355 Las Vegas Boulevard South, Las Vegas, Nevada 89109 ("Grand Canal").

WHEREAS, Grand Canal is the owner of certain trademarks and service marks, as listed on the annexed Schedule, and the goodwill associated therewith;

WHEREAS, Collateral Agent and Grand Canal, among others, have entered into a loan agreement, dated as of the date hereof (the "Loan Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement), whereby the Lenders parties thereto have agreed to make the Loan to Grand Canal and Grand Canal has agreed, among other things, to grant a security interest in, among other things, the Marks (as defined below) to Collateral Agent to secure said loan;

WHEREAS, Grand Canal warrants and represents that it possesses the sole and complete ownership rights to the business assets to be secured by this Security Agreement and that it has not granted a security interest or otherwise pledged, mortgaged,

transferred, assigned or licensed any part of its rights in said business assets to any party other than Collateral Agent.

NOW THEREFORE, in consideration of the premises set forth in this Security Agreement and the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Collateral Agent and Grand Canal agree as follows:

a. In order to secure the complete and timely satisfaction of all the duties and obligations owing from Grand Canal to the Agents and Lenders as set forth in the Loan Documents, Grand Canal hereby pledges, mortgages and grants a first priority security interest to Collateral Agent in and to: all material trademarks and service marks (registered or unregistered) used or for which a bona fide intent to use has been expressed by filing an application pursuant to Section 1051(b) of Title 15 of the U.S.C. with the U.S. Patent and Trademark Office in connection with its business of operating and providing services to the mall complex named Grand Canal Shops Mall; all applications or registrations in any jurisdiction pertaining thereto, including those listed in the annexed Schedule, and all amendments, modifications and renewals thereof; all goodwill associated therewith; all licenses, immunities, covenants not to sue and the like relating thereto; and all rights to income, royalties, profits, damages or other rights relating thereto, including the right to sue for past, present or future infringement thereof (collectively the "Marks");

2. Grand Canal agrees that it will not, without the prior written consent of Collateral Agent, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than Collateral Agent in the Marks (other than pursuant to the Trademark Cross-License Agreement dated November 14, 1997 among Las Vegas Sands, Inc., a Nevada corporation, Venetian Casino Resort, LLC, a Nevada limited liability company and Grand Canal Shops Mall Constructions, LLC, a Delaware limited liability company ("Construction"), as Constructions's interest was assigned to Grand Canal Shops Mall, LLC pursuant to Assignment of Contracts, Intangible Personal Property and Utility Deposits dated as of Nov. 12, 1999 and further assigned by Grand Canal Shops Mall, LLC to Assignment of Contracts, Intangible Personal Property and Utility Deposits dated as of even date herewith or take any other actions that are contrary to or inconsistent with the rights granted to Collateral Agent in this Security Agreement and in its reasonable business judgment will not cease the use of any Mark or, other than in accordance with the Loan Documents, take any action or fail to take any action that will result in the cancellation or expiration of any of the applications or registrations for the Marks without the prior written agreement of Collateral Agent.

3. Grand Canal further agrees that it has the obligation, at its own cost, unless otherwise consented to in writing by Collateral Agent:

a. To take all actions necessary to properly maintain and renew all registered Marks that are or may become subject to

this Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew registrations for the Marks (including the filing of declarations of use under Section 8 of the Trademark act of 1946 ("Lanham Act"), 15 USC 1058, and, if possible, declarations of incontestability under Section 15 of the Lanham Act, 15 USC 1065) which may be necessary or appropriate under applicable law.

b. In Grand Canal's reasonable business judgment, to file new applications to register and protect under applicable law all Marks for which applications have not previously been filed or to take all actions necessary to successfully prosecute all pending applications for Marks that are now or which may be or become subject to this Security Agreement and to take all other actions necessary to cause registrations for Marks to be issued as a result of said applications.

c. To protect the Marks from infringement, unfair competition or dilution or damage by all appropriate actions, in Grand Canal's reasonable business judgment, which may include the commencement of legal action to prevent and recover damages for said infringement and to defend such Marks from claims of infringement, unfair competition or damage, including by defending any legal actions based upon such claims.

4. Grand Canal agrees, at Collateral Agent's request (not to be made more frequently than annually) to provide written reports to Collateral Agent stating: a) the status of all Marks

subject to this Security Agreement, including any new registrations, applications or licenses; and b) any actions taken by Grand Canal pursuant to paragraph 3 of this Security Agreement.

5. If Grand Canal shall obtain rights to or become entitled to the benefit of any new trademarks or service marks, applications therefore, registrations thereof or licenses relating thereto before its obligations to Collateral Agent as set forth in this Security Agreement have been satisfied in full, the provisions of this Security Agreement shall automatically apply thereto and Grand Canal hereby authorizes Collateral Agent to modify or update this Security Agreement accordingly.

6. During the continuance of an Event of Default (as defined in the Loan Agreement) and upon the receipt by Grand Canal of written notice from Collateral Agent, Grand Canal hereby authorizes and grants an irrevocable power of attorney to Collateral Agent to take any action as Collateral Agent may deem necessary with respect to the Marks, including but not limited to the assignment of all the Marks from Grand Canal to Collateral Agent. This right may be exercised in addition to any other rights and remedies available to Collateral Agent under applicable law.

7. This Security Agreement is subject to the terms and conditions of the Loan Agreement, which are incorporated herein. Where any term in this Security Agreement may be inconsistent with any term in the Loan Agreement, the terms of the Loan Agreement shall control.

8. The failure by Collateral Agent to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar Collateral Agent from continuing to exercise said rights in the future.

9. This Security Agreement is to be governed by the laws of the United States and the State of New York without giving effect to the conflict of laws provisions thereof. Any legal action or other proceeding for any purpose with respect to this Security Agreement shall be brought in the state or federal courts located within the State and County of New York, in the United States and the parties hereby submit to the exclusive jurisdiction of such courts waive any objection to the propriety of convenience of venue in such courts and agree to comply with all requirements necessary to give any such court such jurisdiction and venue.

10. Grand Canal may not assign nor transfer any part of its obligations under this Security Agreement either expressly or by operation of law without the written consent of Collateral Agent, except as otherwise permitted by the Loan Agreement.

11. The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable it shall not affect the validity of the remaining terms.

12. Grand Canal agrees to execute any other documents and take any further action upon the request of Collateral Agent as reasonably may be deemed necessary to effectuate the terms of this Security Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the 20 day of December, 1999.

Attest: The Bank of Nova Scotia

[Seal] Name:
Title:

GRAND CANAL SHOPS MALL
SUBSIDIARY, LLC

By: Grand Canal Shops Mall, LLC,
as managing member

By: Grand Canal Shops
Mall Holding Company, LLC,
as managing member

By: Mall Intermediate Holding
Company, LLC, as managing member

By: Venetian Casino Resort, LLC, as
sole member

By: Las Vegas Sands, Inc., as
managing member

By: David Friedman
Name: DAVID FRIEDMAN
Title: SECRETARY

Attest:

[Seal]

IN WITNESS WHEREOF, the foregoing instrument was executed as of the day and year first written above.

THE BANK OF NOVA SCOTIA

By: M. Van Otterloo
Name: **M. VAN OTTERLOO**
Title: **MANAGING DIRECTOR, CORPORATE**

The Venetian Resort Hotel Casino

MARK	GOODS/SERVICES	CLASS	SERIAL NUMBER	FILING DATE	STATUS
THE GRAND CANAL	Entertainment shows, namely, musical, magic, nightclub acts, glass blowing exhibitions, miming, revues and casino services.	41	75/136424	7/19/96	ALLOWED. Statement of Use and Request to Divide Application filed on 2/28/00.
	Hotel and retail gift store services featuring clothing, art, jewelry, housewares and similar goods	42			
GRAND CANAL SHOPS	Leasing of shopping mall space	36	75/511636	7/1/98	PENDING. Examination has been suspended pending to the outcome of the prosecution of the cited applications.
GRAND CANAL SHOPS	Shopping center services.	36	75/970927	3/30/99	UNDER EXAMINATION. Response to Office Action filed 3/1/00.
GRAND CANAL SHOPS (Nevada TM Reg.)	Leasing of shopping mall space.	100	Registered under Vol. 31, p. 163	8/5/98	REGISTERED. Renewal due 8/5/2003.
GRAND CANAL SHOPPES (As Amended)	Retail gift store services featuring clothing, art, jewelry, housewares, and similar goods.	35	75/149902	8/14/96	ALLOWED. Statement of Use filed 10/19/99.
GRAND CANAL SHOPPES (As Amended)	Entertainment shows, namely, musical, magic, and nightclub acts, glass blowing exhibitions, miming, revues and casino services	41	75/979127	8/14/96	ALLOWED. Statement of Use filed 10/19/99.

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MARK	GOODS/SERVICES	CLASS	SERIAL NUMBER	FILING DATE	STATUS
GRAND CANAL SHOPPES (As Amended)	Hotel services	42	75/979128	8/14/96	ALLOWED. Statement of Use filed 10/19/99.
GONDOLIER DESIGN	Retail stores services, located within shopping arcades and alone, featuring a variety of goods, namely general merchandise, souvenirs, novelty items, gift items, clothing, clothing accessories, jewelry, toys, sporting goods, stationery products, books, videos, fragrances, personal care products, cosmetics, house ware, art, foods, beverages, cigars, cigarettes, and smoking accessories	35	75/978543	1/23/98	ALLOWED. Statement of Use due 8/15/00.
GONDOLIER DESIGN	Casinos, providing casino and gaming facilities, casino and gaming services; conference, wedding, special occasion and event planning and services, concerts and concert booking, entertainment shows, sporting events, health clubs, gaming services and competitions, amusement centers and arcades; production and distribution of television shows in the field of comedy, variety, musical performances, dancing, gambling and games; providing casino and gaming services by means of a global computer network and the world wide web.	41	75/422042	1/23/98	ALLOWED. Statement of Use accepted. Awaiting Certificate of Registration.

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MARK	GOODS/SERVICES	CLASS	SERIAL NUMBER	FILING DATE	STATUS
GONDOLIER DESIGN	Hotels, restaurants, hotel concierge services, bar services, security guard services, beauty salons, health spas, massage, catering services, providing facilities for conventions, banquets, social functions, fund raising, and special events	42	75/423019	1/23/98	ALLOWED. Statement of Use due 8/22/00.

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