



Form PTO-1594

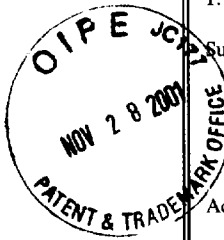
(Rev 6-93)

101905231

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.



1. Name of conveying party(ies): 11-28-01
Sun International Resorts, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporations
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 9, 2001

2. Name and address of receiving party(ies):

Name: Canadian Imperial Bank of Commerce

Internal Address: Suite 1700

Street Address: 10880 Wilshire Boulevard

City: Los Angeles State: CA ZIP: 90024

Country: _____

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation _____
 Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

Additional name(s) & Address(es) attached? Yes No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) See attached list	B. Trademark No.(s) See attached list <u>2384 420</u>
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Additional numbers attached Yes No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Nora A. Whitescarver</u> Internal Address: <u>Mayer Brown & Platt</u></p> <p>Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>14</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$365.00</u></p> <p><input checked="" type="checkbox"/> Enclosed (Check No. 1172) <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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DO NOT USE THIS SPACE

9. 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.

Nora A. Whitescarver Nora A. Whitescarver November 28, 2001
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 8

40.00 CP
353.00 UP
11/30/2001 LUMMEL 0000008 238420
01 FC:481
02 FC:482

Item A. TrademarksRegistered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	JOURNEY TO ATLANTIS	2,384,420	09/12/00
United States	JOURNEY TO ATLANTIS	2,386,713	9/19/00
United States	ATLANTIS	1,346,826	07/02/85
United States	ATLANTIS	1,857,994	10/11/94
United States	ATLANTIS	2,270,108	08/17/99
United States	ATLANTIS	2,299,150	12/14/99
United States	ATLANTIS	2,414,945	12/26/00
United States	Miscellaneous Design	1,346,827	07/02/85
United States	ONCE UPON OUR TIME	2,433,619	03/06/01
United States	SUPER VACATIONS	1,905,988	07/18/95
Bahamas	ATLANTIS	19842	08/15/97

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	ATLANTIS	75/242,339	02/17/97
United States	JOURNEY TO ATLANTIS (and design)	75/359,010	09/18/97
United States	ONCE UPON OUR TIME	78/034,388	11/08/00
United States	ONCE UPON OUR TIME	78/034,391	11/08/00

Item B. Trademark Licenses

None

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 9, 2001, is made by SUN INTERNATIONAL RESORTS, INC. a corporation organized under the laws of The Commonwealth of the Bahamas (the "Grantor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, acting through one or more of its agencies, branches or affiliates, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to the Fourth Amended and Restated Revolving Credit Agreement, dated as of November 9, 2001 (as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Sun International Hotels Limited, a corporation organized under the laws of The Commonwealth of the Bahamas ("SIHL"), Sun International North America, Inc., a corporation organized under the laws of the State of Delaware ("SINA") and Sun International Bahamas Limited, a corporation organized under the laws of The Commonwealth of the Bahamas ("SIBL"; SIHL, SINA and SIBL individually referred to as a "Borrower" and collectively referred to as the "Borrowers"), the various financial institutions from time to time parties thereto (the "Lenders"), the Administrative Agent, Deutsche Banc Alex.Brown Inc. and Bear Stearns Corporate Lending Inc., as Co-Syndication Agents and Bank of America, N.A. and Wells Fargo Bank, N.A., as Co-Documentation Agents, the Lenders have extended Commitments to make Loans to the Borrowers and to issue Letters of Credit for the account of each Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Amended and Restated Subsidiary Security Agreement, dated as of November 9, 2001 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Subsidiary Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor is a Subsidiary of a Borrower;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Credit Extensions made from time to time to the Borrowers by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Subsidiary Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Subsidiary Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Subsidiary Security Agreement. The Subsidiary Security Agreement (and all rights and remedies of the

Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Obligations, the termination or expiry of all Letters of Credit, the termination of all Rate Protection Agreements and the termination of all Commitments, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder. Upon any sale or other transfer of Trademark Collateral permitted by the terms of Section 7.2.11 of the Credit Agreement, the security interest created hereunder in such Trademark Collateral (but not in the proceeds thereof) shall be deemed to be automatically released and the Administrative Agent will, at the Grantor's sole expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such release.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

SUN INTERNATIONAL RESORTS, INC.

By W.C. Murtha
Name: William C. Murtha
Title: Authorized Signatory

CANADIAN IMPERIAL BANK OF
COMMERCE, as
Administrative Agent

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

SUN INTERNATIONAL RESORTS, INC.

By _____

Name:

Title:

CANADIAN IMPERIAL BANK OF COMMERCE,

as

Administrative Agent

By  _____

Name: Paul J. Chakmak

Title: Managing Director

CIBC World Markets Corp., AS AGENT

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