

06-27-2002



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Form PTO-1594

(Rev. 03/01)

OMB NO. 0651-0027 (exp. 5/31/2002)

Tab settings => =>

U.S. DEPARTMENT OF COMMERCE
U.S. 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):
 Grand Canal Shops Mall Subsidiary, LLC
 06/18/02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation—State Nevada
 Other _____

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

2. Name and address of receiving party(ies):
 Name: Grand Canal Shops Mall II, LLC
 Internal
 Address: 3355 Las Vegas Boulevard South
 Street Address: _____

City: Las Vegas State: NV Zip: 89109

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation – State _____

Other Delaware Limited Liability Company

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 4, 2002

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See attached Schedule A

Additional number(s) attached? Yes No

B. Trademark Registration No.(s)
 See attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Hayley Werner, Esq.
 Internal Address: Paul, Weiss, Rifkind, Wharton & Garrison
 Street Address: 1285 Avenue of the Americas
 City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0706

(Attach duplicate copy of this page if paying by deposit account)

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.

Hayley Werner
 Name of Person Signing

Hayley Werner
 Signature

6/18/02
 Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002531 FRAME: 0749

06/27/2002 L MELLER 0000024 500706 | 2002-09
 01 FC:401 40.00 CH
 02 FC:402 275.00 CH

Schedule A

MARK	SERIAL/REG. NUMBER
GRAND CANAL SHOPPES	2528490
GRAND CANAL SHOPPES	2527712
THE GRAND CANAL	2532906
Miscellaneous Design	2404897
Miscellaneous Design	2417906
Miscellaneous Design	2358232
GRAND CANAL SHOPPES	75/670927
THE GRAND CANAL	75/136424
THE GRAND CANAL SHOPPES & Design	76/321994
THE GRAND CANAL SHOPPES & Design	76/260393
THE GRAND CANAL SHOPPES & Design	76/260006
THE GRAND CANAL SHOPS	75/511636

ASSIGNMENT OF INTANGIBLE PERSONAL PROPERTY

THIS ASSIGNMENT (this "Assignment") is made and entered into as of June 4, 2002 by and between GRAND CANAL SHOPS MALL, LLC, a Delaware limited liability company ("Assignor"), and GRAND CANAL SHOPS MALL SUBSIDIARY, LLC, a Delaware limited liability company ("Assignee"), with reference to the following:

A. In accordance with the terms of that certain Second Sale and Contribution Agreement among Assignor, as Seller, and Assignee, as Purchaser dated as of December 20, 1999 (the "Purchase Agreement"; capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Purchase Agreement), Assignor conveyed to Assignee the property more particularly described below (the "Property").

B. In connection with the conveyance of the Property, Assignor and Assignee intended that all of Assignor's right, title and interest in and under certain contracts and utility deposits relating to the Property be assigned and transferred to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree that:

1. Assignment. Assignor assigns, conveys, transfers and sets over to Assignee any and all of Assignor's right, title and interest in and to, to the extent assignable, all existing intellectual property rights, including the trademarks and service marks set forth on Exhibit 1 hereto, including the associated registrations and applications for registration for the goods and/or services identified therein (the "Marks"), the goodwill of the business, if any, symbolized exclusively by the Marks; that portion of Seller's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the United States Patent and Trademark Office or other relevant government agency, and all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

2. As Is. The parties expressly acknowledge and agree that this assignment is made "as is," "where is" and without any representations or warranties of Assignor of any kind except as set forth in paragraph 3 below and as otherwise provided in the Purchase Agreement.

3. Assignor represents that, to its knowledge, Assignor is transferring to Assignee the entire portion of Assignor's business to which the Marks pertain.

4. Assumption. Assignee does hereby accept the foregoing Assignment and assumes, covenants and agrees to perform, be bound by, discharge and

observe all of the terms, covenants, conditions, duties, obligations, undertakings and liabilities of Assignor under the Contracts and, to the extent applicable, the Mall Intangible Property Rights (as defined in the Purchase Agreement) arising from and after the date hereof.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Modifications. This Assignment may not be modified, altered or amended, or its terms waived, except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the date first above written.

ASSIGNOR:


GRAND CANAL SHOPS MALL, LLC, a Delaware limited liability company

By: Grand Canal Shops Mall Holding Company, LLC, a Delaware limited liability company and its managing member

By: Mall Intermediate Holding Company, LLC, a Delaware limited liability company and its managing member

By: Venetian Casino Resort, LLC, a Nevada limited liability company and its sole member

By: Las Vegas Sands, Inc., a Nevada corporation and its managing member

By: 
Name: David Friedman
Title: Secretary

ASSIGNEE:

GRAND CANAL SHOPS MALL SUBSIDIARY, LLC, a
Delaware limited liability company

By: Grand Canal Shops Mall, LLC, a Delaware limited liability
company and its sole member

By: Grand Canal Shops Mall Holding Company, LLC, a
Delaware limited liability company and its sole member

By: Mall Intermediate Holding Company, LLC, a
Delaware limited liability company and its sole
member

By: Venetian Casino Resort, LLC, a Nevada limited
liability company and its sole member

By: Las Vegas Sands, Inc., a Nevada corporation
and its sole member


By: 
Name: David Freidman
Title: Secretary

Exhibit 1 to Assignment of Intangible Personal Property

“Marks”

MARK	OWNER/ APPLICANT	SERIAL/REG. NUMBER	CLASS
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	2528490	41
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	2527712	35
THE GRAND CANAL	Grand Canal Shops II, LLC	2532906	41
Miscellaneous Design	Grand Canal Shops II, LLC	2404897	35
Miscellaneous Design	Grand Canal Shops II, LLC	2417906	42
Miscellaneous Design	Grand Canal Shops II, LLC	2358232	41
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	75/670927	36
THE GRAND CANAL	Grand Canal Shops II, LLC	75/136424	41
THE GRAND CANAL SHOPPES & Design	Grand Canal Shops II, LLC	76/321994	41
THE GRAND CANAL SHOPPES & Design	Grand Canal Shops II, LLC	76/260393	35
THE GRAND CANAL SHOPPES & Design	Grand Canal Shops II, LLC	76/260006	42
THE GRAND CANAL SHOPS	Grand Canal Shops II, LLC	75/511636	36
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	NV3000013039 (Nevada State)	41
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	NV3000013038 (Nevada State)	42
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	NV3000013037	35
THE GRAND CANAL SHOPS	Grand Canal Shops II, LLC	NV3000011234 (Nevada State)	36
Miscellaneous Design	Grand Canal Shops II, LLC	882209 (European Union)	35, 41, 42