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TRADEMARK

Form PTO-1594
(Rev. 03/01)
OMB NO. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings =>=>

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, LLC
06/18/02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Delaware Limited Liability Company

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

2. Name and address of receiving party(ies):
Name: Grand Canal Shops Mall Subsidiary, LLC
Internal
Address: _____
Street Address: 3355 Las Vegas Boulevard South
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: **12**

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

RECEIVED SECTION
JUN 18 2002
50-0706
258490
06/27/2002 LUMMELER 0000025 500706
01 FC:401
02 FC:402

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 CONTRACTS, INTANGIBLE
PERSONAL PROPERTY AND UTILITY DEPOSITS

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

A. In accordance with the terms of that certain Third Sale and Contribution Agreement among Assignor, as Seller, and Assignee, as Purchaser dated as of June __, 2002 (the "Purchase Agreement"; capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the Purchase Agreement), Assignor is conveying to Assignee concurrently herewith the real property more particularly described on Exhibit 1 attached hereto and the improvements thereon or therein (the "Property").

B. In connection with the conveyance of the Property, Assignor and Assignee intend 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 the following property:

(a) Contracts. All those certain contracts and agreements listed on Exhibit 2 attached hereto relating to the Property (the "Contracts").

(b) Intangible Personal Property. To the extent assignable, all existing intellectual property rights, including the trademarks and service marks set forth on Exhibit 4, 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, 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, guarantees, permits and warranties issued in connection with the construction, operation, improvement, alteration or repair of the Property or in connection with the purchase, operation or repair of the Mall Intangible Property Rights (as defined in the Purchase Agreement).

(c) **Utility Deposits.** Those deposits with utilities which remain on deposit for the benefit of Assignor with respect to utilities servicing the Mall Parcels (the "Utility Deposits"), and which are identified on Exhibit 3 attached hereto.

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 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.

[signature page follows]

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

ASSIGNOR:

GRAND CANAL SHOPS MALL
SUBSIDIARY, LLC

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*

ASSIGNEE:

GRAND CANAL SHOPS II, LLC

By: Grand Canal Shops Mall MM
Subsidiary, Inc., as managing member

By: *David Friedman*
Name: *David Friedman*
Title: *Secretary*

Exhibit 1 to Assignment of Contracts,
Intangible Personal Property and Utility Deposits

“PROPERTY”

PARCEL 1 (AIRSPACE):

THAT PORTION OF THE NORTHWEST QUARTER (NW 1/4) AND THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., MORE FULLY DESCRIBED AS FOLLOWS:

UNIT 1 AS SHOWN ON THE FINAL MAP OF THE VENETIAN COMMERCIAL SUBDIVISION AS SHOWN BY MAP THEREOF ON FILE IN BOOK 85 OF PLATS, PAGE 20, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (SAID UNIT 1'S LOWER ELEVATION PLANE BEING 2,117.00 FEET AND THE UPPER ELEVATION PLANE BEING 2,148.00 FEET BASED ON THE NORTH AMERICAN DATUM OF 1988).

PARCEL 2 (FEE):

A PARCEL OF LAND SITUATED IN THE WEST HALF (W 1/2) OF SECTION 16, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., CLARK NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 16; THENCE NORTH 00°24'18" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, SAID LINE ALSO BEING THE CENTERLINE OF KOVAL LANE, 494.29 FEET; THENCE NORTH 89°00'17" WEST, 50.01 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KOVAL LANE DESCRIBED BY DEED RECORDED OCTOBER 12, 1990 IN BOOK 901012, INSTRUMENT NO. 00594; THENCE ALONG THE NORTH LINE OF LOT 3 AS SHOWN ON PARCEL MAP FILE 33, PAGE 98 ON FILE AT THE CLARK COUNTY RECORDERS OFFICE, NORTH 89°00'17" WEST, A DISTANCE OF 1299.12 FEET, TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 00°28'09" EAST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 7.81 FEET, SAID POINT BEING THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED BY DEED RECORDED DECEMBER 16, 1987 IN BOOK 871216, INSTRUMENT NO. 00604; THENCE NORTH 88°51'25" WEST, ALONG THE NORTH LINE OF SAID PROPERTY RECORDED IN BOOK 871216, INSTRUMENT NO. 00604, A DISTANCE OF 562.02 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED BY DEED RECORDED MARCH 25, 1945 AS INSTRUMENT NO. 194699 IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE ALONG THE EAST LINE OF SAID PROPERTY NORTH 00°55'34" WEST, 200.11 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY; THENCE NORTH 89°01'44" WEST 132.47 FEET; THENCE NORTH 00°56'23" WEST, 175.78 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED BY DEED RECORDED

OCTOBER 21, 1959, INSTRUMENT NO. 177125, IN THE OFFICE OF THE CLARK COUNTY RECORDER, WHICH POINT IS THE TRUE POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID PROPERTY NORTH 88°59'20" WEST, A DISTANCE OF 235.76 FEET; THENCE NORTH 41°06'38" EAST, A DISTANCE OF 97.20 FEET; THENCE SOUTH 88°59'20" EAST, A DISTANCE OF 173.15 FEET; THENCE SOUTH 01°00'40" WEST, A DISTANCE OF 74.35 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED NOVEMBER 21, 1997, IN BOOK 971121 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA RECORDS AS INSTRUMENT NO. 00748.

PARCEL 3 (EASEMENT):

EASEMENTS AND OTHER RIGHTS ARISING OUT OF THAT CERTAIN RECIPROCAL EASEMENT, USE AND OPERATING AGREEMENT RECORDED JULY 3, 1997, IN BOOK 970703 AS INSTRUMENT NO. 01056 AND RE-RECORDED JULY 28, 1997 IN BOOK 970728 AS INSTRUMENT NO. 00576; AND AS AMENDED AND RE-STATED BY THAT CERTAIN AMENDED AND RE-STATED RECIPROCAL EASEMENT, USE AND OPERATING AGREEMENT RECORDED NOVEMBER 21, 1997 IN BOOK 971121 AS INSTRUMENT NO. 00731 AND RE-RECORDED FEBRUARY 4, 1998 IN BOOK 980204 AS INSTRUMENT NO. 00385; AND BY AMENDMENT THERETO RECORDED DECEMBER 23, 1999 IN BOOK 991223 AS INSTRUMENT NO. 01043 OF OFFICIAL RECORDS.

PARCEL 4 (LEASEHOLD):

THE AREA SUBJECT TO AND DESCRIBED IN THAT CERTAIN "BILLBOARD MASTER LEASE AGREEMENT" DATED NOVEMBER 14, 1997, EXECUTED BY VENETIAN CASINO RESORT, LLC, A NEVADA LIMITED LIABILITY COMPANY AS LESSOR AND GRAND CANAL SHOPS MALL CONSTRUCTION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, A MEMORANDUM OF WHICH RECORDED ON NOVEMBER 21, 1997 IN BOOK 971121 AS DOCUMENT NO. 00730, DESCRIBED AS FOLLOWS:

A PORTION OF THE PHASE I PROPERTY CONSISTING OF APPROXIMATELY 24,000 SQUARE FEET OF SPACE LOCATED ON THE CASINO LEVEL OF THE VENETIAN CASINO RESORT, 3355 LAS VEGAS BOULEVARD SOUTH, LAS VEGAS, NEVADA AND APPROXIMATELY 7,500 SQUARE FEET OF SPACE OF THE SUB-GRADE OR BASEMENT LEVEL BELOW THE CASINO LEVEL.

PARCEL 5 (LEASEHOLD):

THE AREA SUBJECT TO AND DESCRIBED IN THAT CERTAIN MASTER LEASE FOR ADDITIONAL CANYON RANCH SPACE, DATED JUNE 1, 1998, EXECUTED BY VENETIAN CASINO RESORT, LLC, A NEVADA LIMITED LIABILITY COMPANY AS

LESSOR AND GRAND CANAL SHOPS MALL CONSTRUCTION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, A MEMORANDUM OF WHICH RECORDED NOVEMBER 15, 1999 IN BOOK 991115 AS DOCUMENT NO. 00197, DESCRIBED AS FOLLOWS:

AN AREA CONSISTING OF APPROXIMATELY 42,580 SQUARE FEET OF SPACE ON THE POOL LEVEL OF THE VENETIAN CASINO RESORT, 3355 LAS VEGAS BOULEVARD SOUTH, LAS VEGAS, NEVADA.

PARCEL 6 (LEASEHOLD):

THE AREA SUBJECT TO AND DESCRIBED IN THAT CERTAIN MASTER LEASE FOR ADDITIONAL LUTECE SPACE, DATED MAY 20, 1999, EXECUTED BY VENETIAN CASINO RESORT, LLC, A NEVADA LIMITED LIABILITY COMPANY AS LESSOR AND GRAND CANAL SHOPS MALL CONSTRUCTION, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, A MEMORANDUM OF WHICH RECORDED NOVEMBER 15, 1999 IN BOOK 991115 AS DOCUMENT NO. 00198, DESCRIBED AS FOLLOWS:

AN AREA CONSISTING OF APPROXIMATELY 6,353 SQUARE FEET OF SPACE LOCATED ON THE CASINO LEVEL OF THE VENETIAN CASINO RESORT, 3355 LAS VEGAS BOULEVARD SOUTH, LAS VEGAS, NEVADA, AND COMMONLY KNOWN AS SPACE NUMBER 0119.

Exhibit 2 to Assignment of Contracts,
Intangible Personal Property and Utility Deposits

“CONTRACTS”

1. Amended and Restated Reciprocal Easement, Use and Operating Agreement dated as of November 14, 1997 between Interface Group–Nevada, Inc., Grand Canal Shops Mall Construction LLC (predecessor to Borrower) and Venetian Casino Resort, LLC, as amended by that certain First Amendment to Amended and Restated Reciprocal Easement, Use and Operating Agreement dated as of December 20, 1999 among Interface Group–Nevada, Inc., Borrower, Lido Casino Resort, LLC and Venetian Casino Resort, LLC, as the same may be further amended, restated, supplemented or otherwise modified from time to time.

2. Energy Services Agreement dated as of November 14, 1997 between Borrower and Atlantic-Pacific Las Vegas, LLC, as amended by that certain Energy Services Agreement Amendment No. 1 dated as of July 1, 1999, as the same may be further amended from time to time.

3. Property Management Agreement between Borrower and Forest City Commercial Management, Inc., dated as of July 24, 1997.

4. Agreement by and between, on the one side, The Grand Canal Shops Mall Subsidiary, LLC and Venetian Casino Resort, LLC and, on the other side, Best Models and Talent, Inc. d/b/a Best Productions, dated as of March 29, 2001.

5. Security Service Contract by and between Borg-Warner Protective Services Corporation and Forest City Enterprises, Inc., dated March 17, 1998.

6. Janitorial Services Agreement between Forest City Management as Agent for The Grand Canal Shoppes, LLC and Service Management Systems, Inc., dated April 26, 1999 and Addendum dated June 10, 2000.

7. Any other contracts and agreements relating to the Property to which Assignor is a party to.

Exhibit 3 to Assignment of Contracts,
Intangible Personal Property and Utility Deposits

“UTILITY DEPOSITS”

None.

Exhibit 4 to Assignment of Contracts,
Intangible Personal Property and Utility Deposits

“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