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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):

Goldman Sachs Mortgage Company

8-7-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment of Security Agreement

Execution Date: July 24, 2002

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank Minnesota, N.A.

Internal

Address: _____

Street Address: 9062 Old Annapolis Road

City: Columbia State: MD Zip: 21045

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

☒ Other National Banking AssociationIf 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 registration number(s):

A. Trademark Application No.(s)

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Crist

Internal Address: _____

Cleary, Gottlieb, Steen & Hamilton

Street Address: One Liberty Plaza

City: New York State: NY Zip: 10006

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:

(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.

Brian W. Crist

Name of Person Signing

Brian W. Crist

Signature

Date

6

Number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231
275.00 DP08/12/2002 AAHMED1 00000107 7567692
01 FC:481
02 FC:482TRADEMARK
REEL: 002561 FRAME: 0719

Schedule I

A. Trademark Application Numbers

Mark	Applicant/Owner	Serial or Registration Number	International Class
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

B. Trademark Registration Numbers

Mark	Applicant/Owner	Serial or Registration Number	International 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

**ASSIGNMENT AND ASSUMPTION OF
LOAN-RELATED DOCUMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF LOAN-RELATED DOCUMENTS (this "Assignment") is entered into as of this 24th day of July, 2002 by GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership, having an address at 85 Broad Street, New York, New York 10004 ("Assignor") for the benefit of WELLS FARGO BANK MINNESOTA, N.A., a national banking association, as Trustee in trust for the Holders of Commercial Mortgage Pass-Through Certificates, Series 2002-GSFL V, and having an address at 9062 Old Annapolis Road, Columbia, Maryland 21045 ("Trustee").

WHEREAS, Assignor owns all right, title and interest in and to that certain \$120,000,000 mortgage loan (the "Loan") to GRAND CANAL SHOPS II, LLC (the "Borrower"), secured by certain real property (the "Property") commonly known as The Grand Canal Shoppes, Las Vegas, Nevada;

WHEREAS, the Loan is evidenced by the Loan Documents (as hereinafter defined).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

Assignor hereby absolutely transfers, assigns, delivers and conveys to Trustee, without representation, warranty or recourse of any nature whatsoever, except as set forth in that certain Loan Sale Agreement of even date herewith between Assignor and GS Mortgage Securities Corporation II, all of its right, title and interest, and delegates all of its duties and obligations, in, to and under all documents evidencing, governing, securing and pertaining to the Loan (the "Loan Documents"), including, without limitation, the following:

- (i) All documents and instruments evidencing the obligations, liabilities and indebtedness of Borrower to the Assignor in connection with the Loan;
- (ii) All other instruments executed and delivered by or on behalf of Borrower to Assignor encumbering, or creating a lien upon, the Property as security for repayment of the Loan;
- (iii) All guaranties, insurance policies, indemnifications, releases, affidavits, certificates, title insurance policies, letters of credit and other documents executed and/or delivered by or on behalf of Borrower to the Assignor in connection with the Loan;
- (iv) All assignments and/or pledges, if any, whether direct or collateral, made by Borrower to Assignor, of leases, rents, beneficial or equitable interests, proceeds, royalties, contracts, plans, specifications, permits, licenses, reserves, holdbacks, escrows, stocks, bonds, securities and any other such assignments of collateral that evidence and/or secure the Loan;

- (v) That certain Trademark Security Agreement by Grand Canal Shops II, LLC dated as of June 4, 2002 granting a security interest to Archon Financial, L.P. in those trademarks set forth on Schedule A to this Assignment that was assigned to Assignor pursuant to that certain Assignment and Assumption of Loan-Related Documents by Archon Financial, L.P. dated as of June 4, 2002; and
- (vi) All modifications, amendments, consolidations, renewals, extensions or restatements of any of the foregoing.

By its acceptance of this Assignment, Trustee hereby assumes all of the obligations of Assignor in connection with or arising out of the Loan Documents and accruing from and after the date hereof.


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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed
by its proper officers, as of the date first above written.

ASSIGNOR:

GOLDMAN SACHS MORTGAGE
COMPANY,
a New York limited partnership

By: Goldman Sachs Real Estate Funding
Corp., its general partner

By: 
Name:
Title:

Schedule A

Mark	Applicant/Owner	Serial or Registration Number	International 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
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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