

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Las Vegas Sands, Inc.		02/22/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	The Bank of Nova Scotia
Street Address:	44 King Street West
City:	Toronto, ON
State/Country:	CANADA
Postal Code:	MSH 1H1
Entity Type:	Intercreditor Agent:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1209102	SANDS
Serial Number:	75977243	SANDS LIDO
Serial Number:	75977241	LIDO AT THE SANDS
Serial Number:	75977164	LIDO
Serial Number:	75977163	LIDO
Serial Number:	75977162	LIDO BEACH
Serial Number:	75977161	LIDO BEACH
Serial Number:	75122444	LIDO AT THE SANDS
Serial Number:	75122442	SANDS LIDO

CORRESPONDENCE DATA

Fax Number: (312)236-7516
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312.368.4000
 Email: ch.tm@dlapiper.com
 Correspondent Name: Mark I Feldman, Esq.

CH \$240.00 1209102

Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Mark I. Feldman
Signature:	/Mark I. Feldman/
Date:	03/09/2005

Total Attachments: 5
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**Grant of Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Las Vegas Sands, Inc., a Nevada corporation, (the "Grantor") hereby grants The Bank of Nova Scotia as Intercreditor Agent (as defined in the Security Agreement (as defined below)) for and on behalf of the Secured Parties (as defined in the Security Agreement), a security interest in all of the Grantor's right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired and wherever the same may be located or used in the United States:

(i) each trademark, service mark, design, logo, trade name, trade dress and/or other source and/or business identifies whether registered with the United States Patent and Trademark Office, a particular state within the United States or existing in common law and each United States federal or state registration and/or application relating thereto (including, without limitation, those referred to in Schedule A hereto) and all reissues, extensions and renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized thereby; *provided, however*, that the Trademark Collateral shall not include any "intent-to-use" based application for a trademark until such time that a statement of use has been filed with the United States Patent and Trademark Office or any state within the United States for such application; and

(ii) all income, royalties, damages, payments and other products and proceeds of the foregoing nor or hereinafter due or payable, including any claim and recoveries by the Grantor against and from third parties for past, present or future infringement of the Trademark Collateral, including any trademark listed on Schedule A hereto, or for injury to the goodwill associated with the Trademark Collateral.

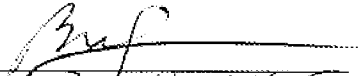
THIS GRANT OF SECURITY INTEREST is granted in conjunction with the security interests granted to the Grantee pursuant to the Amended and Restated Security Agreement among the Grantor, the Grantee and certain other parties dated as of August 20, 2004, as amended by that certain First Amendment to Amended and Restated Security Agreement entered into among Grantor, the Grantee and certain other parties dated as of September 30, 2004, as supplemented by that certain Supplement to Security Agreement made by and affiliate of Grantor and dated September 30, 2004, and as further amended by that certain Second Amendment to Amended and Restated Security Agreement, dated as of February 22, 2005, as amended, modified or supplemented from time to time (the "Security Agreement").

THIS GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS - LVSI]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as
of the 22nd day of February, 2005.

LAS VEGAS SANDS, INC.

By: 
Name: Bradat K. Sarwin
Title: General Counsel

Schedule A to Grant of Security Interest
in United States Trademarks

TRADEMARKS

[Attached]

TRADEMARK APPLICATIONS

[Attached]

UNITED STATES TRADEMARK REGISTRATIONS (Las Vegas Sands)

COUNTRY	MARK	REGISTRATION NUMBER	OWNER	STATUS
United States	SANDS (Stylized)	1209102	Las Vegas Sands, Inc.	Registered 9/14/82

UNITED STATES TRADEMARK APPLICATIONS (BASED ON INTENT-TO-USE)

COUNTRY	MARK	REGISTRATION NUMBER	OWNER	STATUS
United States	SANDS LIDO	75/977243	Las Vegas Sands, Inc.	Published 07/06/99; opposed by VRL International Limited and Sans Souci Limited
United States	LIDO AT THE SANDS	75/977241	Las Vegas Sands, Inc.	Published 07/06/99; opposed by VRL International Limited and Sans Souci Limited
United States	LIDO	75/977164	Las Vegas Sands, Inc.	Published 07/06/99; opposed by VRL International Limited and Sans Souci Limited
United States	LIDO	75/977163	Las Vegas Sands, Inc.	Published 5/18/99; opposed by VRL International Limited
United States	LIDO BEACH	75/977162	Las Vegas Sands, Inc.	Published 6/22/99; opposed by VRL International Limited
United States	LIDO BEACH	75/977161	Las Vegas Sands, Inc.,	Published 7/6/99; opposed by VRL International Limited
United States	LIDO AT THE SANDS	75/122444	Las Vegas Sands, Inc.	Published 7/13/99; opposed by VRL International Limited and Sans Souci Limited
United States	SANDS LIDO	75/122442	Las Vegas Sands, Inc.	Published 7/6/99; opposed by VRL International Limited and Sans Souci Limited