

09-08-2004

102831996
TRADEMARK

To the Director of the U.S. Patents and Trademarks: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

VENETIAN CASINO RESORT, LLC

- ☐ Individual(s) ☐ Association
- ☐ General Partnership ☐ Limited Partnership
- ☐ Corporation
- ☒ Other Nevada limited liability company

Citizenship (see guidelines) _____

Execution Date(s) August 20, 2004Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies): ☐ YesAdditional names, addresses, or citizenship attached? ☒ NoName: THE BANK OF NOVA SCOTIA,
as Intercreditor AgentStreet Address: 580 California Street, Suite 2100City: San FranciscoState: CaliforniaCountry: USA Zip: 94104☐ Association Citizenship _____☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☐ Corporation Citizenship _____☒ Other Canadian chartered bankIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of Trademark.

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional number(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Rhonda DeLeonInternal Address: Latham & Watkins, LLPStreet Address: 650 Town Center Drive, Suite 2000City: Costa MesaState: California Zip: 92626Phone Number: 714-540-1235Fax Number: 714-755-8290Email Address: ipdocket@lw.com

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 890.00

- ☐ Authorized to be charged by credit card
- ☐ Authorized to be charged to deposit account
- ☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

b. Deposit Account Number 500524 (For additional fees)Authorized User Name Rhonda DeLeon

9. Signature: _____

Signature

September 2, 2004

Date

Rhonda DeLeon
Name of Person Signing

Total number of pages including cover sheet, attachments, and document

10

09/07/2004 MGETACHE 00000028 2558771

01 FC:8521
02 FC:8522 C700546.140.00 OP
850.00 OPTRADEMARK
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SCHEDULE A
VENETIAN CASINO RESORT, LLC
U.S. TRADEMARKS

Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>
LAS VENICE	2,558,771
PALAZZO	2,683,895
PALAZZO	2,729,637
THE VENETIAN	2,507,362
THE VENETIAN	2,411,053
THE VENETIAN	2,295,362
THE VENETIAN	2,427,621
THE VENETIAN And Design	2,542,999
THE VENETIAN And Design	2,555,775
THE VENETIAN And Design	2,655,917
THE VENETIAN RESORT HOTEL CASINO	2,427,241
THE VENETIAN RESORT HOTEL CASINO	2,350,633
THE VENETIAN RESORT HOTEL CASINO	2,411,455
VENETIAN	2,326,994
VENETIAN	2,427,247
VENETIAN	2,507,363
VENETIAN	2,322,513
VENETIAN	2,411,454
Winged Lion V And Design	2,427,620

<u>Mark</u>	<u>Registration No.</u>
Winged Lion V And Design	2,411,034
Winged Lion V And Design	2,352,445

Trademark Applications

<u>Mark</u>	<u>Serial No.</u>
HERMITAGE	76/282,683
HERMITAGE	76/282,684
L'ERMITAGE	76/282,687
L'ERMITAGE	76/282,685
L'HERMITAGE	76/282,682
L'HERMITAGE	76/282,499
PAIZA	78/272,390
PAIZA	78/272,394
PAIZA	78/272,397
VENETIAN INTERACTIVE	76/487,939
VENETIAN PALAZZO	78/462,895
VENEZIA	78/234,305
VENEZIA	78/234,303
VI	76/487,938

**Grant of Security Interest
in United States Trademarks**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Venetian Casino Resort, LLC, a Nevada limited liability company, (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.

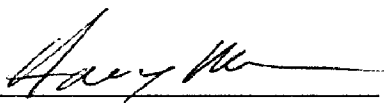
THIS GRANT OF SECURITY INTEREST is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement among the Grantor, the Grantee and certain other parties dated as of August 20, 2004, as amended, modified or supplemented from time to time (the "Security Agreement").

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.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest
as of the 20th day of August, 2004.

VENETIAN CASINO RESORT, LLC

By: LAS VEGAS SANDS, INC., its managing member

By: 

Schedule A to Grant of Security Interest
in United States Trademarks

TRADEMARKS

[Attached]

TRADEMARK APPLICATIONS

[Attached]

UNITED STATES TRADEMARK REGISTRATIONS (Venetian Casino Resort, LLC)

COUNTRY	MARK	REGISTRATION NUMBER	OWNER	STATUS
United States	VENETIAN	2326994	Venetian Casino Resort, LLC	Registered 3/7/00 – assigned from Las Vegas Sands, Inc. to Venetian Casino Resort, LLC
United States	THE VENETIAN RESORT HOTEL CASINO	2427241	Venetian Casino Resort, LLC	Registered 2/6/01
United States	THE VENETIAN RESORT HOTEL CASINO	2350633	Venetian Casino Resort, LLC	Registered 05/16/00
United States	VENETIAN	2427247	Venetian Casino Resort, LLC	Registered 2/6/01
United States	THE VENETIAN	2507362	Venetian Casino Resort, LLC	Registered 11/13/01
United States	THE VENETIAN	2411053	Venetian Casino Resort, LLC	Registered 12/5/00
United States	VENETIAN	2507363	Venetian Casino Resort, LLC	Registered 11/13/01
United States	THE VENETIAN	2295362	Venetian Casino Resort, LLC	Registered 11/30/99
United States	THE VENETIAN RESORT HOTEL CASINO	2411455	Venetian Casino Resort, LLC	Registered 12/5/00
United States	VENETIAN	2322513	Venetian Casino Resort, LLC	Registered 2/22/00 – assigned from Las Vegas Sands, Inc. to Venetian
United States	THE VENETIAN & Design	2542999	Venetian Casino Resort, LLC	Registered 2/26/02

UNITED STATES TRADEMARK REGISTRATIONS (Venetian Casino Resort, LLC)

COUNTRY	MARK	REGISTRATION NUMBER	OWNER	STATUS
United States	THE VENETIAN & Design	2555775	Venetian Casino Resort, LLC	Registered 4/2/02
United States	LAS VENICE	2558771	Venetian Casino Resort, LLC	Registered 4/9/02
United States	Winged Lion V & Design	2427620	Venetian Casino Resort, LLC	Registered 2/6/01
United States	Winged Lion V & Design	2411034	Venetian Casino Resort, LLC	Registered 12/5/00
United States	THE VENETIAN	2427621	Venetian Casino Resort, LLC	Registered 2/6/01
United States	VENETIAN	2411454	Venetian Casino Resort, LLC	Registered 12/5/00
United States	Winged Lion V & Design	2352445	Venetian Casino Resort, LLC	Registered 5/23/00
United States	THE VENETIAN & Design	2655917	Venetian Casino Resort, LLC	Registered 12/3/02
United States	PALAZZO	2683895	Venetian Casino Resort, LLC	Registered 2/4/03
United States	PALAZZO	2729637	Venetian Casino Resort, LLC	Registered 6/24/03
United States	Gondolier Design	2404897	Venetian Casino Resort, LLC	Registered 11/14/00
United States	Gondolier Design	2358232	Venetian Casino Resort, LLC	Registered 6/13/00
United States	Gondolier Design	2417906	Venetian Casino Resort, LLC	Registered 1/2/01
State of Nevada	VENETIAN	31/451	Venetian Casino Resort, LLC	Registered 11/6/98

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

COUNTRY	MARK	REGISTRATION NUMBER	OWNER	STATUS
United States	HERMITAGE	76/282683	Venetian Casino Resort, LLC	Pending
United States	L'HERMITAGE	76/282682	Venetian Casino Resort, LLC	Pending
United States	L'HERMITAGE	76/282687	Venetian Casino Resort, LLC	Pending
United States	L'HERMITAGE	76/282685	Venetian Casino Resort, LLC	Pending
United States	L'HERMITAGE	76/282499	Venetian Casino Resort, LLC	Pending
United States	HERMITAGE	76/282684	Venetian Casino Resort, LLC	Pending
United States	VENETIAN PALAZZO	78/462895	Venetian Casino Resort, LLC	Pending
United States	VENETIAN INTERACTIVE	76/487939	Venetian Casino Resort, LLC	Pending
United States	VI	76/487938	Venetian Casino Resort, LLC	Pending
United States	PAIZA	78/272390	Venetian Casino Resort, LLC	Notice of Allowance issued 6/22/04
United States	PAIZA	78/272394	Venetian Casino Resort, LLC	Notice of Allowance issued 6/29/04
United States	PAIZA	78/272397	Venetian Casino Resort, LLC	Pending
United States	PIERO SELVAGGIO VALENTINO	76/156579	Venetian Casino Resort, LLC	Pending

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

COUNTRY	MARK	REGISTRATION NUMBER	OWNER	STATUS
United States	VENEZIA	78/234305	Venetian Casino Resort, LLC	Pending
United States	VENEZIA	78/234303	Venetian Casino Resort, LLC	Notice of Allowance issued 8/10/04