

09-08-2004

Form PTO-1594 (Rev. 06/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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



102831746

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):

**LAS VEGAS SANDS, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation Nevada
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) August 20, 2004

Additional 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):  Yes

Additional names, addresses, or citizenship attached?  No

Name: THE BANK OF NOVA SCOTIA,  
as Intercreditor Agent

Street Address: 580 California Street, Suite 2100

City: San Francisco

State: California

Country: USA                      Zip: 94104

Association    Citizenship \_\_\_\_\_

General Partnership    Citizenship \_\_\_\_\_

Limited Partnership    Citizenship \_\_\_\_\_

Corporation    Citizenship \_\_\_\_\_

Other Canadian chartered bank

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)

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 DeLeon

Internal Address: Latham & Watkins, LLP

Street Address: 650 Town Center Drive, Suite 2000

City: Costa Mesa

State: California                      Zip: 92626

Phone Number: 714-540-1235

Fax Number: 714-755-8290

Email Address: ipdocket@lw.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00

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

7

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01 FC:0521  
02 FC:8522

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**TRADEMARK**  
**REEL: 003046 FRAME: 0522**

**SCHEDULE A**  
**LAS VEGAS SANDS, INC.**  
**U.S. TRADEMARKS**

**Trademark Registrations**

<u>Mark</u>	<u>Registration No.</u>
SANDS (Stylized)	1,209,102

**Trademark Applications**

<u>Mark</u>	<u>Serial No.</u>
LIDO	75/977,164
LIDO	75/977,163
LIDO AT THE SANDS	75/977,241
LIDO AT THE SANDS	75/122,444
LIDO BEACH	75/977,162
LIDO BEACH	75/977,161
SANDS LIDO	75/977,243
SANDS LIDO	75/122,442

**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 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.

LAS VEGAS SANDS, INC.

By: Harry M. \_\_\_\_\_

**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

TRADEMARK

RECORDED: 09/02/2004

REEL: 003046 FRAME: 0528