

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hotelerama Associates, Ltd.		05/10/2005	LIMITED PARTNERSHIP: FLORIDA
RECEIVING PARTY DATA			
Name:	Fontainebleau Resort Properties II, LLC		
Street Address:	19501 Biscayne Boulevard		
Internal Address:	Suite 400		
City:	Aventura		
State/Country:	FLORIDA		
Postal Code:	33180		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0995958	HOTEL FONTAINEBLEAU	
Registration Number:	1136482	FONTAINEBLEAU	
Serial Number:	76616042	FONTAINEBLEAU	
CORRESPONDENCE DATA			
Fax Number:	(412)562-1041		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-562-1637		
Email:	cremonesevj@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Michael L. Dever		

CH \$90.00 0995958

Signature:	/Michael L. Dever/
Date:	05/17/2005
Total Attachments: 5 source=20050517095628051#page1.tif source=20050517095628051#page2.tif source=20050517095628051#page3.tif source=20050517095628051#page4.tif source=20050517095628051#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

(Assignment of Fontainebleau Intellectual Property Including Trademarks from Hotelarama Associates, Ltd. to Fontainebleau Resort Properties II, LLC)

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS, made as of May 10, 2005, by and between Hotelarama Associates, Ltd., a Florida limited partnership ("Hotelarama" or the "Assignor"), and Fontainebleau Resort Properties II, LLC, a Delaware limited liability company ("IP LLC" or the "Assignee").

WITNESSETH:

WHEREAS, Hotelarama is a party to that certain Purchase and Sale Agreement (the "Purchase Agreement"), dated as of December 9, 2004, as amended, by and between Hotelarama and Turnberry 4441 Collins Avenue Limited Partnership, a Florida limited partnership ("Turnberry");

WHEREAS, pursuant to that certain Assignment of Contract (the "Initial Assignment"), dated as of March 23, 2005, by and between Turnberry, on the one hand, and Fontainebleau Florida Hotel, LLC, a Florida limited liability company ("Hotel LLC"), on the other hand, Turnberry assigned all of its right, title, interest to and obligations under the Purchase Agreement to Hotel LLC;

WHEREAS, pursuant to that certain Assignment of Rights of Contract, dated as of May 10, 2005, by and between Hotel LLC, as an assignor, and Fontainebleau Florida Tower 2, LLC, a Florida limited liability company, Fontainebleau Florida Tower 3, LLC, a Florida limited liability company, Fontainebleau Florida Tower 4, LLC, a Florida limited liability company, Hotel LLC and IP LLC, collectively as assignees, Hotel LLC assigned all of its right, title and interest to and obligations under the Purchase Agreement to the assignees;

WHEREAS, pursuant to the Purchase Agreement, Hotelarama desires to transfer and assign to IP LLC all of its right, title, and interest in and to the Intellectual Property Assets (as defined below) (the "Assignment"); and

WHEREAS, as a result of the Assignment, Hotelarama will no longer have rights to the Intellectual Property Assets

NOW, THEREFORE, in consideration of the foregoing and of the mutual representations, warranties, covenants and promises contained herein, and intending to be legally bound hereby, the parties hereto represent, warrant, covenant and agree as follows:

1. Assignment Hotelarama hereby sells, grants, conveys, transfers, contributes, assigns and delivers to the Assignee all of its right, title and interest in and to any and all patents, patent applications, invention disclosures, trademarks, trademark registrations and applications, copyrights, copyright registrations and applications for registration, trade secrets and know-how, including without limitation those Intellectual Property Assets listed on Exhibit A, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the goodwill of the

business to which any of the trademarks relate, and all licenses or other agreements granted to Hotelarama with respect to any of the foregoing (collectively, the "Intellectual Property Assets"). The Assignee hereby accepts the Assignment from Hotelarama, and expressly assumes the Intellectual Property Assets of Hotelarama.

2. Representations and Warranties Hotelarama hereby warrants and represents to IP LLC as follows:

- a. To Hotelarama's knowledge, there are no inventions, improvements, discoveries or information used in connection with Hotelarama's business except as otherwise described in this Assignment.

Trademarks and Service Marks

- b. To Hotelarama's knowledge, no Intellectual Property Asset set forth on Exhibit A which is a trademark or service mark is infringed or has been challenged or threatened in any way. To Hotelarama's knowledge, it has received no notice that any of the Intellectual Property Assets which are trademarks or service marks used by Hotelarama infringes or is alleged to infringe any trade name, trademark, or service mark of any third party. To Hotelarama's knowledge, it has not licensed any Intellectual Property Asset for a third party other than the licenses under the FONTAINEBLEAU trademark and service mark to the developer/contract vendee for the Fontainebleau 2 and Fontainebleau 3 condominium towers and, potentially, businesses residing at the Fontainebleau Hotel for use in connection with their business operations at the Fontainebleau Hotel. Assignee acknowledges being advised of the following matters, which shall not be deemed violative of any of the representations or warranties contained herein: (a) Hotelarama issued a cease and desist letter to Jeu De Paume, Inc. in August 2002 pertaining to its attempted registration of the Fontainebleau name for certain bags; Hotelarama has no knowledge of further attempts to register the Fontainebleau name by such entity after the date of such cease and desist letter; (b) Hotelarama is aware of a former Marriott (now a Clarion) located in Ocean City, Maryland, that has been utilizing the name "Fontainebleau"; and (c) there is an area in Miami known as Fontainebleau Park, where many buildings utilize the "Fontainebleau" name.

Copyrights

- c. To Hotelarama's knowledge, no Intellectual Property Asset set forth on Exhibit A which is a copyright is infringed or, to Hotelarama's knowledge, has been challenged or threatened in any way. To Hotelarama's knowledge, it has received no notice that any of the subject matter of any of the Intellectual Property Assets which are copyrights infringes or is alleged to infringe any copyright of any third party or is a derivative work based on the work of a third party

For purposes of this instrument, Hotelarama's knowledge is limited to Arnold A. Brown, Brian Bilzin, Stephen Muss, Melanie Muss and Jeff Frantzman.

3. Further Assurances. Hotelerama agrees that upon request of Assignee, at any time and from time to time, Hotelerama will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances and assurances as may be reasonably required to evidence further the Assignment to Assignee, or to aid or assist Assignee in obtaining all of the rights and privileges assigned, transferred, conveyed and delivered hereby.

4. Amendment. This Assignment may be amended, modified, supplemented or terminated only by a writing signed by all parties hereto or by their duly authorized representatives. No waiver, extension or consent will be effective unless evidenced by an instrument in writing duly executed by the party which is sought to be charged with having granted the same

5. Headings. The section headings of this Assignment are for convenience of reference only and do not form a part of this Assignment and do not in any way modify, interpret, or otherwise affect the intentions of the parties.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflicts of laws principles.

7. Entire Agreement. This Assignment constitutes the entire agreement of the parties hereto with respect to the transfer of Intellectual Property Assets under the Purchase Agreement by Hotelerama and supersedes all negotiations, preliminary agreements and prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matter hereof. Any and all prior negotiations and discussions by and among the parties hereto and their agents and/or representatives which are not reflected or set forth in this Assignment shall have no force or effect and are hereby superseded

8. Counterparts; Use of Facsimiles. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The reproduction of signatures by means of a telecopying device shall be treated as though such reproductions are executed originals.

9. Severability. In the event any provision hereof shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Assignment and the remaining covenants, restrictions and provisions hereof shall remain in full force and effect and any court of competent jurisdiction may so modify the objectionable provision as to make it valid, reasonable and enforceable.

9. Capitalized Terms. Any capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement

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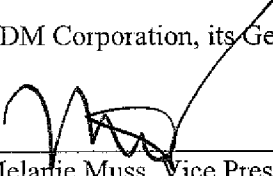
*[Signature Page to Assignment Intellectual Property Assets from Hotelarama Associates, Ltd.
to Fontainebleau Resort Properties II, LLC]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Intellectual Property Assets to be duly executed on the day and year first above written

ASSIGNOR:

HOTELERAMA ASSOCIATES, LTD., a
Florida limited partnership

By: KDM Corporation, its General Partner

By: 
Melarjie Muss, Vice President

ASSIGNEE:

FONTAINEBLEAU RESORT PROPERTIES
II, LLC, a Delaware limited liability company

By: Fontainebleau Resort Holdings, LLC, its
Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

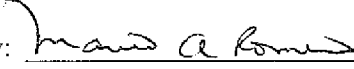
By: 
Mario A. Romine, Authorized Signatory

EXHIBIT A

U.S. Trademark Registrations

Trademark	Reg. No.	Reg. Date
FONTAINEBLEAU and Design	1,136,482	May 27, 1980
HOTEL FONTAINEBLEAU	995,958	October 15, 1974

U.S. Trademark Applications

Trademark	Serial No.	Filing Date
FONTAINEBLEAU	76/616,042	October 15, 2004

Florida State Trademark Registrations

Trademark	Reg. No.	Reg. Date
HOTEL FONTAINEBLEAU	919,280	June 21, 1978

Trade Secrets

Any and all confidential information used in Hotelarama's business including but not limited to customer lists, training protocols, reservation systems, supplier / vendor lists, facility operations systems and other systems, devices, compilations, processes and procedures used in Hotelarama's business.