

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
Fairmont Hotels & Resorts (U.S) Inc.		05/11/2006	CORPORATION: DELAWARE
Fairmont Hotels Inc.		05/11/2006	CORPORATION: CANADA
Fairmont Spas Inc.		05/11/2006	CORPORATION: CANADA
CP Hotels (U.S.) 1998 Inc.		05/11/2006	CORPORATION: DELAWARE
Chateau Lake Louise Corp.		05/11/2006	CORPORATION: CANADA
FHR Real Estate Corporation		05/11/2006	CORPORATION: CANADA
Copley Plaza 2001 LLC		05/11/2006	LIMITED LIABILITY COMPANY: DELAWARE
Delta Hotels Ltd.		05/11/2006	CORPORATION: ONTARIO
FHR (ML) Hotel Holdings LLC		05/11/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 65

Property Type	Number	Word Mark
Registration Number:	1911922	CAZADORES
Registration Number:	2638987	F
Registration Number:	1906148	F
Registration Number:	2563687	F
Registration Number:	2648879	F

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Registration Number:	0980537	F
Registration Number:	0980536	F
Serial Number:	75696148	FAIRMONT
Serial Number:	75696147	FAIRMONT
Serial Number:	75696146	FAIRMONT
Registration Number:	0983000	FAIRMONT
Registration Number:	0982669	FAIRMONT
Registration Number:	0982668	FAIRMONT
Registration Number:	2714517	FAIRMONT GOLD F
Registration Number:	2658616	FAIRMONT HOTELS & RESORTS
Serial Number:	78141031	FAIRMONT LIFESTYLE CUISINE
Registration Number:	1656488	FAIRMONT PRESIDENT'S CLUB
Registration Number:	2521514	FRONTRUNNER A MASTERPLANT SOLUTION BY FLUOR DANIEL
Registration Number:	1784653	LAS VENTANAS
Registration Number:	1784652	MARQUESA
Registration Number:	2510420	PLACES IN THE HEART
Registration Number:	1709532	PRESIDENT'S CLUB
Registration Number:	2561787	THE FAIRMONT
Registration Number:	1868295	SCOTTSDALE PRINCESS
Serial Number:	78545709	FAIRMONT HERITAGE PLACE
Serial Number:	76301066	THE FAIRMONT RESIDENCES
Serial Number:	76362318	THE SPAS AT FAIRMONT
Registration Number:	2952046	VIEW ARIZONA
Serial Number:	76358595	+ . -
Serial Number:	76357039	WILLOW STREAM
Registration Number:	1120170	P
Registration Number:	2357413	CROWN P CORRAL
Registration Number:	2341124	CABALLO BAYO COUNTRY CLUB
Registration Number:	2445726	FLAVORS OF THE SCOTTSDALE PRINCESS
Serial Number:	75057808	PRINCESS CASINO
Registration Number:	1613320	PRINCESS
Registration Number:	1516744	SCOTTSDALE PRINCESS
Registration Number:	1442458	PRINCESS VACATIONS INTERNATIONAL
Registration Number:	1362398	PRINCESS

Registration Number:	1173718	PRINCESS HOTELS
Registration Number:	2821996	BANFF SPRINGS HOTEL
Registration Number:	043210	
Registration Number:	2833569	CHATEAU LAKE LOUISE
Registration Number:	2818711	CHATEAU WHISTLER
Serial Number:	78568700	COPLEY PLAZA BOSTON'S "GRANDE DAME"
Registration Number:	3028984	COPLEY PLAZA
Serial Number:	76199500	JASPER PARK LODGE
Registration Number:	2790150	LE CHATEAU MONTEBELLO
Registration Number:	1441544	DELTA HOTELS
Registration Number:	1443610	DELTA
Registration Number:	2675853	D DELTA HOTELS
Registration Number:	1719133	DELTA PRIVILEGE
Registration Number:	2653434	YOUR ROOM IS READY
Registration Number:	2473770	LIFECAST
Registration Number:	2473694	LIFECAST.COM
Registration Number:	2507073	COURTING FOR LIFE
Registration Number:	2537962	THE ORCHID AT MAUNA LANI ISLAND OF HAWAI'I
Registration Number:	2277960	THE ORCHID BEACH CLUB
Registration Number:	2276026	
Registration Number:	2277933	
Registration Number:	2277932	BIG ISLAND BOUNTY
Registration Number:	2272144	
Registration Number:	2272143	
Registration Number:	2458945	THE ORCHID AT MAUNA LANI
Registration Number:	2270703	THE PANIOLO LOUNGE

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-878-8476
Email: melissa.schrader@cliffordchance.com
Correspondent Name: Melissa Schrader
Address Line 1: Clifford Chance US LLP
Address Line 2: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	5436-478
NAME OF SUBMITTER:	Melissa Schrader
Signature:	/Melissa Schrader/
Date:	05/12/2006

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 11, 2006 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between the grantor named on the signature page hereof (the "Grantor") and CITICORP NORTH AMERICA, INC., in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Grantor is party to a Pledge and Security Agreement dated as of May 11, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among the Grantor, the other Loan Parties party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (provided however, that solely to the extent, if any, that inclusion of any U.S. intent-to-use applications in the Trademark Collateral would violate the Trademark Act or otherwise result in a forfeiture of the Grantor's rights thereunder, Trademark Collateral shall not include any such U.S. intent-to-use applications unless and until a Statement of Use or Amendment to Allege Use has been accepted by the U.S. Patent and Trademark Office), including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether the Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and the Grantor

hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

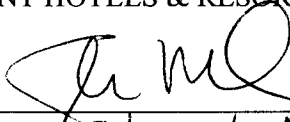
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAIRMONT HOTELS & RESORTS (U.S.) INC.

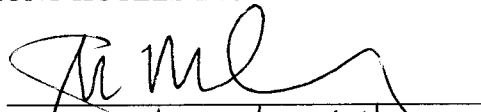
By:


Name: Stuart Miller
Title: Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAIRMONT HOTELS INC.

By:


Name: Stuart Miller
Title: Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FAIRMONT SPAS INC.

By:



Name: Stuart Miller

Title: Authorized Signatory

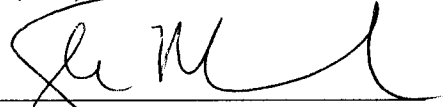
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CP HOTELS (U.S.) 1998 INC.

By:

Name:

Title:



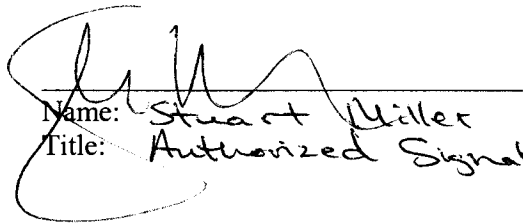
Stuart Miller

Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHATEAU LAKE LOUISE CORP.

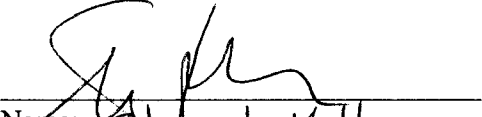
By:


Name: Stuart Miller
Title: Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

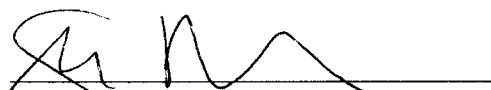
FHR REAL ESTATE CORPORATION

By:


Name: Stuart Miller
Title: Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COPLEY PLAZA 2001 LLC

By: 
Name: Stuart Miller
Title: Authorized Signatory

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DELTA HOTELS LTD.

By:



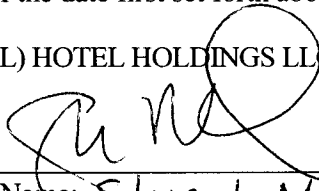
Name: *Stuart Miller*

Title: *Authorized Signatory*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FHR (ML) HOTEL HOLDINGS LLC

By:


Name: Stuart Miller
Title: Authorized Signatory

Accepted and Agreed:

CITICORP NORTH AMERICA, INC.,
as Collateral Agent

By: 

Name:

DAVID BROWN

Title

VICE PRESIDENT

[Trademark Security Agreement]

NYB 1528795.2

4.7 (E) - TRADEMARKS

Trademark	Jurisdiction	Current Owner/ Applicant	Registration/ Application Number	Registration / Last Renewal Date (YY-MM- DD)
CAZADORES (Scottsdale Princess) Class 42	US	Fairmont Hotels & Resorts (U.S.) Inc.	1911922	1995-08-15
F LOGO	US	Fairmont Hotels & Resorts (U.S.) Inc.	2638987 Serial #76293549	2002-10-22
F & DESIGN	US	Fairmont Hotels & Resorts (U.S.) Inc.	1906148 Serial #74538121	1995-07-18
F & DESIGN	US	Fairmont Hotels & Resorts (U.S.) Inc.	2563687 Serial #76293635	2002-04-23
F & DESIGN	US	Fairmont Hotels & Resorts (U.S.) Inc.	2648879 Serial #76293636	2003-11-12
F & WREATH DESIGN	US	Fairmont Hotels & Resorts (U.S.) Inc.	0980537 Serial #7243889	1994-03-12
F (STYLIZED)	US	Fairmont Hotels & Resorts (U.S.) Inc.	0980536 Serial #72438878	1994-03-12
FAIRMONT (olive oil)	US	Fairmont Hotels & Resorts (U.S.) Inc.	Serial No. 75696148	Filing Date: 1999-05-03
FAIRMONT coffee	US	Fairmont Hotels & Resorts (U.S.) Inc.	Serial No. 75696147	Filing Date: 1999-05-03
FAIRMONT Class 33 - wine	US	Fairmont Hotels & Resorts (U.S.) Inc.	Serial No. 75/696146	Filing Date: 1999-05-03
FAIRMONT (word mark) Class 42	US	Fairmont Hotels & Resorts (U.S.) Inc.	0983000	1994-04-23
FAIRMONT & WREATH DESIGN Class 42	US	Fairmont Hotels & Resorts (U.S.) Inc.	0982669	1994-04-23
FAIRMONT (STYLIZED)	US	Fairmont Hotels & Resorts (U.S.) Inc.	0982668	1994-04-23
FAIRMONT GOLD	US	Fairmont Hotels & Resorts (U.S.) Inc.	Reg No. 2714517 Serial No 76354456	2003-05-06

FAIRMONT HOTELS & RESORTS & DESIGN	US	Fairmont Hotels & Resorts (U.S.) Inc.	Reg No. 2658616 Serial No. 76293648	2002-12-10
FAIRMONT LIFESTYLE CUISINE (word mark)	US	Fairmont Hotels & Resorts (U.S.) Inc.	Serial No. 78141031	Filing Date: 2002-07-03
FAIRMONT PRESIDENT'S CLUB (word mark)	US	Fairmont Hotels & Resorts (U.S.) Inc.	1656488	1991-09-10
KEA LANI HOTEL (and design)	US	Fairmont Hotels & Resorts (U.S.) Inc.	2521514	2001-10-02
LAS VENTANAS	US	Fairmont Hotels & Resorts (U.S.) Inc.	1784653	2003-7-27
MARQUESA	US	Fairmont Hotels & Resorts (U.S.) Inc.	1784652	2003-7-27
PLACES IN THE HEART	US	Fairmont Hotels Inc.	2510420	2001-11-20
PRESIDENT'S CLUB	US	Fairmont Hotels & Resorts (U.S.) Inc.	1709532	1998-11-02
THE FAIRMONT (word mark)	US	Fairmont Hotels & Resorts (U.S.) Inc.	Serial No. 76293647 REG No 2561787	2002-04-16
SCOTTSDALE PRINCESS Class 25	US	Fairmont Hotels & Resorts (U.S.) Inc.	1,868,295	1994-12-20
FAIRMONT HERITAGE PLACE Class 36 and 43	US	Fairmont Hotels & Resorts (U.S.) Inc.	Serial No: 78/545,709	Filing date: January 11, 2005
THE FAIRMONT RESIDENCES (stylized word) Class 36, 42	US	Fairmont Hotels & Resorts (U.S.) Inc.	Serial No. 76301066	Filing Date: 2001-08-17
THE SPAS AT FAIRMONT Classes 3,9,18,24,25,28,32,41,43,44	US	Fairmont Hotels & Resorts (U.S.) Inc.	Serial No. 76362318	Filing Date: 2002-01-24
VIEW ARIZONA	US	Fairmont Hotels & Resorts (U.S.) Inc.	2952046	2005-5-17
WILLOW STREAM (four circles) Class 3, 9, 18, 24, 25, 28, 32, 41, 43 and 44	US	Fairmont Spas Inc.	Serial No. 76/358595	Filing Date: 2002-01-14 Allegation of Use: filed 01/2005

WILLOW STREAM (word mark) Class 3, 9, 18, 24, 25, 28, 32, 41, 43 and 44	US	Fairmont Spas Inc.	Serial No. 76357039	Filing Date: 2002-01-14
P & Design	US	Fairmont Hotels & Resorts (U.S.) Inc.	1,120,170	1999-06-12
CROWN P CORRAL	US	Fairmont Hotels & Resorts (U.S.) Inc.	2357413	2000-06-13
CABALLO BAYO COUNTRY CLUB (Scottsdale Princess)	US	Fairmont Hotels & Resorts (U.S.) Inc.	2341124	2000-04-11
FLAVORS OF THE SCOTTSDALE PRINCESS	US	Fairmont Hotels & Resorts (U.S.) Inc.	2445726	2001-01-24
PRINCESS CASINO	US	Fairmont Hotels & Resorts (U.S.) Inc.	75/057,808	1996-02-14
PRINCESS	US	Fairmont Hotels & Resorts (U.S.) Inc.	1,613,320	2000-09-11
SCOTTSDALE PRINCESS	US	Fairmont Hotels & Resorts (U.S.) Inc.	1,516,744	1988-12-13
PRINCESS VACATIONS INTERNATIONAL	US	Fairmont Hotels & Resorts (U.S.) Inc.	1,442,458	1987-06-09
PRINCESS	US	Fairmont Hotels & Resorts (U.S.) Inc.	1,362,398	1985-09-24
PRINCESS HOTELS	US	Fairmont Hotels & Resorts (U.S.) Inc.	1,173,718	2001-10-13
P (and Design)	US	Fairmont Hotels & Resorts (U.S.) Inc.	1,120,170	1985-10-15
BANFF SPRINGS HOTEL Class 42	US	Banff Springs Hotel Corporation	2,821,996	2004-03-16
CABANA CAFÉ (Scottsdale Princess)	US (State of Arizona Trade Mark)	CP Hotels (U.S.) 1998 Inc.	043210	1999-08-27
CHATEAU LAKE LOUISE (Class 42)	US	Chateau Lake Louise Corp	2,833,569	2004-04-20
CHATEAU WHISTLER Class 42	US	FHR Real Estate Corporation	2,818,711	2004-03-02
COPLEY PLAZA BOSTON'S GRANDE DAME Class 42	US	Copley Plaza 2001 LLC	Serial No. 78- 568700	Filing Date: 2005-02-16

COPLEY PLAZA Class 42	US	Copley Plaza 2001 LLC	3028984	2005-12-13
JASPER PARK LODGE	US	FHR Real Estate Corporation	Serial No. 76199500	Filing Date: 2001-01-25
LE CHÂTEAU MONTEBELLO (Class 42)	US	FHR Real Estate Corporation	Reg. No. 2,790,150	2003-12-09
DELTA HOTELS (typed drawing)	US	Delta Hotels Ltd.	1441544	1985-04-15
DELTA (word mark)	US	Delta Hotels Ltd.	1443610	1987-06-02
DELTA HOTELS & DESIGN (D design)	US	Delta Hotels Ltd.	2675853	2003-01-21
DELTA PRIVILEGE (word mark)	US	Delta Hotels Ltd.	1719133	1992-09-22
YOUR ROOM IS READY (word mark)	US	Delta Hotels Ltd.	2653434	2002-11-26
LIFECAST	US	Lifecast.com, Inc.	2473770	2001-07-31
LIFECAST.COM	US	Lifecast.com, Inc.	2473694	2001-07-31
COURTING FOR LIFE	US	FHR (ML) Hotel Holdings LLC	2507073	2001-11-13
THE ORCHID AT MAUNA LANI ISLAND OF HAWAII (and design)	US	FHR (ML) Hotel Holdings LLC	2537962	2002-02-12
THE ORCHID BEACH CLUB	US	FHR (ML) Hotel Holdings LLC	2277960	1999-09-14
DESIGN ONLY (Row Boat Drawing)	US	FHR (ML) Hotel Holdings LLC	2276026	1999-09-07
DESIGN ONLY (Man and Palm Tree)	US	FHR (ML) Hotel Holdings LLC	2277933	1999-09-14
BIG ISLAND BOUNTY	US	FHR (ML) Hotel Holdings LLC	2277932	1999-09-14
DESIGN ONLY (Swirl and flower)	US	FHR (ML) Hotel Holdings LLC	2272144	1999-08-24
DESIGN ONLY (Fish and Sun)	US	FHR (ML) Hotel Holdings LLC	2272143	1999-08-24
THE ORCHID AT MAUNA LANI	US	FHR (ML) Hotel Holdings LLC	2458945	2001-06-12
THE PANIOLLO LOUNGE	US	FHR (ML) Hotel Holdings LLC	2270703	1999-08-17

FAIRMONT HERITAGE PLACE Class 36	Puerto Rico	Fairmont Hotels & Resorts (U.S.) Inc.	60115	2003-08-12
FAIRMONT HERITAGE PLACE Class 43	Puerto Rico	Fairmont Hotels & Resorts (U.S.) Inc.	60114	2003-08-12
THE FAIRMONT Class 42	Puerto Rico	Fairmont Hotels & Resorts (U.S.) Inc.	Reg. No. 53869	2001-08-01