

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank		08/31/2006	National Banking Association:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Kerzner International Resorts, Inc.
<b>Street Address:</b>	1415 East Sunrise Blvd.
<b>City:</b>	Fort Lauderdale
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33304
<b>Entity Type:</b>	CORPORATION: FLORIDA

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Registration Number:	1346826	ATLANTIS
Registration Number:	1346827	
Registration Number:	1857994	ATLANTIS
Registration Number:	1905988	SUPER VACATIONS
Registration Number:	2384420	JOURNEY TO ATLANTIS
Registration Number:	2270108	ATLANTIS
Registration Number:	2299150	ATLANTIS
Registration Number:	2386713	JOURNEY TO ATLANTIS
Registration Number:	2810825	ATLANTIS
Registration Number:	2554453	JOURNEY TO ATLANTIS
Registration Number:	2414945	ATLANTIS
Registration Number:	2433619	ONCE UPON OUR TIME
Registration Number:	2515543	ONCE UPON OUR TIME
Registration Number:	2515545	ONCE UPON OUR TIME

OP \$365.00 1346826

CORRESPONDENCE DATA

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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ATTORNEY DOCKET NUMBER:	098825/0002
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	11/09/2006

Total Attachments: 3  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of August 31, 2006, from JPMORGAN CHASE BANK, in its capacity as administrative agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), with a business address at 270 Park Avenue, New York, New York 10017, to Kerzner International Resorts, Inc., a Florida corporation (the "Company").

WITNESSETH:

WHEREAS, pursuant to the Fifth Amended and Restated Credit Agreement among Kerzner International Limited, Kerzner International Bahamas Limited, and Kerzner International North America, Inc. as Borrowers, the Lenders, Deutsche Bank Securities Inc. and Wells Fargo Bank N.A., as Co-Syndication Agents and Bank of America, N.A. and Bear Stearns Corporate Lending Inc., as Co-Documentation Agents, dated as of July 7, 2004, in favor of the Agent (the "Credit Agreement"), a security interest (the "Security Interest") was granted by the Company to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Second Amended and Restated Subsidiary Security Agreement dated as of July 7, 2004, among the Agent and the Company (the "Security Agreement"), the Company, by reference to the Credit Agreement, reaffirmed its grant of a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 9, 2005, at Reel 3191 and Frame 0495; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the [Credit] Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby agrees and acknowledges as follows:

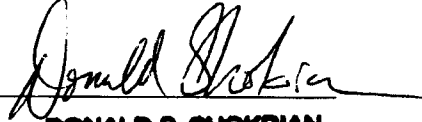
1. Definitions. The term "Trademark Collateral" as used herein, shall mean all of the Company's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Security Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and be void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK

By:   
Name: **DONALD S. SHOKRIAN**  
Title: **Managing Director**

Schedule A

U.S. Trademarks

<b>Trademark</b>	<b>Registration No.</b>	<b>Serial No.</b>
ATLANTIS	1,346,826	73/477,587
DESIGN ONLY	1,346,827	73/477,657
ATLANTIS	1,857,994	74/268,055
SUPER VACATIONS	1,905,988	74/427,850
JOURNEY TO ATLANTIS	2,384,420	75/123,076
ATLANTIS	2,270,108	75/123,076
ATLANTIS	2,299,150	75/177,273
JOURNEY TO ATLANTIS	2,386,713	75/210,974
ATLANTIS	2,810,825	75/242,339
JOURNEY TO ATLANTIS	2,554,453	75/359,010
ATLANTIS	2,414,945	75/439,804
ONCE UPON OUR TIME	2,433,619	76/017,564
ONCE UPON OUR TIME	2,515,543	78/034,388
ONCE UPON OUR TIME	2,515,545	78/034,391