

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce		08/31/2006	Canadian Chartered Bank acting through New York Agent:

**RECEIVING PARTY DATA**

<b>Name:</b>	Kerzner International North America, Inc. (f/k/a Sun International North America, Inc.)
<b>Street Address:</b>	2106 New Road
<b>Internal Address:</b>	Suite C-7
<b>City:</b>	Linwood
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08221
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1731678	PARADISE ISLAND EXPRESS
Serial Number:	75681351	SEA TREATMENT
Registration Number:	2728527	PARADISE ISLAND VACATIONS
Registration Number:	2774367	PARADISE ISLAND VACATIONS
Registration Number:	2944165	DESTINATION ATLANTIS
Registration Number:	3018142	DESTINATION ATLANTIS PARADISE ISLAND
Registration Number:	2531031	PARADISE ISLAND TRAVEL
Registration Number:	2654434	PARADISE
Serial Number:	78031244	PARADISE ISLANDER
Registration Number:	2556129	PARADISE

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

**900062240**

**TRADEMARK  
 REEL: 003425 FRAME: 0195**

**OP \$265.00 1731678**

*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 CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as administrative agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), with a business address at 10880 Wilshire Boulevard, Los Angeles, California 90024, to Kerzner International North America, Inc. (f/k/a Sun International North America, Inc., a Delaware corporation (the "Company")).

WITNESSETH:

WHEREAS, pursuant to the Fourth Amended and Restated Revolving Credit Agreement among the Company, Sun International Hotels Limited and Sun International Bahamas Limited, as the Borrowers, the Lenders, Deutsche Banc Alex.Brown Inc. and Bear Stearns Corporate Lending Inc., as Co-Syndication Agents and Bank of America, N.A. and Wells Fargo Bank, N.A., as Co-Documentation Agents, dated as of November 9, 2001, 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 Amended and Restated Borrower Security Agreement, dated as of November 9, 2001, among the Agent and Sun International North America, Inc. (the "Security Agreement"), Sun International North America, Inc., 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 28, 2001, at Reel 2401 and Frame 0374;

WHEREAS, Sun International North America, Inc. later changed its name to Kerzner International North America, Inc. and such name change was recorded in the Trademark Division of the United States Patent and Trademark Office on September 16, 2002 at Reel 2586 and Frame 0107; 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.

CANADIAN IMPERIAL BANK OF  
COMMERCE

By:   
Name:  
Title: **CHRISTINE AHARONIAN  
AUTHORIZED SIGNATORY**

By:   
Name:  
Title: **George Knight  
Canadian Imperial Bank of Commerce  
Authorized Signatory**

Schedule A

U.S. Trademarks

<b>Trademark</b>	<b>Registration No.</b>	<b>Serial No.</b>
PARADISE ISLAND EXPRESS	1,731,678	74/145,182
SEA TREATMENT	N/A	75/681,351
PARADISE ISLAND VACATIONS	2,728,527	76/021,932
PARADISE ISLAND VACATIONS	2,774,367	76/021,980
DESTINATION ATLANTIS	2,944,165	76/034,636
DESTINATION ATLANTIS PARADISE ISLAND	3,018,142	76/035,328
PARADISE ISLAND TRAVEL	2,531,031	78/029,191
PARADISE	2,654,434	78/031,238
PARADISE ISLANDER	N/A	78/031,244
PARADISE	2,556,129	78/042,884