

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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

Name:	Kerzner International Resorts, Inc. (f/k/a Sun International Resorts, Inc.)
Street Address:	1415 East Sunrise Blvd.
City:	Fort Lauderdale
State/Country:	FLORIDA
Postal Code:	33304
Entity Type:	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

OP \$365.00 1346826

Registration Number: 2515545 ONCE UPON OUR TIME

CORRESPONDENCE DATA

Fax Number: (212)455-2502

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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 Resorts, Inc. (f/k/a Sun International Resorts, Inc.), a Florida corporation (the "Company").

WITNESSETH:

WHEREAS, pursuant to the Fourth Amended and Restated Revolving Credit Agreement among Sun International Hotels Limited, Sun International North America, Inc. and Sun International Bahamas Limited as Borrowers, the Lenders, Deutsche Bank 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 Subsidiary Security Agreement dated as of November 9, 2001, among the Agent and Sun International Resorts, Inc. (the "Security Agreement"), Sun International Resorts, 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 0345;

WHEREAS, Sun International Resorts, Inc. later changed its name to Kerzner International Resorts, Inc. and such name change was recorded in the Trademark Division of the United States Patent and Trademark Office on September 24, 2002 at Reel 2598 and Frame 0596; 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: **CHRISTINE AHARONIAN**
Title: **AUTHORIZED SIGNATORY**

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

Schedule A

U.S. Trademarks

Trademark	Registration No.	Serial No.
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