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
3700 Associates, LLC		09/05/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Nevada Property 1 LLC
Street Address:	4285 Polaris Avenue
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89103
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	3337476	THE COSMOPOLITAN RESORT CASINO
Registration Number:	3337479	THE COSMOPOLITAN RESORT & CASINO
Serial Number:	77494599	THE SHOPS AT THE COSMOPOLITAN RESIDENCES
Serial Number:	77494591	THE SHOPS AT THE COSMOPOLITAN CASINO
Serial Number:	77494608	THE COSMOPOLITAN CASINO SHOPS
Serial Number:	77494587	THE SHOPS AT THE COSMOPOLITAN RESORT
Serial Number:	77494604	THE COSMOPOLITAN BEACH CLUB SHOPS
Serial Number:	77494600	THE COSMOPOLITAN RESORT SHOPS
Serial Number:	77494589	THE SHOPS AT THE COSMOPOLITAN BEACH CLUB
Serial Number:	77494610	THE COSMOPOLITAN RESIDENCES SHOPS
Serial Number:	78946740	THE COSMOPOLITAN BEACH CLUB
Serial Number:	78946726	THE COSMOPOLITAN BEACH CLUB
Serial Number:	78946799	THE COSMOPOLITAN RESORT & CASINO
Serial Number:	78946763	THE COSMOPOLITAN RESORT & CASINO

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Serial Number:	78946721	THE COSMOPOLITAN BEACH CLUB
Serial Number:	78946737	THE COSMOPOLITAN BEACH CLUB
Serial Number:	78946744	THE COSMOPOLITAN BEACH CLUB
Serial Number:	78612270	THE SHOPS AT THE COSMOPOLITAN
Serial Number:	78522288	THE COSMOPOLITAN RESORT CASINO
Serial Number:	78522287	THE COSMOPOLITAN RESORT & CASINO
Serial Number:	76615380	THE COSMOPOLITAN CLUB AND CASINO
Serial Number:	76615479	THE RESIDENCES AT THE COSMOPOLITAN CLUB
Serial Number:	76615662	THE COSMOPOLITAN CASINO
Serial Number:	76615476	THE RESIDENCES AT THE COSMOPOLITAN CLUB AND CASINO
Serial Number:	76615477	THE COSMOPOLITAN SHOPS
Serial Number:	78487340	THE COSMOPOLITAN
Serial Number:	78484448	THE COSMOPOLITAN CLUB
Serial Number:	78484450	COSMOPOLITAN CLUB
Serial Number:	78946698	COSMO BEACH CLUB
Serial Number:	78946711	COSMO BEACH CLUB
Serial Number:	78946717	COSMO BEACH CLUB
Serial Number:	78612264	COSMO BEACH CLUB

CORRESPONDENCE DATA

Fax Number: (212)735-2000

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 735-2656

Email: eziff@skadden.com, smarquez@skadden.com

Correspondent Name: Elaine D. Ziff

Address Line 1: Four Times Square

Address Line 2: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 4: New York, NEW YORK 10036-6522

ATTORNEY DOCKET NUMBER:	031330/922
NAME OF SUBMITTER:	Elaine Ziff
Signature:	/eziff/
Date:	10/02/2008

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into this 5th day of September, 2008 by and among COSMO SENIOR BORROWER LLC, a Delaware limited liability company ("Borrower"), 3700 ASSOCIATES, LLC, a Delaware limited liability company, under its own name as under its d/b/a COSMOPOLITAN RESORT & CASINO ("3700", and, together with Borrower, collectively and jointly and severally, the "Assignor"), and NEVADA PROPERTY 1 LLC, a Delaware limited liability company (the "Assignee") (each a "Party" and collectively, the "Parties").

WHEREAS, 3700 has agreed to assign to Assignee all 3700's right, title and interest, in certain trademarks, service marks, trademark and service mark applications and registrations, tradenames, domain names and other intellectual property associated with or used in connection the Project (as defined in that certain Construction Loan Agreement dated as of December 30, 2005 among Borrower, Assignee, as agent ("Agent"), as successor to Deutsche Bank Trust Company Americas, a New York banking corporation ("DBTCA") by assignment and the other parties identified therein (as amended, extended or otherwise modified from time to time, the "Construction Loan Agreement")), namely, the trademarks, service marks and domain names set forth on Exhibit A hereto, and any other names, tradenames, trademarks, and domain names used in connection with the Project (collectively, the "Intellectual Property");

WHEREAS, Borrower, Agent, as successor to DBTCA by assignment, and Guarantor are parties to that certain Agreement dated as of May 13, 2008 (the "Loan Settlement Agreement"; capitalized terms used herein without definition shall have the respective meanings assigned thereto therein);

WHEREAS, the execution and delivery of this Assignment is a condition to the occurrence of the First Payment Date under the Loan Settlement Agreement;

Redacted

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1. Assignment of Intellectual Property. 3700 hereby assigns, transfers, and conveys to Assignee, its successors and its assigns, Assignor's entire right, title and interest in and to the Intellectual Property throughout the world and any and all goodwill of the business connected with the use of and symbolized by trademarks and service marks included in the Intellectual Property, together with all applications, registrations and recordings thereof, rights therein provided by applicable law of any jurisdiction worldwide, international conventions and treaties, including, without limitation, all rights of priority, revival, extension, and renewal therein, all rights of enforcement, defense and protection of interests therein, the right to sue and collect damages for past, present and future infringement thereof in the sole name of Assignee, its successors or assigns, the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by the respective Assignor had this assignment not been made.

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3. Representations and Warranties. Assignor hereby represents and warrants to the Assignee that it is duly authorized and has legal capacity to execute and deliver this Assignment, and that the execution and delivery of the Assignment and the performance of Assignor's obligations hereunder have been duly authorized and that the Assignment is a valid and legal agreement binding on each Assignor and enforceable in accordance with its terms. Except as set forth above and as expressly provided in the Loan Settlement Agreement, Assignor makes no warranties, expressly or implied, with respect to the Intellectual Property.

4. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute and deliver any all documents (or cause its counsel to execute and deliver any such documents) requested by Assignee or desirable to record and perfect the interest of Assignee in and to the Intellectual Property.

5. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and any other official or agency throughout the world whose duty it is to register and record ownership of intellectual property, to record the Assignee as the assignee and owner of the Intellectual Property.

6. Counterparts. This Assignment may be executed in one or more counterparts, and by the respective parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Assignment.

7. Joinder. Ian Bruce Eichner, a natural person, and Guarantor under the Construction Loan Agreement has executed this Assignment below for the following limited purposes: (a) to effectuate the assignment to Assignee of any and all Intellectual Property he may have an interest in as an individual, (b) to agree, to the extent he has such an interest or interests, to be bound by the terms of this Assignment, (c) to agree to the terms and provisions of Sections 2(b) and 2(c) above, and (d) to acknowledge his consent to the execution and delivery of this Assignment by the Assignor.

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TRADEMARK
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IN WITNESS WHEREOF, each Party (and Ian Bruce Eichner) has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

COSMO SENIOR BORROWER LLC

By: _____
Name: Nathan Hong
Title: Chief Development Officer

3700 ASSOCIATES, LLC

By: _____
Name: Nathan Hong
Title: Chief Development Officer

_____
IAN BRUCE EICHNER

ASSIGNEE:

NEVADA PROPERTY 1 LLC, a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

TRADEMARK
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IN WITNESS WHEREOF, each Party (and Ian Bruce Eichner) has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

COSMO SENIOR BORROWER LLC

By: _____
Name: Nathan Hong
Title: Chief Development Officer

3700 ASSOCIATES, LLC

By: _____
Name: Nathan Hong
Title: Chief Development Officer

_____
IAN BRUCE EICHNER

ASSIGNEE:

NEVADA PROPERTY 1 LLC, a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

TRADEMARK
REEL: 003864 FRAME: 0117

IN WITNESS WHEREOF, each Party (and Ian Bruce Eichner) has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

COSMO SENIOR BORROWER LLC

By: _____
Name: Nathan Hong
Title: Chief Development Officer

3700 ASSOCIATES, LLC

By: _____
Name: Nathan Hong
Title: Chief Development Officer

_____
IAN BRUCE EICHNER

ASSIGNEE:

NEVADA PROPERTY 1 LLC, a Delaware limited liability company

By: _____
Name: JOHN GRIFFIN
Title: VICE PRESIDENT

By: _____
Name: JT COE
Title: SECRETARY

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EXHIBIT A TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

A. U.S. Federal Trademarks

Trademark	Goods and Services	Reg. No. (App. No.)	Reg. No. (App. Date)	Owner	Status
THE COSMOPOLITAN RESORT CASINO(Stylized Letters)	(Int. Cl. 36) real estate services featuring condominiums	3337476	10/13/2007	3700 Associates, LLC (Nevada LLC)	Registered
THE COSMOPOLITAN RESORT & CASINO	(Int. Cl. 36) real estate services featuring ...	3337479	10/13/2007	3700 Associates, LLC (Nevada LLC)	Registered
THE SHOPS AT THE COSMOPOLITAN RESIDENCES	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(77494599)	(09-JUN-2008)	3700 Associates, LLC (Delaware LLC)	Pending Intent To Use
THE SHOPS AT THE COSMOPOLITAN CASINO	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(77494591)	(09-JUN-2008)	3700 Associates, LLC (Delaware LLC)	Pending Intent To Use
THE COSMOPOLITAN CASINO SHOPS	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(77494608)	(09-JUN-2008)	3700 Associates, LLC (Delaware LLC)	Pending Intent To Use
THE SHOPS AT THE COSMOPOLITAN RESORT	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(77494587)	(09-JUN-2008)	3700 Associates, LLC (Delaware LLC)	Pending Intent To Use
THE COSMOPOLITAN BEACH CLUB SHOPS	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(77494604)	(09-JUN-2008)	3700 Associates, LLC (Delaware LLC)	Pending Intent To Use
THE COSMOPOLITAN RESORT SHOPS	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(77494600)	(09-JUN-2008)	3700 Associates, LLC (Delaware LLC)	Pending Intent To Use
THE SHOPS AT THE COSMOPOLITAN BEACH CLUB	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(77494589)	(09-JUN-2008)	3700 Associates, LLC (Delaware LLC)	Pending Intent To Use
THE COSMOPOLITAN RESIDENCES SHOPS	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(77494610)	(09-JUN-2008)	3700 Associates, LLC (Delaware LLC)	Pending Intent To Use
THE COSMOPOLITAN BEACH CLUB	(Int. Cl. 41) casinos; recreational services in the nature of swimming pool services	(78946740)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
THE COSMOPOLITAN BEACH CLUB	(Int. Cl. 36) vacation real estate time sharing; rental and sale of condominium dwellings	(78946726)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
THE COSMOPOLITAN RESORT & CASINO	(Int. Cl. 43) restaurant and bar services	(78946799)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.

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THE COSMOPOLITAN RESORT & CASINO	(Int. Cl. 25) clothing, namely, shirts, pants, socks, dresses and sweatshirts; headgear, namely, hats and caps; shoes	(78946753)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
THE COSMOPOLITAN BEACH CLUB	(Int. Cl. 25) clothing, namely, shirts, pants, socks, dresses and sweatshirts; headgear, namely, hats and caps; shoes	(78946721)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
THE COSMOPOLITAN BEACH CLUB	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(78946737)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
THE COSMOPOLITAN BEACH CLUB	(Int. Cl. 43) resort hotels; providing temporary housing accommodations in condominiums; restaurant and bar services	(78946744)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
THE SHOPS AT THE COSMOPOLITAN	(Int. Cl. 35) retail drug store services; retail store services featuring a wide variety of consumer goods of others	(78612270)	(19-APR-2005)	3700 Associates, LLC (Nevada LLC)	Abandoned 6/18/2008 for failure to respond; Intent To Use
THE COSMOPOLITAN RESORT CASINO	(Int. Cl. 36) vacation real estate time-share services; rental of condominiums (Int. Cl. 41) casino services (Int. Cl. 43) Resort hotels; providing temporary housing accommodations in condominiums	(78522288)	(23-NOV-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use
THE COSMOPOLITAN RESORT & CASINO	(Int. Cl. 36) vacation real estate time-share services; rental of condominiums (Int. Cl. 41) casino services (Int. Cl. 43) Resort hotels; providing temporary housing accommodations in condominiums	(78522287)	(23-NOV-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use
THE COSMOPOLITAN CLUB AND CASINO	(Int. Cl. 36) vacation real estate time-share services; rental of condominiums (Int. Cl. 41) casino services (Int. Cl. 43) Resort hotels; providing temporary housing accommodations in condominiums	(76615380)	(06-OCT-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use
THE RESIDENCES AT THE COSMOPOLITAN CLUB	(Int. Cl. 36) vacation real estate time-share services; rental of condominiums (Int. Cl. 41) casino services (Int. Cl. 43) Resort hotels; providing temporary housing accommodations in condominiums	(76615479)	(06-OCT-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use
THE COSMOPOLITAN CASINO	(Int. Cl. 41) casino services	(76615662)	(06-OCT-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use
THE RESIDENCES AT THE COSMOPOLITAN CLUB AND CASINO	(Int. Cl. 36) vacation real estate time-share services; rental of condominiums (Int. Cl. 41) casino services (Int. Cl. 43) Resort hotels; providing temporary housing accommodations in condominiums	(76615476)	(06-OCT-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use

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THE COSMOPOLITAN SHOPS	(Int. Cl. 35) retail store services featuring clothing. . . [etc.]	(76615477)	(06-OCT-2004)	3700 Associates, LLC (Nevada LLC)	Abandoned 7/3/2008 -- failure to respond Intent To Use
THE COSMOPOLITAN	(Int. Cl. 36) vacation real estate time-share services; rental of condominiums (Int. Cl. 41) casino services (Int. Cl. 43) Resort hotels; providing temporary housing accommodations in condominiums	(78487340)	(21-SEP-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use
THE COSMOPOLITAN CLUB	(Int. Cl. 36) vacation real estate time-share services; rental of condominiums (Int. Cl. 41) casino services (Int. Cl. 43) Resort hotels; providing temporary housing accommodations in condominiums	(78484448)	(15-SEP-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use
COSMOPOLITAN CLUB	(Int. Cl. 36) vacation real estate time-share services; rental of condominiums (Int. Cl. 41) casino services (Int. Cl. 43) Resort hotels; providing temporary housing accommodations in condominiums	(78484450)	(15-SEP-2004)	3700 Associates, LLC (Nevada LLC)	Pending (published and allowed); Intent To Use
COSMO BEACH CLUB	(Int. Cl. 25) clothing, namely, shirts, pants, socks, dresses and sweatshirts; headgear, namely, hats and caps; shoes	(78946698)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
COSMO BEACH CLUB	(Int. Cl. 36) vacation real estate time sharing; rental and sale of condominium dwellings	(78946711)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
COSMO BEACH CLUB	(Int. Cl. 35) retail store services featuring a wide variety of consumer goods of others	(78946717)	(07-AUG-2006)	3700 Associates, LLC (Nevada LLC)	Published; Intent To Use; 5/21/2007 Opposition by Hearst Communications, Inc.
COSMO BEACH CLUB	(Int. Cl. 41)Recreational services in the nature of swimming pool services (Int. Cl. 43) Restaurant and bar services	(78612264)	(19-APR-2005)		Published; Intent To Use; 2/21/2006 Opposition by Hearst Communications, Inc.

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