

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fontainebleau Florida Hotel Properties, LLC		09/27/2010	LIMITED LIABILITY COMPANY: UNITED STATES
Fontainebleau Florida Hotel, LLC		09/27/2010	LIMITED LIABILITY COMPANY: UNITED STATES
Fontainebleau Florida Tower 2, LLC		09/27/2010	LIMITED LIABILITY COMPANY: UNITED STATES
Fontainebleau Florida Tower 3, LLC		09/27/2010	LIMITED LIABILITY COMPANY: UNITED STATES
Fontainebleau Tower 3 Garage Restaurant, LLC		09/27/2010	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street
Internal Address:	TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202-3714
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 70

Property Type	Number	Word Mark
Registration Number:	3164415	FONTAINEBLEAU
Registration Number:	3164414	FONTAINEBLEAU III
Registration Number:	3061814	FONTAINEBLEAU
Registration Number:	3801194	FONTAINEBLEAU
Serial Number:	78736020	FONTAINEBLEAU
Registration Number:	3801195	FONTAINEBLEAU
Serial Number:	78736032	FONTAINEBLEAU

OP \$1765.00 3164415

Serial Number:	78736042	FONTAINEBLEAU
Serial Number:	78736034	FONTAINEBLEAU
Serial Number:	78736039	FONTAINEBLEAU
Registration Number:	3308980	FONTAINEBLEAU
Registration Number:	3236165	FONTAINEBLEAU RESORTS
Registration Number:	3633197	FONTAINEBLEAU
Serial Number:	78736059	FONTAINEBLEAU
Serial Number:	78736008	FONTAINEBLEAU
Registration Number:	1136482	FONTAINEBLEAU
Registration Number:	0995958	HOTEL FONTAINEBLEAU
Serial Number:	77126765	A NEW SHADE OF BLEAU
Registration Number:	3716019	AQUAMARINE
Serial Number:	85083473	ARKADIA
Registration Number:	3644716	BLADE
Registration Number:	3607424	BLEAU BAR
Serial Number:	77406529	FB
Serial Number:	77406578	FB
Serial Number:	77406596	FB
Serial Number:	77406607	FB
Serial Number:	77406620	FB
Serial Number:	77406645	FB
Registration Number:	3719295	FB
Serial Number:	77406677	FB
Serial Number:	77406686	FB
Registration Number:	3677324	FB
Registration Number:	3719296	FB
Serial Number:	77406707	FB
Serial Number:	85077054	FB KIDS
Serial Number:	85075771	FB KIDS ADVENTURES
Serial Number:	85075769	FB KIDS ADVENTURES
Serial Number:	85075766	FB KIDS ADVENTURES
Serial Number:	85075669	FB KIDS ADVENTURES
Serial Number:	85076170	FB KIDS ADVENTURES
Serial Number:	85076077	FB KIDS ADVENTURES
Serial Number:	85075796	FB KIDS ADVENTURES

Serial Number:	85075772	FB KIDS ADVENTURES
Serial Number:	85078225	FB PETS
Serial Number:	85076818	FB PETS
Serial Number:	85076328	FB PETS
Serial Number:	85075748	FB PETS
Serial Number:	85075671	FB PETS
Serial Number:	85006398	FONTAINEBLEAU
Serial Number:	85006406	FONTAINEBLEAU
Serial Number:	85006415	FONTAINEBLEAU
Serial Number:	85006419	FONTAINEBLEAU
Serial Number:	85006424	FONTAINEBLEAU
Serial Number:	85006429	FONTAINEBLEAU
Serial Number:	77384416	IDA AND HARRY
Serial Number:	77509139	IFB
Serial Number:	77509174	IFB
Registration Number:	3690322	IFB
Serial Number:	77509195	IFB
Serial Number:	77342389	LAPIS
Serial Number:	77342466	LAPIS
Serial Number:	77342550	LAPIS
Serial Number:	85094942	LAPIS
Registration Number:	3599606	LAPIS
Serial Number:	77481059	LIV
Serial Number:	77481062	LIV
Registration Number:	3702402	MORRIS & CO.
Serial Number:	77489978	OBSERVATION HAS BECOME PARTICIPATION
Serial Number:	85054799	SOMETHING BLEAU
Registration Number:	3709639	THE STAGE IS YOURS. LIVE YOUR PART.

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-370-4761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F129441

NAME OF SUBMITTER: Rick Harrison

Signature: /Rick Harrison/

Date: 10/05/2010

Total Attachments: 17

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Additional Conveying Parties

1. Fontainebleau Florida Hotel, LLC
2. Fontainebleau Florida Tower 2, LLC
3. Fontainebleau Florida Tower 3, LLC
4. Fontainebleau Florida Tower 3 Garage Restaurant, LLC

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 27, 2010 (as amended, supplemented or otherwise modified from time to time, the “**Intellectual Property Security Agreement**”), is made by Fontainebleau Florida Hotel Properties, LLC, a Florida limited liability company (“**Florida Properties**”), Fontainebleau Florida Hotel, LLC, a Delaware limited liability company (“**Florida Hotel**”), Fontainebleau Florida Tower 2, LLC, a Delaware limited liability company (“**Tower 2**”), Fontainebleau Florida Tower 3, LLC, a Florida limited liability company (“**Tower 3**”), Fontainebleau Tower 3 Garage Restaurant, LLC, a Florida limited liability company (“**Tower 3 Garage**,” and together with Florida Properties, Florida Hotel, Tower 2 and Tower 3, individually and collectively, “**Grantor**”), in favor of Bank of America, N.A., as administrative agent (in such capacity, the “**Administrative Agent**”) for the Secured Party (as defined in the Security Agreement referred to below).

WHEREAS, Florida Hotel and Tower 2 (collectively, the “**Borrowers**”) and certain of their affiliates, have entered into a Fourth Amended and Restated Credit Agreement, dated as of September 27, 2010 (as amended, supplemented, replaced or otherwise modified from time to time, the “**Credit Agreement**”), with the banks and other financial institutions from time to time party thereto (the “**Lenders**”), and Bank of America, N.A., as administrative agent.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrowers under the Credit Agreement that the Grantor shall have executed and delivered the Amended and Restated Security Agreement dated as of September 27, 2010 executed by the Borrowers, Tower 3, Tower 3 Garage and Florida Properties in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the “**Security Agreement**”). Capitalized terms used and not defined herein have the meanings given such terms in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor, to the Administrative Agent for the benefit of the Secured Party, and have agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

Section 1. *Grant of Security.* Grantor hereby grants to the Administrative Agent for the benefit of the Secured Party a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “**Intellectual Property Collateral**”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Secured Obligations:

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and all

other source or business identifiers, and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (ii) the goodwill of the business symbolized thereby or associated with each of them, (iii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1 hereto, (iv) all renewals of any of the foregoing, (v) all claims for, and rights of Grantor to sue for, past, present or future infringements of any of the foregoing and (vi) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof (collectively, the “**Trademarks**”); provided that no security interest is granted hereunder in any United States “intent to use” Trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such “intent to use” Trademark application under any applicable law (it being understood that, upon submission and acceptance by the United States Patent and Trademark Office if an amendment to allege use or a statement of use pursuant to 15 U.S.C. Section 1051(c) or 15 U.S.C. Section 1051(d), respectively, (or any successor provisions) such interest shall be deemed granted hereunder);

(b) (i) all letters patent and design letters patent of the United States or any other country and all applications for letters patent or design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1 hereto, (ii) all reissues, divisions, continuations, continuations in part, revisions and extensions of any of the foregoing, (iii) all claims for, and rights of Grantor to sue for, past, present or future infringements of any of the foregoing and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof (collectively, the “**Patents**”);

(c) (i) all copyrights under the laws of the United States or any other country (whether or not the underlying works of authorship have been published), all registrations and recordings thereof, all copyrightable works of authorship (whether or not published), and all applications for copyrights under the laws of the United States or any other country, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1 hereto, (ii) all renewals of any of the foregoing, (iii) all claims for, and rights of Grantor to sue for, past, present or future infringements of any of the foregoing, and (iv) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past, present or future infringements thereof (“**Copyrights**”);

(d) (i) the Intellectual Property License Agreement, (ii) any other Patent License, Trademark License or Copyright License pursuant to which Grantor receives an exclusive license from any other Person to use (x) any Patent pending or issued by the United States Patent and Trademark Office, (y) any Trademark pending or registered with the United States Patent and Trademark Office to the extent such application or registration is in respect of goods and/or

services covered by such Trademark License (other than any exclusive Trademark License that grants any Grantor rights in any Trademarks (other than any FONTAINEBLEAU-related or FB-related Trademarks) that are not material and ancillary to such Grantor's business, including, without limitation, with respect to spa services, restaurant services, bar and nightclub services, recreation services, wedding services, retail and shopping services and similar services), or (z) any Copyright whether registered or unregistered with the United States Copyright Office, in the case of (x), (y) and (z) subject to any confidentiality restrictions in such Patent License, Trademark License or Copyright License, including, without limitation, any of the foregoing identified in Schedule 1, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of, revenues from, and accounts and general intangibles arising out of, the foregoing.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Intellectual Property Collateral.

Section 2. *Attorney-in-Fact.* The Grantor irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in the Administrative Agent's name, from time to time, in the Administrative Agent's discretion, to take with respect to the Intellectual Property Collateral any and all appropriate action which the Grantor might take with respect to the Intellectual Property Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Intellectual Property Security Agreement and to accomplish the purposes hereof.

Section 3. *Recordation.* Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

Section 4. *Execution in Counterparts.* This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. *Governing Law.* This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to the conflict of law rules thereof, other than Section 5-1401 of the New York General Obligations Law.

Section 6. *Conflict Provision.* This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

[Signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

**FONTAINEBLEAU FLORIDA HOTEL
PROPERTIES, LLC,**
a Florida limited liability company

By: Fontainebleau Florida Holdings, LLC,
its Managing Member

By: Fontainebleau Nakheel Miami JV, LLC,
its Managing Member



By: _____
Name: Emanuel Pearlman
Title: Authorized Person

FONTAINEBLEAU FLORIDA HOTEL, LLC,
a Delaware limited liability company

By: Fontainebleau Florida Hotel Properties, LLC,
Managing Member of each of the foregoing

By: Fontainebleau Florida Holdings, LLC,
its Managing Member

By: Fontainebleau Nakheel Miami JV, LLC,
its Managing Member



By: _____

Name: Emanuel Pearlman
Title: Authorized Person

**FONTAINEBLEAU FLORIDA TOWER 2,
LLC, a Delaware limited liability company**

By: Fontainebleau Florida Hotel Properties, LLC,
Managing Member of each of the foregoing

By: Fontainebleau Florida Holdings, LLC,
its Managing Member

By: Fontainebleau Nakheel Miami JV, LLC,
its Managing Member



By: _____

Name: Emanuel Pearlman

Title: Authorized Person

TRADEMARK

REEL: 004290 FRAME: 0211

**FONTAINEBLEAU FLORIDA TOWER 3,
LLC,**

a Florida limited liability company

By: Fontainebleau Florida Holdings, LLC,
its Managing Member

By: Fontainebleau Nakheel Miami JV, LLC,
its Managing Member



By: _____

Name: Emanuel Pearlman

Title: Authorized Person

TRADEMARK

REEL: 004290 FRAME: 0212

**FONTAINEBLEAU TOWER 3 GARAGE
RESTAURANT, LLC,**

a Florida limited liability company

By: Fontainebleau Florida Holdings, LLC,
its Managing Member

By: Fontainebleau Nakheel Miami JV, LLC,
its Managing Member



By: _____

Name: Emanuel Pearlman

Title: Authorized Person

TRADEMARK

REEL: 004290 FRAME: 0213

**SCHEDULE 1
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Management Agreement by and among Fontainebleau Florida Hotel, LLC, Scarpetta, Inc. and Scott Conant, dated September 5, 2007, as amended July 17, 2008, and as assigned to Scott Conant Management, LLC by Scarpetta, Inc. as of July 17, 2008.

Licensed Trademarks Subject to U.S. Registration or Application
SCARPETTA, U.S. reg. no. 3628710

License Agreement dated as of June 6, 2007 but effective as of May 11, 2005, as amended as of August 19, 2010, among Fontainebleau Resort Properties II, LLC, Fontainebleau Florida Hotel Properties, LLC, Fontainebleau Florida Tower 2, LLC, Fontainebleau Florida Tower 3, LLC, Fontainebleau Tower 3 Garage Restaurant, LLC and Fontainebleau Florida Hotel, LLC.

Licensed Trademarks Subject to U.S. Registration or Application

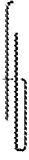


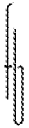
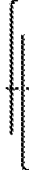
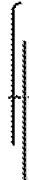
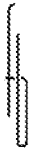
Pursuant to the License Agreement entered into as of June 6, 2007 and effective as of May 11, 2005:


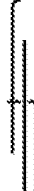

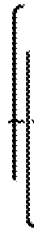

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
U.S.	FONTAINEBLEAU	3,164,415 Oct. 31, 2006	Registered
U.S.	FONTAINEBLEAU III	3,164,414 Oct. 31, 2006	Registered
U.S.	FONTAINEBLEAU	3,061,814 Feb. 28, 2006	Registered
U.S.	FONTAINEBLEAU	3,801,194 June 8, 2010	Registered
U.S.	FONTAINEBLEAU	78-736020 Oct. 19, 2005	Abandoned May 3, 2010
U.S.	FONTAINEBLEAU	3,801,195 June 8, 2010	Registered
U.S.	FONTAINEBLEAU	78-736032 Oct. 19, 2005	Abandoned May 3, 2010
U.S.	FONTAINEBLEAU	78-736042 Oct. 19, 2005	Abandoned May 3, 2010
U.S.	FONTAINEBLEAU	78-736034 Oct. 19, 2005	Abandoned May 3, 2010

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
U.S.	FONTAINEBLEAU	78-736039 Oct. 19, 2005	Abandoned May 3, 2010
U.S.	FONTAINEBLEAU	3,308,980 Oct. 9, 2007	Registered
U.S.	FONTAINEBLEAU RESORTS	3,236,165 May 1, 2007	Registered
U.S.	FONTAINEBLEAU	3,633,197 June 2, 2009	Registered
U.S.	FONTAINEBLEAU	78-736059 Oct. 19, 2005	Abandoned May 10, 2010
U.S.	FONTAINEBLEAU	78-736008 Oct. 19, 2005	Abandoned May 3, 2010
U.S.	FONTAINEBLEAU	1,136,482 May 27, 1980	Registered
U.S.	HOTEL FONTAINEBLEAU	995,958 Oct. 15, 1974	Registered
U.S.	A NEW SHADE OF BLEAU	77-126765	Abandoned Feb. 16, 2009

Pursuant to Amendment No. 1 to the License Agreement, entered into as of August 19, 2010:

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
U.S.	AQUAMARINE	3,716,019 Nov. 24, 2009	Registered
U.S.	ARKADIA	85-083,473 July 13, 2010	Pending
U.S.	BLADE	3,644,716 June 23, 2009	Registered
U.S.	BLEAU BAR	3,607,424 Apr. 14, 2009	Registered

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
U.S.	FB (Stylized) 	77-406529 Feb. 26, 2008	Pending
U.S.	FB (Stylized) 	77-406578 Feb. 26, 2008	Pending
U.S.	FB (Stylized) 	77-406596 Feb. 26, 2008	Pending
U.S.	FB (Stylized) 	77-406607 Feb. 26, 2008	Pending
U.S.	FB (Stylized) 	77-406620 Feb. 26, 2008	Pending
U.S.	FB (Stylized) 	77-406645 Feb. 26, 2008	Pending
U.S.	FB (Stylized) 	3,719,295 Dec. 1, 2009	Registered

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
U.S.	FB (Stylized) 	77-406677 Feb. 26, 2008	Pending
U.S.	FB (Stylized) 	77-406686 Feb. 26, 2008	Pending
U.S.	FB (Stylized) 	3,677,324 Sep. 1, 2009	Registered
U.S.	FB (Stylized) 	3,719,296 Dec. 1, 2009	Registered
U.S.	FB (Stylized) 	77-406707 Feb. 26, 2008	Pending
U.S.	FB KIDS (Stylized)	85-077054 July 2, 2010	Pending
U.S.	FB KIDS ADVENTURES (Stylized)	85-075771 July 1, 2010	Pending
U.S.	FB KIDS ADVENTURES (Stylized)	85-075769 July 1, 2010	Pending

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
U.S.	FB KIDS ADVENTURES (Stylized)	85-075766 July 1, 2010	Pending
U.S.	FB KIDS ADVENTURES (Stylized)	85-075669 July 1, 2010	Pending
U.S.	FB KIDS ADVENTURES (Stylized)	85-076170 July 1, 2010	Pending
U.S.	FB KIDS ADVENTURES (Stylized)	85-076077 July 1, 2010	Pending
U.S.	FB KIDS ADVENTURES (Stylized)	85-075796 July 1, 2010	Pending
U.S.	FB KIDS ADVENTURES (Stylized)	85-075772 July 1, 2010	Pending
U.S.	FB PETS & Design	85-078225 July 6, 2010	Pending
U.S.	FB PETS & Design	85-076818 July 2, 2010	Pending
U.S.	FB PETS & Design	85-076328 July 1, 2010	Pending
U.S.	FB PETS & Design	85-075748 July 1, 2010	Pending
U.S.	FB PETS & Design	85-075671 July 1, 2010	Pending
U.S.	FONTAINEBLEAU	85-006398 Apr. 5, 2010	Pending
U.S.	FONTAINEBLEAU	85-006406 Apr. 5, 2010	Pending
U.S.	FONTAINEBLEAU	85-006415 Apr. 5, 2010	Pending
U.S.	FONTAINEBLEAU	85-006419 Apr. 5, 2010	Pending
U.S.	FONTAINEBLEAU	85-006424 Apr. 5, 2010	Pending
U.S.	FONTAINEBLEAU	85-006429 Apr. 5, 2010	Pending

Country	Trademark	Serial/Reg. No. Filing/Reg. Date	Status
U.S.	IDA AND HARRY	77-384416 Jan. 30, 2008	Pending
U.S.	IFB	77-509139 June 26, 2008	Pending
U.S.	IFB	77-509174 June 26, 2008	Pending
U.S.	IFB	3,690,322 Sep. 29, 2009	Pending
U.S.	IFB	77-509195 June 26, 2008	Pending
U.S.	LAPIS	77-342389 Dec. 3, 2007	Pending
U.S.	LAPIS	77-342466 Dec. 3, 2007	Pending
U.S.	LAPIS	77-342550 Dec. 3, 2007	Pending
U.S.	LAPIS	85-094942 July 28, 2010	Pending
U.S.	LAPIS	3,599,606 Mar. 31, 2009	Registered
U.S.	LIV	77-481059 May 22, 2008	Pending
U.S.	LIV	77-481062 May 22, 2008	Pending
U.S.	MORRIS & CO.	3,702,402 Oct. 27, 2009	Registered
U.S.	OBSERVATION HAS BECOME PARTICIPATION	77-489978 June 3, 2008	Pending
U.S.	SOMETHING BLEAU	85-054799 June 4, 2010	Pending
U.S.	THE STAGE IS YOURS. LIVE YOUR PART.	3,709,639 Nov. 10, 2009	Registered