

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Consent and Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JS IP LLC		09/27/2010	LIMITED LIABILITY COMPANY: UNITED STATES

**RECEIVING PARTY DATA**

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

<b>Name:</b>	Fontainebleau Florida Hotel Properties, LLC
<b>Street Address:</b>	444 Collins Avenue
<b>Internal Address:</b>	c/o Fontainebleau Miami Beach
<b>City:</b>	Miami Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33140-3227
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES

<b>Name:</b>	Fontainebleau Florida Tower 3, LLC
<b>Street Address:</b>	444 Collins Avenue
<b>Internal Address:</b>	c/o Fontainebleau Miami Beach
<b>City:</b>	Miami Beach
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	33140-3227
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES

<b>Name:</b>	Fontainebleau Florida Tower 3 Garage Restaurant, LLC

**OP \$1765.00 3164415**

**900173525**

**TRADEMARK  
 REEL: 004293 FRAME: 0097**

Street Address:	444 Collins Avenue
Internal Address:	c/o Fontainebleau Miami Beach
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33140-3227
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

Name:	Fontainebleau Florida Hotel, LLC
Street Address:	444 Collins Avenue
Internal Address:	c/o Fontainebleau Miami Beach
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33140-3227
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

Name:	Fontainebleau Florida Tower 2, LLC
Street Address:	444 Collins Avenue
Internal Address:	c/o Fontainebleau Miami Beach
City:	Miami Beach
State/Country:	FLORIDA
Postal Code:	33140-3227
Entity Type:	LIMITED LIABILITY COMPANY: 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
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

**TRADEMARK**

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:	F 129543
NAME OF SUBMITTER:	Rick Harrison
Signature:	/Rick Harrison/

Date:

10/08/2010

**Total Attachments: 17**

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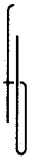


Additional Receiving Parties

1. Fontainebleau Florida Hotel Properties, LLC  
c/o Fontainebleau Miami Beach  
444 Collins Avenue  
Miami Beach, FL 33140-3227  
  
A Limited Liability Company whose citizenship is with the USA
2. Fontainebleau Florida Tower 3, LLC  
c/o Fontainebleau Miami Beach  
444 Collins Avenue  
Miami Beach, FL 33140-3227  
  
A Limited Liability Company whose citizenship is with the USA
3. Fontainebleau Florida Tower 3 Garage Restaurant, LLC  
c/o Fontainebleau Miami Beach  
444 Collins Avenue  
Miami Beach, FL 33140-3227  
  
A Limited Liability Company whose citizenship is with the USA
4. Fontainebleau Florida Hotel, LLC  
c/o Fontainebleau Miami Beach  
444 Collins Avenue  
Miami Beach, FL 33140-3227  
  
A Limited Liability Company whose citizenship is with the USA
5. Fontainebleau Florida Tower 2, LLC  
c/o Fontainebleau Miami Beach  
444 Collins Avenue  
Miami Beach, FL 33140-3227  
  
A Limited Liability Company whose citizenship is with the USA

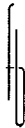
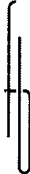
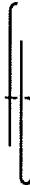
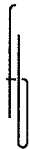
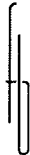

**Schedule A**  
to  
**Sections 4A and 4B on Recordation Form**



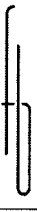
<b>Country</b>	<b>Trademark</b>	<b>Serial/Reg. No. Filing/Reg. Date</b>
U.S.	FONTAINEBLEAU	3,164,415 Oct. 31, 2006
U.S.	FONTAINEBLEAU III	3,164,414 Oct. 31, 2006
U.S.	FONTAINEBLEAU	3,061,814 Feb. 28, 2006
U.S.	FONTAINEBLEAU	3,801,194 June 8, 2010
U.S.	FONTAINEBLEAU	78-736020 Oct. 19, 2005
U.S.	FONTAINEBLEAU	3,801,195 June 8, 2010
U.S.	FONTAINEBLEAU	78-736032 Oct. 19, 2005
U.S.	FONTAINEBLEAU	78-736042 Oct. 19, 2005
U.S.	FONTAINEBLEAU	78-736034 Oct. 19, 2005
U.S.	FONTAINEBLEAU	78-736039 Oct. 19, 2005
U.S.	FONTAINEBLEAU	3,308,980 Oct. 9, 2007
U.S.	FONTAINEBLEAU RESORTS	3,236,165 May 1, 2007
U.S.	FONTAINEBLEAU	3,633,197 June 2, 2009
U.S.	FONTAINEBLEAU	78-736059 Oct. 19, 2005
U.S.	FONTAINEBLEAU	78-736008 Oct. 19, 2005

Country	Trademark	Serial/Reg. No. Filing/Reg. Date
U.S.	FONTAINEBLEAU	1,136,482 May 27, 1980
U.S.	HOTEL FONTAINEBLEAU	995,958 Oct. 15, 1974
U.S.	A NEW SHADE OF BLEAU	77-126765

Country	Trademark	Serial/Reg. No. Filing/Reg. Date
U.S.	AQUAMARINE	3,716,019 Nov. 24, 2009
U.S.	ARKADIA	85-083,473 July 13, 2010
U.S.	BLADE	3,644,716 June 23, 2009
U.S.	BLEAU BAR	3,607,424 Apr. 14, 2009
U.S.	FB (Stylized) 	77-406529 Feb. 26, 2008
U.S.	FB (Stylized) 	77-406578 Feb. 26, 2008
U.S.	FB (Stylized) 	77-406596 Feb. 26, 2008



Country	Trademark	Serial/Reg. No. Filing/Reg. Date
U.S.	FB (Stylized) 	77-406607 Feb. 26, 2008
U.S.	FB (Stylized) 	77-406620 Feb. 26, 2008
U.S.	FB (Stylized) 	77-406645 Feb. 26, 2008
U.S.	FB (Stylized) 	3,719,295 Dec. 1, 2009
U.S.	FB (Stylized) 	77-406677 Feb. 26, 2008
U.S.	FB (Stylized) 	77-406686 Feb. 26, 2008

Country	Trademark	Serial/Reg. No. Filing/Reg. Date
U.S.	FB (Stylized) 	3,677,324 Sep. 1, 2009
U.S.	FB (Stylized) 	3,719,296 Dec. 1, 2009
U.S.	FB (Stylized) 	77-406707 Feb. 26, 2008
U.S.	FB KIDS (Stylized)	85-077054 July 2, 2010
U.S.	FB KIDS ADVENTURES (Stylized)	85-075771 July 1, 2010
U.S.	FB KIDS ADVENTURES (Stylized)	85-075769 July 1, 2010
U.S.	FB KIDS ADVENTURES (Stylized)	85-075766 July 1, 2010
U.S.	FB KIDS ADVENTURES (Stylized)	85-075669 July 1, 2010
U.S.	FB KIDS ADVENTURES (Stylized)	85-076170 July 1, 2010
U.S.	FB KIDS ADVENTURES (Stylized)	85-076077 July 1, 2010
U.S.	FB KIDS ADVENTURES (Stylized)	85-075796 July 1, 2010

Country	Trademark	Serial/Reg. No. Filing/Reg. Date
U.S.	FB KIDS ADVENTURES (Stylized)	85-075772 July 1, 2010
U.S.	FB PETS & Design	85-078225 July 6, 2010
U.S.	FB PETS & Design	85-076818 July 2, 2010
U.S.	FB PETS & Design	85-076328 July 1, 2010
U.S.	FB PETS & Design	85-075748 July 1, 2010
U.S.	FB PETS & Design	85-075671 July 1, 2010
U.S.	FONTAINEBLEAU	85-006398 Apr. 5, 2010
U.S.	FONTAINEBLEAU	85-006406 Apr. 5, 2010
U.S.	FONTAINEBLEAU	85-006415 Apr. 5, 2010
U.S.	FONTAINEBLEAU	85-006419 Apr. 5, 2010
U.S.	FONTAINEBLEAU	85-006424 Apr. 5, 2010
U.S.	FONTAINEBLEAU	85-006429 Apr. 5, 2010
U.S.	IDA AND HARRY	77-384416 Jan. 30, 2008
U.S.	IFB	77-509139 June 26, 2008
U.S.	IFB	77-509174 June 26, 2008
U.S.	IFB	3,690,322 Sep. 29, 2009
U.S.	IFB	77-509195 June 26, 2008

Country	Trademark	Serial/Reg. No. Filing/Reg. Date
U.S.	LAPIS	77-342389 Dec. 3, 2007
U.S.	LAPIS	77-342466 Dec. 3, 2007
U.S.	LAPIS	77-342550 Dec. 3, 2007
U.S.	LAPIS	85-094942 July 28, 2010
U.S.	LAPIS	3,599,606 Mar. 31, 2009
U.S.	LIV	77-481059 May 22, 2008
U.S.	LIV	77-481062 May 22, 2008
U.S.	MORRIS & CO.	3,702,402 Oct. 27, 2009
U.S.	OBSERVATION HAS BECOME PARTICIPATION	77-489978 June 3, 2008
U.S.	SOMETHING BLEAU	85-054799 June 4, 2010
U.S.	THE STAGE IS YOURS. LIVE YOUR PART.	3,709,639 Nov. 10, 2009

## AMENDED & RESTATED CONSENT AND AGREEMENT

This AMENDED & RESTATED CONSENT AND AGREEMENT (the "Consent"), is made and entered into as of September 27, 2010 (but effective as of the "Effective Date" as defined below), is executed by JS IP LLC, a Delaware limited liability company (the "Assignee"), FONTAINEBLEAU FLORIDA HOTEL PROPERTIES, LLC, a Florida limited liability company ("Fontainebleau Florida"), FONTAINEBLEAU FLORIDA TOWER 3, LLC, a Florida limited liability company ("Fontainebleau Florida Tower 3"), FONTAINEBLEAU TOWER 3 GARAGE RESTAURANT, LLC, a Florida limited liability company ("Fontainebleau Florida Tower 3 Garage"), FONTAINEBLEAU FLORIDA HOTEL, LLC, a Delaware limited liability company ("Fontainebleau Florida Hotel"), and FONTAINEBLEAU FLORIDA TOWER 2, LLC, a Delaware limited liability company ("Fontainebleau Florida Tower 2"), and together with Fontainebleau Florida, Fontainebleau Florida Tower 3, Fontainebleau Florida Tower 3 Garage and Fontainebleau Florida Hotel, the "Companies"), and BANK OF AMERICA, N.A., in its capacity as the Administrative Agent (the "Bank Agent") under the Credit Agreement (as defined below) for and on behalf of the Project Secured Parties (as defined below).

### RECITALS

A. The Project. The Companies propose to renovate, develop and operate the Fontainebleau Resort in Miami Beach, Florida (the "Project").

B. Credit Agreement. Fontainebleau Florida Hotel, LLC, Fontainebleau Florida Tower 2, LLC (together with Fontainebleau Florida Hotel, LLC, the "Borrowers"), the lenders party thereto (the "Existing Lenders") and Bank of America, N.A., as Administrative Agent and L/C Issuer, are parties to that certain Third Amended and Restated Credit Agreement, dated as of June 6, 2007 (as amended, supplemented or otherwise modified prior to the Closing Date (as defined in the Fourth ARCA), the "Existing Credit Agreement"); and the Borrowers, each of the Existing Lenders, certain other creditors (together with the Existing Lenders, the "Lenders") and Bank of America, N.A., as Administrative Agent and L/C Issuer have agreed to amend and restate the Existing Credit Agreement by entering into that certain Fourth Amended and Restated Credit Agreement (the "Fourth ARCA").

C. License Agreement. Fontainebleau Resort Properties II, LLC, a Delaware limited liability company ("Resort Properties II") and the Companies have entered into that certain License Agreement dated as of June 6, 2007, to be effective as of May 11, 2005 (as amended, restated, extended, supplemented or otherwise modified from time to time in accordance herewith, the "License Agreement"), pursuant to which Resort Properties II has agreed, subject to the terms and conditions thereof, to grant a license to the Companies to use the "FONTAINEBLEAU Marks" (as defined in the License Agreement).

E. Intellectual Property Assignment Agreement. Resort Properties II and the Assignee have entered into that certain Intellectual Property Assignment and Assumption Agreement dated as of September 27, 2010 (the "Intellectual Property Assignment and Assumption Agreement"), pursuant to which Resort Properties II has assigned to the Assignee all of its right, title and interest in and to any and all "Intellectual Property" (as defined in the Intellectual Property Assignment Agreement) owned by Resort Properties II to the Assignee, subject to the License Agreement and all of its rights and obligations under the License Agreement.

F. Security Agreements. Pursuant to the Security Agreements, the Companies have collaterally assigned their interest under the License Agreement to the Bank Agent for the benefit of the Lenders and other parties described therein.

G. Definitions. Unless otherwise defined, all terms used herein which are defined in the Fourth ARCA, shall have their respective meanings as used in the Fourth ARCA.

## AGREEMENT

NOW THEREFORE, the Assignee hereby agrees as follows:

1. The Assignee consents to the Companies' transfer, assignment and grant of a security interest to the Bank Agent in all of the Companies' right, title and interest in and to the License Agreement and the interests granted therein to the Companies in the FONTAINEBLEAU Marks, and agrees with the Bank Agent for the benefit of the Bank Agent, the Lenders and each of their affiliates (collectively, the "Project Secured Parties") as follows:

(a) The Bank Agent shall be entitled (but not obligated) to cure any defaults of the Companies under the License Agreement. The Assignee agrees to accept any such cure by the Bank Agent.

(b) The Assignee will not, without the prior written consent of the Bank Agent, (i) cancel or terminate License Agreement or suspend performance of its services thereunder, except as expressly permitted under Section 3.3 of the License Agreement as in effect on the date hereof, or consent to or accept any cancellation, termination or suspension thereof by the Companies, (ii) sell, assign, transfer, abandon, cancel, permit the expiration or lapse of, or otherwise dispose of (by operation of law or otherwise) any part of its interest in the License Agreement or the FONTAINEBLEAU Marks except for the granting of non-exclusive licenses in the FONTAINEBLEAU Marks in the ordinary course of business, or (iii) amend or modify the License Agreement in any respect. Any sale, assignment or other disposition made in violation of the foregoing shall be void ab initio. The Assignee agrees to deliver duplicates or copies of all notices of default received or delivered under or pursuant to the License Agreement to the Bank Agent immediately upon receipt or delivery, as the case may be, thereof.

(c) The Assignee consents to the transfer of the Companies' interest under the License Agreement to the Project Secured Parties or any of them or a purchaser or grantee at a foreclosure sale by judicial or nonjudicial foreclosure and sale or by a conveyance by the Companies in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, the Assignee shall recognize the Project Secured Parties or any of them or such purchaser or grantee as the applicable party under the License Agreement (provided that such Project Secured Parties or such purchaser or grantee assumes the obligations of the Companies under and as set forth in the License Agreement).

(d) In the event that the License Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, and if, within forty-five (45) days after such rejection or termination, the Project Secured Parties or their successors or assigns shall so request, the Assignee shall execute and deliver to the Project Secured Parties a new License Agreement, which License Agreement shall be on the terms and conditions as the original License Agreement before giving effect to such rejection, as such terms may be modified by certain alternative terms pursuant to Section 3.3 as in effect on the date hereof.

(e) In the event the Project Secured Parties or their designee(s) or assignee(s) succeed to the Companies' interest under the License Agreement, the Project Secured Parties or their designee(s) or assignee(s) shall not be required to perform or be subject to any defenses or offsets by reason of any of the Companies' obligations under the License Agreement that were unperformed at such time (it being understood that from and after the time that the Project Secured Parties or any of them or their designee(s) or assignee(s) succeed to the Companies' interest under the License Agreement such party shall assume the rights and obligations of the Companies thereunder). The Project Secured Parties shall have the right to assign all or a pro rata interest in the License Agreement or a new License Agreement entered into pursuant to subparagraph (d) to a person or entity to whom the Project is transferred, provided such transferee assumes the obligations of the Companies (or the Project Secured Parties) under the License Agreement. Upon such assignment, the Bank Agent and the other Project Secured Parties (including their agents and employees) shall be released from any further liability thereunder to the extent of the interest assigned.

(f) The representations and warranties provided by the Assignee under the License Agreement shall continue in full force and effect in the event that the Project Secured Parties or their designee(s) or assignee(s) succeed to the Companies' interest in the License Agreement (whether by foreclosure, sale or other assignment) and upon the further assignment or sale of the License Agreement by the Project Secured Parties or their designee(s) or assignee(s).

2. The Assignee hereby represents, warrants and certifies that:

(a) The execution, delivery and performance by the Assignee of the License Agreement, the Intellectual Property Assignment Agreement and this Consent have been duly authorized by all necessary corporate or limited liability company action, and do not and will not require any further consents or approvals which have not been obtained, or violate any provision of any law, regulation, order, judgment, injunction or similar matters or breach any agreement presently in effect with respect to or binding on the Assignee.

(b) This Consent, the License Agreement and the Intellectual Property Assignment Agreement are legal, valid and binding obligations of the Assignee, enforceable against the Assignee in accordance with their respective terms.

(c) The Assignee confirms that it has delivered true and correct copies of the License Agreement and the Intellectual Property Assignment Agreement to the Bank Agent including all amendments and modifications thereto, up to the date hereof. As of the date hereof, the License Agreement and the Intellectual Property Assignment Agreement are in full force and effect and constitute the only agreements between the Assignee and the Companies with respect to the matters and interests described therein.

(d) The Assignee has fulfilled all of its obligations under the License Agreement to the date hereof. To the Assignee's knowledge, the Companies have fulfilled all of their obligations under the License Agreement to the date hereof and there are no breaches or unsatisfied conditions.

3. This Consent shall become effective concurrent with the Closing (as defined in the Fourth ARCA) (such time of effectiveness, the "Effective Date").

4. As of the date hereof, all of the representations and warranties of the Assignee set forth in the License Agreement are true and correct in all material respects and the Assignee hereby confirms each such representation and warranty with the same effect as if set forth in full herein.

5. As of the date hereof, there are no pending claims between the Companies and the Assignee arising out of, or related to the License Agreement.

6. Assignee hereby agrees that it will not (i) create, incur, assume or suffer to exist any Lien upon the FONTAINEBLEAU Marks or (ii) incur or permit to exist any Indebtedness.

7. All notices required or permitted hereunder shall be in writing and shall be effective upon receipt if hand delivered, upon receipt if sent by facsimile and if otherwise delivered, upon the earlier of receipt or two (2) business days after being sent registered or certified mail, return receipt requested, with proper postage affixed thereto, or by



private courier or delivery service with charges prepaid, and addressed as specified below:

If to the Assignee :

JS IP LLC  
19950 W. Country Club Drive  
Aventura, FL 33180  
Attention: Mario Romine  
Telephone: 305-933-5542  
Telecopier: 305-933-5509  
Electronic Mail: mromine@tumberry.com

If to the Bank Agent:

Bank of America, N.A.  
Agency Management  
Mail Code: TX1-492-14-11  
Bank of America Plaza  
901 Main Street  
Dallas, TX 75202-3714  
Attn: Ronaldo Naval  
Telephone: (214) 209-1162  
Facsimile: (214) 290-9436  
Electronic Email: ronaldo.naval@baml.com

If to the Companies:

Fontainebleau Miami Beach  
4441 Collins Avenue  
Miami Beach, FL 33140-3227  
Attn: Robert Schmitz  
Facsimile No.: (305) 695-2439

8. This Consent shall be binding upon and inure to the benefit of the Assignee, the Bank Agent, the other Project Secured Parties, the Companies and their respective successors, transferees and assigns (including, without limitation, any entity that refinances all or any portion of the obligations under the Credit Agreement and/or the Indenture). The Assignee agrees to confirm such continuing obligation in writing upon the reasonable request of the Companies, the Bank Agent, the other Project Secured Parties or any of their respective successors, transferees or assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by the Assignee, the Bank Agent and the Companies. This Consent shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without reference to principles of conflict of laws

(other than Section 5-1401 of the New York General Obligations Law). Any dispute arising under this Consent shall be litigated in the state or federal courts of the State of New York.

9. This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

10. Unless otherwise indicated, all references in this Consent to any document, instrument or agreement (a) shall include all exhibits, schedules and other attachments thereto, (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (c) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemented from time to time and in effect at any given time.

11. The Assignee hereby consents to the recordation of this Consent with the United States Patent and Trademark Office and agrees to promptly take any actions (including executing any documents) reasonably requested by the Bank Agent in furtherance thereof.

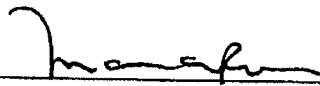
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IN WITNESS WHEREOF, the Assignee by its officer thereunto duly authorized, has duly executed this Consent as of the date first set forth above.

JS IP LLC  
a Delaware limited liability company

By:

By:

By: 

Name: MARIO A. ROMING

Title: Authorized Signer

Accepted and agreed to:

BANK OF AMERICA, N.A.,  
as Bank Agent

By: Christopher DeBian

Name: Christopher DeBian

Title: Vice President

**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:  
Title:

**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:  
Title:

Accepted and agreed to:

BANK OF AMERICA, N.A.,  
as Bank Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**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 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

**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

**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