

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 Florida 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: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3628710 | SCARPETTA |

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

900175927

**TRADEMARK
 REEL: 004418 FRAME: 0942**

OP \$40.00 3628710

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: | F130367 |
| NAME OF SUBMITTER: | Rick Harrison |
| Signature: | /Rick Harrison/ |
| Date: | 11/19/2010 |

Total Attachments: 17

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Additional Conveying Parties

1. 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
2. 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
3. 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
4. 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

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

**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

ACKNOWLEDGED:

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

By: Christopher D. Brou
Name: Vice President
Title: Christopher D. Brou

Signature page to Intellectual Property Security Agreement

**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

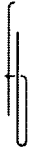


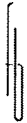
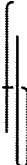
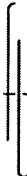
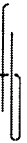
Pursuant to the License Agreement entered into as of June 6, 2007 and effective as of May 11, 2005:



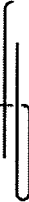
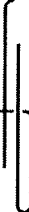
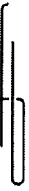
| Country | Trademark | Serial/Reg. No. Filing/Reg. Date | Status |
|---------|-------------------|-------------------------------------|--------------------------|
| U.S. | FONTAINEBLEAU | 3,164,415 Oct. 31, 2006 | Registered |
| U.S. | FONTAINEBLEAU III | 3,164,414 Oct. 31, 2006 | Registered |
| U.S. | 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 |