

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	2nd Lien Trademark Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CityCenter Land, LLC		02/17/2012	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	EP-MN-WS3C, 60 Livingston Ave.		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85228674	ARIA	
CORRESPONDENCE DATA			
Fax Number:	(212)656-1342		
Email:	david.adams@thomsonreuters.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sakina Karkat		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Sakina Karkat		
Signature:	/david adams TR/		
Date:	02/21/2012		

OP \$40.00 85228674

**Total Attachments: 6**

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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CityCenter Land, LLC

- Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other a Nevada Limited Liability Company

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other 2nd Lien Trademark Security

Execution Date: 02/17/2012

2. Name and address of receiving party(ies)

Name: U.S. Bank National Association, as

Internal  
Address: Collateral Agent

Street Address: EP-MN-WS3C, 60 Livingston Ave.

City: St. Paul State: MN Zip: 55107

- Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 85/228674

B. Trademark Registration No.(s) None

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_

- Enclosed  
 Authorized to be charged to deposit account

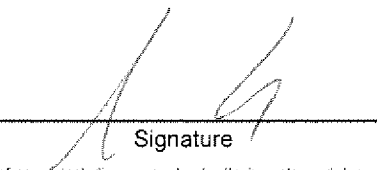
8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

Sakina Karkat

Name of Person Signing

  
Signature

02/17/2012

Date

Total number of pages including cover sheet, attachments, and document 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**Second Lien Trademark Security Agreement**

**Second Lien Trademark Security Agreement**, dated as of February 17, 2012 by and between CityCenter Land, LLC, (the "Pledgor"), in favor of U.S. BANK NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Indenture (in such capacity, the "Collateral Agent").

**W I T N E S S E T H:**

WHEREAS, the Pledgor is party to a Second Lien Security Agreement dated as of January 21, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises contained in the Security Agreement, for the benefit of the Secured Parties, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Pledgor listed on Schedule I attached hereto.

SECTION 3. Security Agreement. This Second Lien Trademark Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with the terms thereof, upon a release of the security interest granted hereby or by the Security Agreement in accordance with the terms of the Security Agreement or upon a release of the guarantee of the Pledgor in respect of the notes issued under the Indenture in accordance with the terms thereof, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

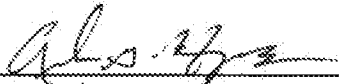
SECTION 6. Governing Law. This Second Lien Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Second Lien Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Nevada.

*[Signature page follows]*

IN WITNESS WHEREOF, the Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**CITYCENTER LAND, LLC,**  
a Nevada limited liability company

By:   
Name: Andrew Hagopian III  
Title: Authorized Representative

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004720 FRAME: 0356**

Accepted and Agreed:

**U.S. BANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: **Raymond S. Haverstock**  
Title: **Vice President**

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004720 FRAME: 0357**

**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

<b>TrademarkName</b>	<b>Jurisdiction</b>	<b>Trademark Status</b>	<b>App Number</b>	<b>FileDate</b>	<b>RegNumber</b>	<b>RegDate</b>
ARIA - 20	United States of America	Published	85/228674	28-Jan-2011		