

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KERZNER INTERNATIONAL RESORTS, INC.		03/12/2013	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch, as Security Agent		
Street Address:	Winchester House, 1 Great Winchester St.		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DB		
Entity Type:	Bank: UNITED KINGDOM		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3661978	AQUAVENTURE	
Registration Number:	1346826	ATLANTIS	
Registration Number:	1857994	ATLANTIS	
Registration Number:	2270108	ATLANTIS	
Registration Number:	2299150	ATLANTIS	
Registration Number:	2414945	ATLANTIS	
Registration Number:	2810825	ATLANTIS	
Registration Number:	3142072	ATLANTIS	
Registration Number:	3539950	ATLANTIS SPEEDWAY	
Registration Number:	4110329	BATTLE 4 ATLANTIS	
Registration Number:	3780858	COMPROMISE ELSEWHERE	
Registration Number:	3532340	DOLPHIN CAY	
Registration Number:	3781499	DOLPHIN CAY	
Registration Number:	4032169	DOLPHIN CAY	

TRADEMARK

Registration Number:	2384420	JOURNEY TO ATLANTIS
Registration Number:	2386713	JOURNEY TO ATLANTIS
Registration Number:	2554453	JOURNEY TO ATLANTIS
Registration Number:	2515543	ONCE UPON OUR TIME
Registration Number:	2515545	ONCE UPON OUR TIME
Registration Number:	1905988	SUPER VACATIONS
Registration Number:	3807415	THE COVE ATLANTIS
Registration Number:	3139170	THE DIG
Serial Number:	85583530	AQUAVENTURE
Serial Number:	85697009	ATLANTIS LIVE
Serial Number:	85227976	BATTLE 4 ATLANTIS
Serial Number:	77315798	THE REEF ATLANTIS
Serial Number:	85634546	WHERE WATER MEETS WONDER

CORRESPONDENCE DATA

Fax Number: 8004947512
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 2023704761
Email: tfahey@nationalcorp.com
Correspondent Name: Thomas Fahey
Address Line 1: 1100 G Street NW, Suite 420
Address Line 2: National Corporate Research, Ltd.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F143921

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: JONATHAN LARSON

Signature: /JONATHAN LARSON/

Date: 03/15/2013

Total Attachments: 6
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TRADEMARK
REEL: 004984 FRAME: 0083

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GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 12, 2013, is made by Kerzner International Resorts, Inc., a Florida corporation (the "Security Grantor"), in favor of Deutsche Bank AG, London Branch, as Security Agent (the "Agent") for the Secured Parties (as defined in the Facility Agreement described below).

W I T N E S S E T H

WHEREAS, pursuant to the Facility Agreement, dated as of March 7, 2013, among, *inter alios*, the Kerzner International Management FZ-LLC, Kerzner International Limited, Kerzner International Holdings Limited, the Agent, and the financial institutions from time to time party thereto as lenders (the "Lenders") and each of the other parties from time to time thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Facility Agreement"), the Lenders have severally agreed to make extensions of credit to the Borrower (as defined therein) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Facility Agreement, the Security Grantor has executed and delivered an Security Agreement, dated as of the date hereof in favor of the Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Security Grantor has granted to the Security Agent for the benefit of the Security Agent, the Lenders and the other Secured Parties, a continuing security interest in the Intellectual Property Collateral, including, without limitation, the Trademarks; and

WHEREAS, the Security Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their extensions of credit and other financial accommodations to the Borrower pursuant to the Facility Agreement, the Security Grantor agrees, for the benefit of the Security Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Security Grantor hereby grants a continuing security interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Security Agent for the benefit of the Security Agent and the other Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Security Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the Security Agreement shall govern.

SECTION 4. Acknowledgment. The Security Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law rules that would result in the application of the laws of another jurisdiction.

[SIGNATURE PAGES FOLLOW]

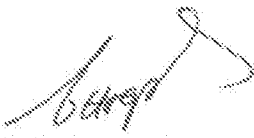
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

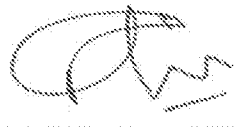
KERZNER INTERNATIONAL RESORTS, INC.,
as Security Grantor

By: 
Name: DANIEL PATRICKS
Title: AUTHORIZED SIGNOR

(Signature page to Grant of Security Interest in Trademark Rights)

DEUTSCHE BANK AG, LONDON BRANCH
as Security Agent

By: 
Name: C. HOEPL
Title V.P.

By: 
Name: R. TANKSIA
Title V.P.

(Signature page to Grant of Security Interest in Trademark Rights)

SCHEDULE A

U.S. Trademark Registrations & Applications

Trademark	Registration/Application Date	Registration/Serial Number
AQUAVENTURE	7/28/2009	3,661,978
ATLANTIS	7/2/1985	1346826
ATLANTIS	10/11/1994	1857994
ATLANTIS	8/17/1999	2270108
ATLANTIS	12/14/1999	2299150
ATLANTIS	12/26/2000	2414945
ATLANTIS	2/3/2004	2810825
ATLANTIS	9/12/2006	3,142,072
ATLANTIS SPEEDWAY	12/2/2008	3,539,950
BATTLE 4 ATLANTIS	3/06/2012	4,110,329
COMPROMISE ELSEWHERE	4/27/2010	3,780,858
DOLPHIN CAY + Design (Stylized Mark)	11/11/2008	3,532,340
DOLPHIN CAY + Design (Stylized Mark)	4/27/2010	3,781,499
DOLPHIN CAY + Design (Stylized Mark)	9/27/2011	4032169
JOURNEY TO ATLANTIS	9/12/2000	2384420
JOURNEY TO ATLANTIS	9/19/2000	2386713

JOURNEY TO ATLANTIS	4/2/2002	2554453
ONCE UPON OUR TIME	12/4/2001	2515543
ONCE UPON OUR TIME	12/4/2001	2515545
SUPER VACATIONS	7/18/1995	1905988
THE COVE ATLANTIS	6/22/2010	3,807,415
THE DIG	9/5/2006	3,139,170
AQUAVENTURE	3/29/2012	85583530 ¹
ATLANTIS LIVE and Design	8/7/2012	85697009 ²
BATTLE 4 ATLANTIS	1/27/2011	85227976 ³
THE REEF ATLANTIS	10/29/2007	77315798 ⁴
WHERE WATER MEETS WONDER	5/24/2012	85634546 ⁵

¹ Intent-to-use Application, excluded from collateral and pledge until such time as Grantor files a Statement of Use with the USPTO

² Intent-to-use Application, excluded from collateral and pledge until such time as Grantor files a Statement of Use with the USPTO

³ Intent-to-use Application, excluded from collateral and pledge until such time as Grantor files a Statement of Use with the USPTO

⁴ Intent-to-use Application, excluded from collateral and pledge until such time as Grantor files a Statement of Use with the USPTO

⁵ Intent-to-use Application, excluded from collateral and pledge until such time as Grantor files a Statement of Use with the USPTO