

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 NORTH AMERICA, INC.		03/12/2013	CORPORATION: DELAWARE
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: 6			
Property Type	Number	Word Mark	
Registration Number:	3769156	ATLANTIS PARADISE ISLAND, BAHAMAS CONVENTIONS MEETINGS INCENTIVES	
Registration Number:	2944165	DESTINATION ATLANTIS	
Registration Number:	1826639	DESTINATION ATLANTIS	
Registration Number:	2728527	PARADISE ISLAND VACATIONS	
Registration Number:	2774367	PARADISE ISLAND VACATIONS	
Registration Number:	2531031	PARADISE ISLAND TRAVEL	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1100 G Street NW, Suite 420		

OP \$165.00 3769156

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: 03/18/2013

Total Attachments: 5
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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 North America, Inc., a Delaware 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 NORTH AMERICA,
INC., as Security Grantor**

By: 
Name: *DAVID MATTHEWS*
Title: *Authorized Signer*

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

DEUTSCHE BANK AG, LONDON BRANCH
as Security Agent

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

By: 
Name: E. THAKEREIA
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
ATLANTIS MEETINGS (Logo)	3/30/2010	3,769,156
DESTINATION ATLANTIS	4/26/2005	2944165
DESTINATION ATLANTIS	3/15/1994	1826639
PARADISE ISLAND VACATIONS	6/24/2003	2728527
PARADISE ISLAND VACATIONS AND DESIGN	10/21/2003	2774367
PARADISE ISLAND TRAVEL	1/15/2002	2531031
NASIMI BEACH	8/7/2012	85697009