

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 LIMITED		03/12/2013	International Business Company: BERMUDA

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: 20

Property Type	Number	Word Mark
Registration Number:	4217971	AUDITION STAR: MAKE THE MOST OF YOUR SINGING TALENT
Registration Number:	3197180	
Registration Number:	3524841	
Registration Number:	2887904	KERZNER
Registration Number:	3937409	KERZNER
Registration Number:	4034823	LIVE THE MOMENT
Registration Number:	2889998	ONE & ONLY
Registration Number:	2971597	ONE & ONLY
Registration Number:	3928934	ONE & ONLY
Registration Number:	3951139	ONE & ONLY
Registration Number:	4172523	ONE & ONLY JOURNEYS
Registration Number:	4172517	ONE & ONLY MOMENTS
Registration Number:	4259301	PINK IT IN PARADISE

OP \$515.00 4217971

Registration Number:	4180300	SUMMER MOMENTS
Serial Number:	77277356	BLUE PROJECT
Serial Number:	77277360	BLUE TOURISM
Serial Number:	77277358	BLUE VACATIONS
Serial Number:	85555216	KERZNER
Serial Number:	85430929	ONE & ONLY MAGAZINE
Serial Number:	85806649	ONE TRIBE

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
source=NY-#16371000-v1-EXECUTED_-_Trademarks_Short-Form_(KIL)#page4.tif
source=NY-#16371000-v1-EXECUTED_-_Trademarks_Short-Form_(KIL)#page5.tif
source=NY-#16371000-v1-EXECUTED_-_Trademarks_Short-Form_(KIL)#page6.tif
source=NY-#16371000-v1-EXECUTED_-_Trademarks_Short-Form_(KIL)#page7.tif
source=NY-#16371000-v1-EXECUTED_-_Trademarks_Short-Form_(KIL)#page8.tif
source=NY-#16371000-v1-EXECUTED_-_Trademarks_Short-Form_(KIL)#page9.tif

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 12, 2013, is made by Kerzner International Limited, an international business company incorporated under the laws of the Commonwealth of The Bahamas (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).

WITNESSETH

WHEREAS, pursuant to the Facility Agreement, dated as of March 7, 2013, among, *inter alios*, the Kerzner International Management FZ-LLC, the Security Grantor, 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.

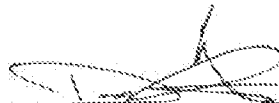
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

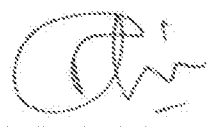
KERZNER INTERNATIONAL LIMITED,
as Security Grantor

By: 
Name: David H. HENOS
Title: AUTHORIZED SIGNER

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

DEUTSCHE BANK AG, LONDON BRANCH
as Security Agent

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

By: 
Name: R. TUNCELLA
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
AUDITION STAR: MAKE THE MOST OF YOUR SINGING TALENT	10/2/2012	4,217,971
DOUBLE RING LOGO	1/9/2007	3,197,180
DOUBLE RING LOGO	10/28/2008	3,524,481
KERZNER	9/21/2004	2,887,904
KERZNER	3/29/2011	3,937,409
LIVE THE MOMENT	10/4/2011	4,034,823
ONE & ONLY	9/28/2004	2,889,998
ONE & ONLY	7/19/2005	2,971,597
ONE & ONLY	3/8/2011	3,928,934
ONE & ONLY	4/26/2011	3,951,139
ONE & ONLY JOURNEYS	7/10/2012	4,172,523
ONE & ONLY MOMENTS	7/10/2012	4,172,517
PINK IT IN PARADISE	12/11/2012	4,259,301
SUMMER MOMENTS	7/24/2012	4,180,300
BLUE PROJECT	9/12/2007	77277356
BLUE TOURISM	9/12/2007	77277360
BLUE VACATIONS	9/12/2007	77277358
KERZNER	2/28/2012	85555216

ONE & ONLY MAGAZINE	9/23/2011	85430929 ¹
ONE TRIBE	12/19/2012	85806649 ²

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