

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM339672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG, London Branch, as Security Agent		04/22/2015	Bank: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Kerzer International Resorts, Inc.
Street Address:	1000 South Pine Island Road-8th Floor
Internal Address:	Royal Palm I Southpointe
City:	Plantation
State/Country:	FLORIDA
Postal Code:	33324
Entity Type:	CORPORATION: FLORIDA

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
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

TRADEMARK

Property Type	Number	Word Mark
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: 3026365454

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 800-927-9801 x 62348

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	6092700-15
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	04/29/2015

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made and effective as of April 22, 2015 and granted by DEUTSCHE BANK AG, LONDON BRANCH, in its capacity as security agent (the “Agent”) for the Secured Parties (as defined in the Facility Agreement referred to below), in favor of Kerzner International North America, Inc. (the “Security Grantor”).

WHEREAS, the Security Grantor entered into a Facility Agreement dated March 7, 2013 (as amended or modified from time to time, the “Facility Agreement”) with, inter alios, the Agent and the lenders party thereto;

WHEREAS, pursuant to the Facility Agreement, the Security Grantor executed and delivered to the Agent that certain Grant of Security Interest in Trademark Rights dated as of March 12, 2013 (as amended or modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Security Grantor assigned and granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Security Grantor’s right, title and interest in and to the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 4984, Frame 0905 on March 18, 2013; and

WHEREAS, the Obligations (as defined in the Security Agreement) secured by the Trademark Collateral have been prepaid and/or repaid in full, and the Security Grantor has requested that the Agent enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Security Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby agrees as follows:

1. Definition. The term “Trademark Collateral”, as used herein, means all of the Security Grantor’s right, title and interest in and to the following:

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof (including, without limitation, those trademark registrations and applications listed on Schedule A hereto), together with all goodwill associated therewith or symbolized thereby, and all other assets, rights and interests that uniquely reflect or embody such goodwill (collectively, the “Trademarks”); and

(b) all proceeds, products, and other property received or receivable from the sale, exchange, or other disposition (whether voluntary or involuntary) of the Trademarks.

2. Release of Security Interest. The Agent on behalf of itself and the other Secured Parties hereby terminates, cancels and releases its security interest in, and lien on, the Trademark Collateral,

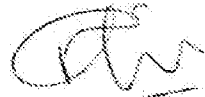
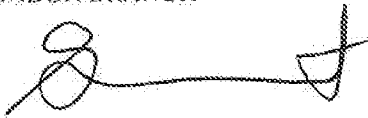
and hereby reassigns and retransfers to the Security Grantor, any and all such right, title and interest that it may have in the Trademark Collateral.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered as of the date first above written.

DEUTSCHE BANK AG, LONDON BRANCH

By:  

Name: Rajeev Thakeria Leigh Muntz
Title: Vice President Assistant Vice President

[Signature Page to Trademark Release]

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