

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM339668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

<b>Name:</b>	KERZNER INTERNATIONAL LIMITED
<b>Street Address:</b>	50 Shirley Street
<b>Internal Address:</b>	c/o Harry B. Sands, Lobosky & Co.
<b>City:</b>	Nassau
<b>State/Country:</b>	BAHAMAS
<b>Entity Type:</b>	Company: BAHAMAS

**PROPERTY NUMBERS Total: 20**

Property Type	Number	Word Mark
Registration Number:	4217971	AUDITION STAR: MAKE THE MOST OF YOUR SIN
Registration Number:	3197180	
Registration Number:	3524481	
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
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

CH \$515.00 4217971

Property Type	Number	Word Mark
Serial Number:	85806649	ONE TRIBE
<b>CORRESPONDENCE DATA</b>		
Fax Number:	3026365454	
	<i>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.</i>	
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:	6092700-5	
NAME OF SUBMITTER:	Jean Paterson	
SIGNATURE:	/jep/	
DATE SIGNED:	04/29/2015	
<b>Total Attachments: 5</b>		
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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 Limited. (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 4989, Frame 0049 on March 15, 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,


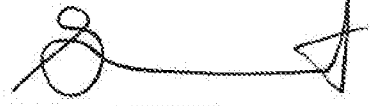
and hereby reassigns and retransfers to the Security Grantor, any and all such right, title and interest that it may have in the Trademark Collateral.

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: \_\_\_\_\_  
Title: Rajsev Thakeria Leigh Muntz  
Vice President Assistant Vice President

{Signature Page to Trademark Release}

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS & APPLICATIONS**

<b>Trademark</b>	<b>Registration/Application Date</b>	<b>Registration/Serial Number</b>
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 <sup>1</sup>

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

ONE TRIBE	12/19/2012	85806649 <sup>2</sup>
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<sup>2</sup> Intent-to-use Application, excluded from collateral and pledge until such time as Security Grantor files a Statement of Use with the USPTO