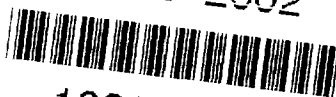


08-13-2002



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(01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Archon Financial, L.P. 8-7-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Assignment of Security Agreement

Execution Date: June 4, 2002

2. Name and address of receiving party(ies)

Name: Goldman Sachs Mortgage Company

Internal

Address: _____

Street Address: 85 Broad Street

City: New York State: NY Zip: 10004

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☒ Limited Partnership New York
☐ Corporation-State _____
☐ Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached Schedule I

B. Trademark Registration No.(s)

See Attached Schedule I

Additional number(s) attached ☒ Yes ☐ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Brian Crist

Internal Address: _____

Cleary, Gottlieb, Steen & Hamilton

Street Address: One Liberty Plaza

City: New York State: NY Zip: 10006

6. Total number of applications and
registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true
copy of the original document.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

08/12/2002 AAHMED1 00000106 75670927

01 RC:481

40.00 OP
275.00 OP

02 RC:482

TRADEMARK
REEL: 002561 FRAME: 0661

Schedule I

A. Trademark Application Numbers

Mark	Applicant/Owner	Serial or Registration Number	International Class
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	75/670927	36
THE GRAND CANAL	Grand Canal Shops II, LLC	75/136424	41
THE GRAND CANAL SHOPPES & Design	Grand Canal Shops II, LLC	76/321994	41
THE GRAND CANAL SHOPPES & Design	Grand Canal Shops II, LLC	76/260393	35
THE GRAND CANAL SHOPPES & Design	Grand Canal Shops II, LLC	76/260006	42
THE GRAND CANAL SHOPS	Grand Canal Shops II, LLC	75/511636	36

B. Trademark Registration Numbers

Mark	Applicant/Owner	Serial or Registration Number	International Class
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	2528490	41
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	2527712	35
THE GRAND CANAL	Grand Canal Shops II, LLC	2532906	41
Miscellaneous Design	Grand Canal Shops II, LLC	2404897	35
Miscellaneous Design	Grand Canal Shops II, LLC	2417906	42
Miscellaneous Design	Grand Canal Shops II, LLC	2358232	41

**ASSIGNMENT AND ASSUMPTION OF
LOAN-RELATED DOCUMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF LOAN-RELATED DOCUMENTS (this "Assignment") is entered into as of this 4th day of June, 2002 by ARCHON FINANCIAL, L.P., a Delaware limited partnership having an address at 600 East Las Colinas Boulevard, Suite 800, Irving, Texas 75039 ("Assignor") for the benefit of GOLDMAN SACHS MORTGAGE COMPANY, a New York limited partnership, having an address at 85 Broad Street, New York, New York 10004 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to that certain \$105,000,000 mortgage loan to GRAND CANAL SHOPS II, LLC (the "Borrower"), secured by certain real property (the "Property") commonly known as The Grand Canal Shoppes, Las Vegas, Nevada;

WHEREAS, the Loan is evidenced by the Loan Documents (as hereinafter defined).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

Assignor hereby absolutely sells, transfers, assigns, delivers and conveys to Assignee, without representation, warranty or recourse of any nature whatsoever, except as set forth in that certain Mortgage Loan Purchase Agreement of even date herewith between Assignor, as seller, and Assignee, as purchaser, all of its right, title and interest, and delegates all of its duties and obligations, in, to and under all documents evidencing, governing, securing and pertaining to the Loan (the "Loan Documents"), including, without limitation, the following:

- (i) All documents and instruments evidencing the obligations, liabilities and indebtedness of Borrower to the Assignor in connection with the Loan;
- (ii) All other instruments executed and delivered by or on behalf of Borrower to Assignor encumbering, or creating a lien upon, the Property as security for repayment of the Loan;
- (iii) All guaranties, insurance policies, indemnifications, releases, affidavits, certificates, title insurance policies, letters of credit and other documents executed and/or delivered by or on behalf of Borrower to the Assignor in connection with the Loan;
- (iv) All assignments and/or pledges, if any, whether direct or collateral, made by Borrower to Assignor, of leases, rents, beneficial or equitable interests, proceeds, royalties, contracts, plans, specifications, permits, licenses, reserves, holdbacks,

escrows, stocks, bonds, securities and any other such assignments of collateral that evidence and/or secure the Loan;

- (v) That certain Trademark Security Agreement by Grand Canal Shops II, LLC dated as of June 4, 2002 granting a security interest to Archon Financial, L.P. in those trademarks set forth on Schedule A to this Assignment; and
- (vi) All modifications, amendments, consolidations, renewals, extensions or restatements of any of the foregoing.

By its acceptance of this Assignment, Assignee hereby assumes all of the obligations of Assignor in connection with or arising out of the Loan Documents and accruing from and after the date hereof.

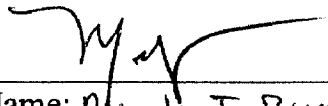
[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its proper officers, as of the date first above written.

ASSIGNOR:

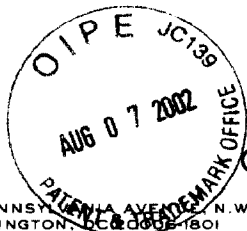
ARCHON FINANCIAL, L.P., as Originator
a Delaware limited partnership

By: ARCHON Financial, L.L.C., its
general partner

By: 
Name: Mark J. Buono
Title: Director

Schedule A

Mark	Applicant/Owner	Serial or Registration Number	International Class
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	2528490	41
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	2527712	35
THE GRAND CANAL	Grand Canal Shops II, LLC	2532906	41
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THE GRAND CANAL SHOPPES & Design	Grand Canal Shops II, LLC	76/260006	42
THE GRAND CANAL SHOPS	Grand Canal Shops II, LLC	75/511636	36
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	NV3000013039 (Nevada State)	41
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	NV3000013038 (Nevada State)	42
GRAND CANAL SHOPPES	Grand Canal Shops II, LLC	NV3000013037	35
THE GRAND CANAL SHOPS	Grand Canal Shops II, LLC	NV3000011234 (Nevada State)	36
Miscellaneous Design	Grand Canal Shops II, LLC	882209 (European Union)	35, 41, 42



2000 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, DC 20005-1801

41, AVENUE DE FRIEDLAND
75008 PARIS

RUE DE LA LOI 57
1040 BRUSSELS

CITY PLACE HOUSE
55 BASINGHALL STREET
LONDON EC2V 5EH

MAIN TOWER
NEUE MAINZER STRASSE 52
60311 FRANKFURT AM MAIN

CLEARY, GOTTlieb, STEEN & HAMILTON

ONE LIBERTY PLAZA
NEW YORK, NY 10006-1470

TELEPHONE
(212) 225-2000

FACSIMILE
(212) 225-3999

PIAZZA DI SPAGNA 15
00187 ROME

VIA FATEBENEFRATELLI 26
20121 MILAN

PAVELETSKAYA SQUARE 2/3
115054 MOSCOW

BANK OF CHINA TOWER
ONE GARDEN ROAD
HONG KONG

SHIN KASUMIGASEKI BUILDING
3-2, KASUMIGASEKI 3-CHOME
CHIYODA-KU, TOKYO 100-0013

Writer's Direct Dial: (212) 225-2594
E-Mail: bcrist@cgsh.com

August 7, 2002

Commissioner of Patents & Trademarks
Assignment Division
U.S. Patent and Trademark Office
2011 South Clark Place
Customer Window, BOX ASSIGNMENTS
Crystal Plaza Two, Lobby, Room 1B03
Arlington, Virginia 22202

Re: Assignments of Security Agreements

Dear Sir/Madame:

We enclose the following for filing in the United States Patent and Trademark Office:

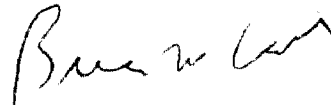
1. A recordation cover sheet for the recordation of the Assignment and Assumption of Loan Related Documents dated June 4, 2002 by Archon Financial, L.P.
2. A copy of the Assignment and Assumption of Loan Related Documents dated June 4, 2002 by Archon Financial, L.P.
3. A recordation cover sheet for the recordation of the Assignment and Assumption of Loan Related Documents dated July 24, 2002 by Goldman Sachs Mortgage Company

TRADEMARK
REEL: 002561 FRAME: 0667

4. A copy of the Assignment and Assumption of Loan Related Documents dated July 24, 2002 by Goldman Sachs Mortgage Company

Kindly date stamp the receipt copy of this cover letter as proof of receipt and return the date stamped receipt copy to us. Should you have any questions, please do not hesitate to contact me at (212) 580-0116. Thank you in advance for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian W. Crist", with a stylized flourish at the end.

Brian W. Crist

Enclosures