

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VENETIAN CASINO RESORT, LLC		05/23/2007	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	THE BANK OF NOVA SCOTIA, as Collateral Agent
Street Address:	GWS - Loan Operations
Internal Address:	720 King Street West, 2nd Floor
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1H1
Entity Type:	Canadian Chartered Bank:

**PROPERTY NUMBERS Total: 32**

Property Type	Number	Word Mark
Registration Number:	2558771	LAS VENICE
Registration Number:	2999280	PAIZA
Registration Number:	2999279	PAIZA
Registration Number:	2683895	PALAZZO
Registration Number:	2729637	PALAZZO
Registration Number:	2655917	THE VENETIAN
Registration Number:	2411053	THE VENETIAN
Registration Number:	2542999	THE VENETIAN
Registration Number:	2507362	THE VENETIAN
Registration Number:	2555775	THE VENETIAN
Registration Number:	2427621	THE VENETIAN
Registration Number:	2295362	THE VENETIAN
Registration Number:	2427241	THE VENETIAN RESORT HOTEL CASINO

OP \$815.00 2558771

Registration Number:	2350633	THE VENETIAN RESORT HOTEL CASINO
Registration Number:	2411455	THE VENETIAN RESORT HOTEL CASINO
Registration Number:	2427620	V
Registration Number:	2352445	V
Registration Number:	2411034	V
Registration Number:	2411454	VENETIAN
Registration Number:	2507363	VENETIAN
Registration Number:	2427247	VENETIAN
Registration Number:	2326994	VENETIAN
Registration Number:	2322513	VENETIAN
Registration Number:	3014187	VENEZIA
Registration Number:	3014186	VENEZIA
Serial Number:	78783266	
Serial Number:	78783269	
Serial Number:	78783264	
Serial Number:	78783199	PAIZA
Serial Number:	78783238	PAIZA
Serial Number:	78783232	PAIZA
Serial Number:	78783240	PAIZA

**CORRESPONDENCE DATA**

Fax Number: (714)755-8290  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 714-540-1235  
Email: ipdocket@lw.com, kristin.azcona@lw.com  
Correspondent Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 022411-0786

**DOMESTIC REPRESENTATIVE**

Name: Latham & Watkins LLP  
Address Line 1: 650 Town Center Drive, 20th Floor  
Address Line 4: Costa Mesa, CALIFORNIA 92626

NAME OF SUBMITTER: Kristin J. Azcona

Signature: /kristinazcona/

Date:

06/01/2007

**Total Attachments: 18**

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## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of May 23, 2007 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), between **EACH OF THE UNDERSIGNED** (other than the Collateral Agent (as herein defined)), whether as an original signatory hereto or as an Additional Grantor (as defined in the Security Agreement) (collectively, "**Grantors**"), and **THE BANK OF NOVA SCOTIA**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

### WITNESSETH:

WHEREAS, Grantors are party to a Security Agreement dated as of May 23, 2007 (the "**Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Collateral Agent, on behalf of all Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether new, owned or existing or hereafter acquired or arising (collectively, the "**Trademark Collateral**"): all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing (excluding any United States intent-to-use trademark application prior to the filing and acceptance of a statement of use or an amendment to allege use in connection therewith), including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit (collectively, "**Trademarks**").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LAS VEGAS SANDS, LLC

By:   
Name: Robert P. Rozek  
Title: Senior Vice President and  
Chief Financial Officer

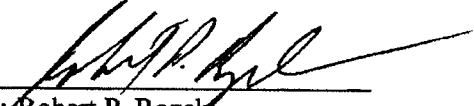
Trademark Security Agreement  
Signature Pages

GRANTORS:

VENETIAN CASINO RESORT, LLC  
VENETIAN TRANSPORT LLC

By: Las Vegas Sands, LLC  
Their Managing Member

Executing this Agreement as Senior Vice  
President and Chief Financial Officer of the  
managing member of each of the foregoing  
persons on behalf of and so as to bind the  
persons named above under the caption  
"Grantors"

By:   
Name: Robert P. Rozek  
Title: Senior Vice President and  
Chief Financial Officer

Trademark Security Agreement  
Signature Pages


GRANTORS:

PALAZZO CONDO TOWER, LLC  
LIDO INTERMEDIATE HOLDING COMPANY, LLC  
MALL INTERMEDIATE HOLDING COMPANY,  
LLC  
VENETIAN VENTURE DEVELOPMENT, LLC

By: Venetian Casino Resort, LLC  
Their Managing Member

By: Las Vegas Sands, LLC  
Their Managing Member

Executing this Agreement as Senior  
Vice President and Chief Financial  
Officer of the managing member of  
each of the foregoing persons on  
behalf of and so as to bind the persons  
named above under the caption  
"Grantors"

By:   
Name: Robert P. Bozek  
Title: Senior Vice President and  
Chief Financial Officer



GRANTOR:

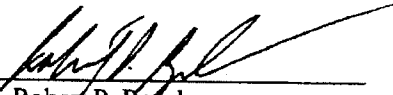
LIDO CASINO RESORT HOLDING COMPANY, LLC

By: Lido Intermediate Holding Company, LLC,  
Their Managing Member

By: Venetian Casino Resort, LLC  
Their Managing Member

By: Las Vegas Sands, LLC  
Their Managing Member

Executing this Agreement as Senior  
Vice President and Chief Financial  
Officer of the managing member of  
each of the foregoing persons on  
behalf of and so as to bind the  
persons named above under the  
caption "Grantor"

By:   
Name: Robert P. Rozek  
Title: Senior Vice President and  
Chief Financial Officer

Trademark Security Agreement  
Signature Pages

GRANTOR:

PHASE II MALL HOLDING, LLC

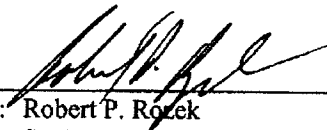
By: Lido Casino Resort Holding Company, LLC  
Its Managing Member

By: Lido Intermediate Holding Company, LLC,  
Its Managing Member

By: Venetian Casino Resort, LLC  
Its Managing Member

By: Las Vegas Sands, LLC  
Its Managing Member

Executing this Agreement as Senior  
Vice President and Chief Financial  
Officer of the managing member of  
each of the foregoing persons on  
behalf of and so as to bind the  
persons named above under the  
caption "Grantor"

By:   
Name: Robert P. Rozek  
Title: Senior Vice President and  
Chief Financial Officer

Trademark Security Agreement  
Signature Pages

GRANTOR:

PHASE II MALL SUBSIDIARY, LLC

By: Phase II Mall Holding, LLC  
Its Managing Member

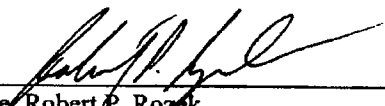
By: Lido Casino Resort Holding Company, LLC  
Its Managing Member

By: Lido Intermediate Holding Company, LLC  
Its Managing Member

By: Venetian Casino Resort, LLC  
Its Managing Member

By: Las Vegas Sands, LLC  
Its Managing Member

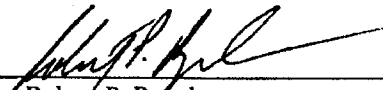
Executing this Agreement as Senior  
Vice President and Chief Financial  
Officer of the managing member of  
each of the foregoing persons on  
behalf of and so as to bind the  
persons named above under the  
caption "Grantor"

By:   
Name: Robert P. Rozek  
Title: Senior Vice President and  
Chief Financial Officer

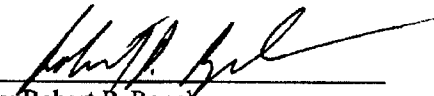
Trademark Security Agreement  
Signature Pages

GRANTORS:


INTERFACE GROUP-NEVADA, INC.

By:   
Name: Robert P. Rozek  
Title: Senior Vice President and  
Chief Financial Officer

SANDS PENNSYLVANIA, INC.

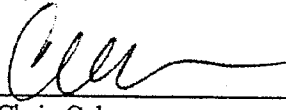
By:   
Name: Robert P. Rozek  
Title: Senior Vice President and  
Chief Financial Officer

VENETIAN MARKETING, INC.

By:   
Name: Robert P. Rozek  
Title: Senior Vice President and  
Chief Financial Officer

Accepted and Agreed:

**THE BANK OF NOVA SCOTIA,**  
as Collateral Agent

By:   
Name: Chris Osborn  
Title: Managing Director

**SCHEDULE  
TO SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY**

**(A) Owned Intellectual Property**

See attached list.

**(B) Intellectual Property Licenses**

1. Third Amended and Restated Reciprocal Easement, Use and Operating Agreement dated as of July 26, 2006 by and among Venetian Casino Resort, LLC, Lido Casino Resort, LLC, Phase II Mall Subsidiary, LLC, Grand Canal Shops II, LLC and Interface-Group Nevada, Inc., as amended by that certain First Amendment to Third Amended and Restated Reciprocal Easement, Use and Operating Agreement dated as of January 12, 2007.

2. Intellectual Property License Agreement, dated May 25, 2006, between Las Vegas Sands, LLC, Las Vegas Sands Corp., Venetian Casino Resort, LLC, Venetian Macau Limited and Venetian Cotai Limited.

**(C) Intellectual Property Exceptions**

None.

SCHEDULE 4.5-1

Doc #:NY7:414236.4

**TRADEMARK  
REEL: 003552 FRAME: 0945**

## SCHEDULE

### Registered Trademarks

**Owner: Las Vegas Sands, LLC**




SANDS	U.S. Federal	RENEWED	73290687 December 22, 1980	1209102 September 14, 1982
<i>Sands</i>	CTM	REGISTERED		4503769
SANDS	CTM	REGISTERED		4503751

### Trademarks Applications Pending




**Owner: Las Vegas Sands, LLC**

LIDO	U.S. Federal	PUBLISHED INTENT TO USE	75977164 June 20, 1996	
LIDO	U.S. Federal	PUBLISHED INTENT TO USE	75977163 June 20, 1996	
LIDO AT THE SANDS	U.S. Federal	PUBLISHED INTENT TO USE	75122444 June 20, 1996	
LIDO AT THE SANDS	U.S. Federal	PUBLISHED INTENT TO USE	75977241 June 20, 1996	
LIDO BEACH	U.S. Federal	PUBLISHED INTENT TO USE	75977162 June 20, 1996	
LIDO BEACH	U.S. Federal	PUBLISHED INTENT TO USE	75977161 June 20, 1996	
SANDS LIDO	U.S. Federal	PUBLISHED INTENT TO USE	75977243 June 20, 1996	
SANDS LIDO	U.S. Federal	PUBLISHED INTENT TO USE	75122442 June 20, 1996	
SANDS	U.S. Federal	PENDING INTENT TO USE	77137002 March 21, 2007	
SANDS	U.S. Federal	PENDING INTENT TO USE	77136990 March 21, 2007	


**Registered Trademarks**  
**Owner: Venetian Casino Resort, LLC**








LAS VENICE	U.S. Federal	REGISTERED	76284884 July 13, 2001	2558771 April 9, 2002
PAIZA	U.S. Federal	REGISTERED	78976274 July 9, 2003	2999280 September 20, 2005
PAIZA	U.S. Federal	REGISTERED	78976273 July 9, 2003	2999279 September 20, 2005
PALAZZO	U.S. Federal	REGISTERED	75068699 March 7, 1996	2683895 February 4, 2003
PALAZZO	U.S. Federal	REGISTERED	75979976 March 7, 1996	2729637 June 24, 2003
THE VENETIAN 	U.S. Federal	REGISTERED	76260005 May 21, 2001	2655917 December 3, 2002
THE VENETIAN	U.S. Federal	REGISTERED	75431835 February 10, 1998	2411053 December 5, 2000
THE VENETIAN 	U.S. Federal	REGISTERED	76260004 May 21, 2001	2542999 February 26, 2002
THE VENETIAN	U.S. Federal	REGISTERED	75431834 February 11, 1998	2507362 November 13, 2001
THE VENETIAN 	U.S. Federal	REGISTERED	76260001 May 21, 2001	2555775 April 2, 2002
THE VENETIAN	U.S. Federal	REGISTERED	75978541 February 10, 1998	2427621 February 6, 2001
THE VENETIAN	U.S. Federal	REGISTERED	75478958 May 4, 1998	2295362 November 30, 1999
THE VENETIAN RESORT HOTEL CASINO	U.S. Federal	REGISTERED	75420729 January 20, 1998	2427241 February 6, 2001
THE VENETIAN RESORT HOTEL CASINO	U.S. Federal	REGISTERED	75420737 January 20, 1998	2350633 May 16, 2000
THE VENETIAN	U.S. Federal	REGISTERED	75978801	2411455











RESORT HOTEL CASINO			January 20, 1998	December 5, 2000
V 	U.S. Federal	REGISTERED	75978407 January 20, 1998	2427620 February 6, 2001
V 	U.S. Federal	REGISTERED	75420716 January 20, 1998	2352445 May 23, 2000
V 	U.S. Federal	REGISTERED	75420772 January 20, 1998	2411034 December 5, 2000
VENETIAN	U.S. Federal	REGISTERED	75978356 February 11, 1998	2411454 December 5, 2000
VENETIAN	U.S. Federal	REGISTERED	75431836 February 11, 1998	2507363 November 13, 2001
VENETIAN	U.S. Federal	REGISTERED	75431583 February 11, 1998	2427247 February 6, 2001
VENETIAN	U.S. Federal	REGISTERED	75064849 February 28, 1996	2326994 March 7, 2000
VENETIAN	U.S. Federal	REGISTERED	75978868 February 28, 1996	2322513 February 22, 2000
VENEZIA	U.S. Federal	REGISTERED	78976403 April 4, 2003	3014187 November 8, 2005
VENEZIA	U.S. Federal	REGISTERED	78976402 April 4, 2003	3014186 November 8, 2005
VENETIAN	European Union	REGISTERED	Jul. 20, 1998	882324 May 19, 2000
THE VENETIAN	European Union	REGISTERED	Jul. 20, 1998	882282 May 19, 2000
VENETIAN	Nevada	RENEWED		November 6, 1998
THE VENETIAN	Nevada	RENEWED		August 5, 1998

**Trademark Applications Pending**  
**Owner: Venetian Casino Resort, LLC**

COTAI INBOUND	U.S. Federal	PENDING INTENT TO USE	77093333 January 29, 2007	
Design Only 	U.S. Federal	PENDING	78783266 December 30, 2005	

Design Only 	U.S. Federal	PENDING INTENT TO USE	78783259 December 30, 2005	
Design Only 翠蘭軒	U.S. Federal	PENDING INTENT TO USE	77084230 January 16, 2007	
Design Only 	U.S. Federal	PENDING INTENT TO USE	78783270 December 30, 2005	
Design Only 	U.S. Federal	PUBLISHED	78783269 December 30, 2005	
Design Only 	U.S. Federal	PUBLISHED	78783264 December 30, 2005	
Design Only 	U.S. Federal	PUBLISHED INTENT TO USE	78783254 December 30, 2005	
Design Only 	U.S. Federal	PUBLISHED INTENT TO USE	78783263 December 30, 2005	
Design Only 	U.S. Federal	PUBLISHED INTENT TO USE	78783253 December 30, 2005	
ORCHID ASIAN CUISINE  <small>Orchid Asian Cuisine</small> 翠蘭軒	U.S. Federal	PENDING INTENT TO USE	77084227 January 16, 2007	
ORCHID ASIAN	U.S. Federal	PENDING	77084226	

CUISINE				
CUISINE		INTENT TO USE	January 16, 2007	
PAIZA	U.S. Federal	PENDING	78783199 December 30, 2005	
PAIZA 	U.S. Federal	PENDING INTENT TO USE	78783227 December 30, 2005	
PAIZA	U.S. Federal	PENDING INTENT TO USE	78783189 December 30, 2005	
PAIZA 	U.S. Federal	PENDING INTENT TO USE	78783224 December 30, 2005	
PAIZA 	U.S. Federal	PENDING INTENT TO USE	78783222 December 30, 2005	
PAIZA	U.S. Federal	PENDING INTENT TO USE	78783201 December 30, 2005	
PAIZA	U.S. Federal	PENDING INTENT TO USE	78783191 December 30, 2005	
PAIZA 	U.S. Federal	PUBLISHED	78783238 December 30, 2005	
PAIZA 	U.S. Federal	PUBLISHED	78783232 December 30, 2005	
PAIZA 	U.S. Federal	PUBLISHED	78783240 December 30, 2005	
PAIZA	U.S. Federal	PUBLISHED INTENT TO USE	78272397 July 9, 2003	
PAIZA	U.S. Federal	PUBLISHED INTENT TO USE	78272394 July 9, 2003	
PAIZA	U.S. Federal	PUBLISHED INTENT TO USE	78783193 December 30, 2005	
PAIZA	U.S. Federal	PUBLISHED INTENT TO USE	78783173 December 30, 2005	

PAIZA 	U.S. Federal	PUBLISHED INTENT TO USE	78783212 December 30, 2005	
PAIZA	U.S. Federal	PUBLISHED INTENT TO USE	78272390 July 9, 2003	
PAIZA U BEEN UR BEN 	U.S. Federal	PUBLISHED INTENT TO USE	78783243 December 30, 2005	
VENETIAN INTERACTIVE	U.S. Federal	PUBLISHED INTENT TO USE	76487939 February 6, 2003	
VENETIAN PALAZZO	U.S. Federal	PENDING INTENT TO USE	78462921 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462919 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462937 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462907 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462925 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462895 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462914 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462904 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462883 August 5, 2004	
VENETIAN PALAZZO	U.S. Federal	PUBLISHED INTENT TO USE	78462931 August 5, 2004	
VENETIAN STYLE	U.S. Federal	PUBLISHED INTENT TO USE	78954783 August 17, 2006	
VENEZIA	U.S. Federal	PUBLISHED INTENT TO USE	78234307 April 4, 2003	
VENEZIA	U.S. Federal	PUBLISHED INTENT TO USE	78234305 April 4, 2003	
VENEZIA	U.S. Federal	PUBLISHED INTENT TO USE	78234303 April 4, 2003	
THE VENETIAN	China		3395914 Dec. 6, 2002	
THE VENETIAN	China		3395913 Dec. 6, 2002	
THE VENETIAN	China		3326133 Sep. 29, 2002	

VENETIAN	China		3325824 Sep. 29, 2002	
THE VENETIAN	United Arab Emirates		43883	
VENETIAN STYLE	European Union	Pending	005320056 Sep. 1, 2006	
VENETIAN STYLE	Hong Kong	Pending	300709849 Aug. 28, 2006	
VENETIAN STYLE	Singapore	Pending	T06/18245H Sep. 1, 2006	


**Registered Trademark**

**Owner: Interface Group Nevada, Inc. DBA Sands Expo and Convention Center**

IN THE CENTER OF IT ALL! LAS VEGAS	U.S. Federal	REGISTERED	76482615 January 15, 2003	2771508 October 7, 2003
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**Trademark Application Pending**

**Owner: Interface Group Nevada, Inc. DBA Sands Expo and Convention Center**

IN THE CENTER OF IT ALL	U.S. Federal	PENDING INTENT TO USE	77065537 December 15, 2006	
STS SHOW TECH SERVICES	Nevada	RENEWED		April 15, 1996
SHOW TECH SERVICES  <small>291 West Flamingo Avenue Las Vegas, Nevada 89102</small>	Nevada	RENEWED		July 11, 1996
SANDS EXPO AND CONVENTION CENTER	Nevada	RENEWED		July 30, 1995

**Trademark Application Pending**

**Owner: Interface Group Nevada, Inc.**

WHAT HAPPENS IN VEGAS GROWS IN VEGAS AT THE SANDS	U.S. Federal	PENDING INTENT TO USE	78608355 April 13, 2005	
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