

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381361

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Partial Release Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		04/12/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	CityCenter Land, LLC		
Street Address:	3950 Las Vegas Boulevard South		
Internal Address:	c/o MGM Resorts International		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89119		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3763698	CRYSTALS	
Registration Number:	3763697	CRYSTALS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	20436-00014		
NAME OF SUBMITTER:	Stephanie S. Kann		
SIGNATURE:	/stephanie s. kann/		
DATE SIGNED:	04/20/2016		
Total Attachments: 4			
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TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT

This TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT (the “*Partial Trademark Release*”), dated as of April 12, 2016, is made by Bank of America, N.A., as administrative agent and collateral agent (in such capacity, the “*Agent*”) for the several banks and other financial institutions (the “*Lenders*”), and other agents party to the Third Amended and Restated Credit Agreement, dated as of October 16, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among CityCenter Holdings, LLC, a Delaware limited liability company (the “*Borrower*”), the Agent and the Lenders, in favor of CityCenter Land, LLC, a Nevada limited liability company (the “*Grantor*”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Credit Agreement or the Security Agreements (referenced below).

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered a Second Amended and Restated Security Agreement dated as of October 16, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*2013 Security Agreement*”) in favor of the Agent.

WHEREAS, pursuant to the Credit Agreement, the 2013 Security Agreement, that certain Security Agreement, dated as of October 3, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*2008 Security Agreement*”) and that certain Amended and Restated Security Agreement dated as of January 10, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*2011 Security Agreement*”) and, collectively with the 2013 Security Agreement and the 2008 Security Agreement, the “*Security Agreements*”), the Grantor granted to the Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain Trademarks of the Company;

WHEREAS, the 2008 Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on October 16, 2008, at Reel 3871 and Frame 0791 and the 2011 Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on January 21, 2011, at Reel 4457 and Frame 0103;

WHEREAS, the Borrower has requested that the Agent release, and the Agent, in reliance of certain representations and certifications made by the Borrower, is willing to release the entirety of, subject to the terms hereof, its security interest solely with respect to the Trademarks set forth on Schedule I hereto (the “*Released Trademarks*”); and

WHEREAS, the Agent now desires to release its security interest in and to the Released Trademarks.

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

SECTION 1. Release of Security Interest. The Agent, without representation or warranty of any kind, hereby terminates, releases and discharges the

entirety of any and all security interests granted under the Security Agreements that it may have in, to and under the Released Trademarks. Any right, title or interest of the Agent in such Released Trademarks shall hereby terminate, cease and become void. The Agent, without representation or warranty of any kind, hereby assigns, transfers and conveys any and all right, title or interest of the Agent (if any) in such Released Trademarks to the Grantor.

SECTION 2. Retained Collateral. This Partial Trademark Release is applicable only and solely with respect to the Released Trademarks and to no other Collateral arising under the Security Agreements (such other Collateral, the “*Retained Collateral*”). The Agent retains all security interests, liens, rights, titles and interests pledged and granted to the Agent under the Security Agreements with respect to all such Retained Collateral, and the Agent’s security interest, liens, rights, titles and interests in such Retained Collateral shall not, and shall not be deemed to, be impaired, interrupted or otherwise modified in any respect by this Partial Trademark Release. The 2013 Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Recordation. The Agent authorizes and requests that the Commissioner for Trademarks or any other applicable government officer record this Partial Trademark Release.

SECTION 4. Further Assurances. In each case upon the reasonable request of a Grantor and at such Grantor’s sole cost and expense, the Agent shall execute and deliver to such Grantor all further releases and other documents or take other actions reasonably necessary to effect the releases of the Agent’s security interests in the Released Trademarks in accordance with this Partial Trademark Release.

SECTION 5. Governing Law. This Partial Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Partial Trademark Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Bank of America, N.A., as Administrative Agent and Collateral Agent

By: D. W. D. R.
Name: DeWayne D. Rosse
Title: Assistant Vice President

Signature Page to the Trademark Security Partial Release Agreement

TRADEMARK
REEL: 005774 FRAME: 0933

SCHEDULE I
TO THE
TRADEMARK SECURITY PARTIAL RELEASE AGREEMENT

<u>Title</u>	<u>Registration Number</u>
Crystals	3763698
Crystals	3763697

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