

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Stratosphere Corporation		05/26/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bear Stearns Corporate Lending, Inc. (as Collateral Agent)
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2212111	BIG SHOT
Serial Number:	76521890	BIG SHOT
Registration Number:	2072685	HIGH ROLLER
Registration Number:	2696511	LUCKY'S CAFE
Registration Number:	2569824	NOBODY OFFERS YOU MORE!
Registration Number:	2520000	NOBODY OFFERS YOU MORE!
Serial Number:	76521892	PREFERRED
Registration Number:	2086400	STRATOSPHERE
Registration Number:	2086401	STRATOSPHERE
Registration Number:	2070412	
Serial Number:	76423047	THE CHAPEL IN THE CLOUDS
Serial Number:	76565398	THE CRAZY ARMADILLO OYSTER BAR
Registration Number:	2072694	TOP OF THE WORLD
Registration Number:	2826028	ULTIMATE REWARDS
Serial Number:	76565397	X SCREAM

CH \$440.00 2212111

Serial Number:	76521891	HIGH ROLLER
Registration Number:	2725446	LUCKY'S CAFE AT THE STRATOSPHERE

CORRESPONDENCE DATA

Fax Number: (212)884-8464
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-835-6164
Email: nytrademarks@piperrudnick.com
Correspondent Name: Monica P. McCabe, Esq.
Address Line 1: 1251 Avenue of the Americas
Address Line 2: 38th Floor
Address Line 4: New York, NEW YORK 10020-1104

ATTORNEY DOCKET NUMBER:	312226-1
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NAME OF SUBMITTER:	Monica P. McCabe, Esq.
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Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 26, 2004 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by the signatories hereto (the "Grantors") in favor of Bear Stearns Corporate Lending, Inc., as collateral agent (in such capacity, and together with its successors, substitutes and assigns in such capacity, the "Collateral Agent"), for the benefit of the Secured Parties. Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Pledge and Security Agreement, dated as of May 26, 2004 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), made by the Grantors and the other Persons party thereto as grantors, in favor of the Collateral Agent, for the benefit of the Secured Parties.

RECITALS:

WHEREAS, the Grantors and the Collateral Agent, among others, have entered into the Pledge and Security Agreement; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted security interests in certain property, including, without limitation, all Intellectual Property of the Grantors, to the Collateral Agent, for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. Grant of Security Interests. Subject to compliance with applicable Gaming Laws, the Grantors hereby grant (a) to the Collateral Agent, for the benefit of the Bank Secured Parties, a security interest on a first priority basis and (b) to the Collateral Agent for the benefit of the Note Secured Parties a security interest on a second priority basis in and to all of the Grantors' right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Grantors' Obligations:

(a) (i) all of its trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, internet domain names, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantors accruing thereunder or

pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the “Trademarks”);

(b) (i) all of its patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, and all certificates of invention or similar intellectual property rights, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the “Patents”);

(c) (i) all of its copyrights, whether or not the underlying works of authorship have been published, including but not limited to copyrights in software and databases, all Mask Works (as defined in 17 U.S.C. 901 of the U.S. Copyright Act) and all underlying works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (“Copyrights”);

(d) (i) all of its trade secrets and all confidential and proprietary information, including know-how, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto (collectively, the “Trade Secrets”);

(e) (i) all licenses or agreements, whether written or oral, providing for the grant by or to the Grantors of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute,

exploit and sell materials derived from any Copyright, (ii) the right to sue or otherwise recover for any and all past, present and future violations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable to the Grantors with respect thereto, and (iv) all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto; and

(f) any and all proceeds of the foregoing.

SECTION 2. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. **SUBJECT TO COMPLIANCE WITH APPLICABLE GAMING LAWS, THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement. The rights and remedies of each party hereto with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

ARIZONA CHARLIE'S, LLC

By: Denise Barton
Name: Denise Barton
Title: Senior Vice President, Chief
Financial Officer, Secretary and
Treasurer

FRESCA, LLC

By: Charlie's Holding LLC,
its sole member

By: American Casino & Entertainment
Properties LLC,
its sole member

CHARLIE'S HOLDING LLC

By: American Casino & Entertainment
Properties LLC, its sole member

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief
Executive Officer

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief
Executive Officer

AMERICAN CASINO & ENTERTAINMENT
PROPERTIES LLC

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief
Executive Officer

AMERICAN CASINO & ENTERTAINMENT
FINANCE CORP.

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief
Executive Officer

STRATOSPHERE CORPORATION

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief Executive Officer

STRATOSPHERE GAMING CORP.

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief Executive Officer

STRATOSPHERE LAND CORPORATION

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief Executive Officer

STRATOSPHERE ADVERTISING AGENCY

By: Denise Barton
Name: Denise Barton
Title: Chief Financial Officer, Secretary and Treasurer

STRATOSPHERE DEVELOPMENT, LLC

By: Stratosphere Corporation, member

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief Executive Officer

STRATOSPHERE LEASING, LLC

By: Stratosphere Corporation,
its sole member

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief Executive Officer

By: Arizona Charlie's, LLC, member

By: Denise Barton
Name: Denise Barton
Title: Senior Vice President, Chief Financial Officer, Secretary and Treasurer

By: Fresca, LLC, member

By: Charlie's Holding LLC,
its sole member

By: American Casino & Entertainment Properties LLC,
its sole member

By: Richard P. Brown
Name: Richard P. Brown
Title: President and Chief Executive Officer

COPYRIGHTS
PATENTS
TRADEMARKS

Patent and Trademark Office	Reg. Number
Big Shot (Ride)	2212111
Big Shot (Casino Services)	Pending (Application Number 76/521890)
High Roller (Ride)	2072685
High Roller (Casino Services)	Pending (Application Number 76/521891)
Lucky's Café (and design)	2696511
Lucky's Café At The Stratosphere (and design)	2725446
Nobody Offers You More! (Casino Services)	2569824
Nobody Offers You More! (Restaurant, Bar, Etc.)	2520000
Preferred (Casino Services)	Pending (Application Number 76/521892)
Stratosphere (Casino Services, Entertainment)	2086400
Stratosphere (Hotel, Restaurant, Etc.)	2086401
Stratosphere Tower Design	2070412
The Chapel In The Clouds	Published (Application Number 76/423047)
The Crazy Armadillo Oyster Bar (and design)	Pending (Application Number 76/565398)

Top Of The World	2072694
Ultimate Rewards	2826028
X Scream	Pending (Application Number 76/565397)

TRADE SECRETS

INTELLECTUAL PROPERTY LICENSES

IGT – Software License Agreement

IGT – Triple Play Poker License Agreement

IGT – Daily Royalty Game Intellectual Property License Agreement

Software license and Maintenance Agreement with Aristocrat Technologies, Inc. for casino slot system, dated June 28, 2002

Software license and Maintenance Agreement with Bally Gaming, Inc. for casino management system, dated August 21, 2002

Software license and Maintenance Agreement with Inter American Data for LMS hotel system, dated March 4, 2003.