

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W2007 Stratosphere Propco, L.P.		02/20/2008	LIMITED PARTNERSHIP: DELAWARE
W2007 Stratosphere Land Propco, L.P.		02/20/2008	LIMITED PARTNERSHIP: DELAWARE
W2007 Aquarius Propco, L.P.		02/20/2008	LIMITED PARTNERSHIP: DELAWARE
W2007 Arizona Charlie's Propco, L.P.		02/20/2008	LIMITED PARTNERSHIP: DELAWARE
W2007 Fresca Propco, L.P.		02/20/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Commercial Mortgage Capital, L.P.
Street Address:	600 East Las Colinas Blvd.
Internal Address:	Suite 450
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2212111	BIG SHOT
Registration Number:	2070412	
Registration Number:	2072685	HIGH ROLLER
Registration Number:	2696511	LUCKY'S CAFE
Registration Number:	2725446	LUCKY'S CAFE AT THE STRATOSPHERE
Registration Number:	3189387	ROMANCE AT TOP OF THE WORLD
Registration Number:	2086401	STRATOSPHERE

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Registration Number:	2086400	STRATOSPHERE
Registration Number:	2072694	TOP OF THE WORLD
Registration Number:	3054188	INSANITY THE RIDE
Registration Number:	3236531	NAGA
Registration Number:	2520000	NOBODY OFFERS YOU MORE!
Registration Number:	2569824	NOBODY OFFERS YOU MORE!
Registration Number:	3212812	STRATOSPHERE LAS VEGAS
Registration Number:	2868387	THE CHAPEL IN THE CLOUDS
Registration Number:	2982669	THE CRAZY ARMADILLO OYSTER BAR
Registration Number:	2826028	ULTIMATE REWARDS
Registration Number:	2904610	X SCREAM
Registration Number:	3345860	AQUARIUS
Registration Number:	3345861	AQUARIUS
Registration Number:	3353992	AQUARIUS
Registration Number:	3353991	AQUARIUS
Registration Number:	3290627	AQUARIUS
Registration Number:	3290626	AQUARIUS

CORRESPONDENCE DATA

Fax Number: (212)225-3999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.225.2772
Email: psen@cgsh.com
Correspondent Name: Pia M. Sen
Address Line 1: One Liberty Plaza
Address Line 2: Cleary Gottlieb Steen & Hamilton LLP
Address Line 4: New York, NEW YORK 10006

ATTORNEY DOCKET NUMBER:	26432-777
NAME OF SUBMITTER:	Pia M. Sen
Signature:	/Pia M. Sen/
Date:	02/22/2008

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated February 20, 2008, is made by W2007 Stratosphere Propco, L.P., W2007 Stratosphere Land Propco, L.P., W2007 Aquarius Propco, L.P., W2007 Arizona Charlie’s Propco, L.P., and W2007 Fresca Propco, L.P., each a Delaware limited partnership (collectively, jointly and severally, together with their permitted successors and permitted assigns, “Grantor”), in favor of Fidelity National Title Agency of Nevada, Inc., a Nevada corporation (together with its permitted successors and permitted assigns, the “Trustee”), for the benefit of Goldman Sachs Commercial Mortgage Capital, L.P., a Delaware limited partnership (together with all its successors and assigns, “Beneficiary”).

WHEREAS, Grantor has entered into a Loan Agreement dated as of February 20, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), with Beneficiary. Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, as a condition precedent to the Beneficiary making the Loan, Grantor has executed and delivered that certain Deed of Trust, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing dated February 20, 2008 for the benefit of Trustee and Beneficiary (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Deed of Trust”).

WHEREAS, under the terms of the Deed of Trust, the Grantor has granted to the Trustee, for the ratable benefit of the Beneficiary, a security interest in, among other property, the Intellectual Property (as defined in the Deed of Trust), and have agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

SECTION 1. Grant of Security. Grantor hereby grants to the Trustee for the benefit of the Beneficiary a security interest in all of the Intellectual Property (as defined in the Deed of Trust), including, without limitation, the patent and patent applications set forth on Schedule A hereto, the trademark and service mark registrations and applications, including the goodwill of the business connected with the use of, or symbolized by the foregoing, set forth in Schedule B hereto, the copyright registrations and applications set forth in Schedule C hereto and the exclusive licenses relating to the foregoing set forth in Schedule D hereto, if any (the “Collateral”). Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a grant of a security interest in any Collateral to the extent such grant would result in the forfeiture or material impairment of the Grantor’s rights in such property including, without limitation, any trademark or service mark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark or service mark,

unless and until acceptable evidence of use of such Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all Obligations (as defined in the Deed of Trust) of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, 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 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Deed of Trust. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Trustee with respect to the Collateral are more fully set forth in the Deed of Trust, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event any provision of this IP Security Agreement conflicts with a provision in the Deed of Trust, the Deed of Trust shall prevail.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


SECTION 7. Severability. If any provision of this IP Security Agreement is invalid or unenforceable, then such provision shall be given full force and effect to the fullest possible extent, and all of the remaining provisions of this IP Security Agreement shall remain in full force and effect and shall be binding on the parties hereto.

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IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

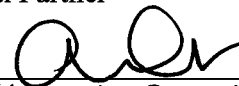
W2007 STRATOSPHERE PROPCO, L.P.,
a Delaware limited partnership

By: W2007 Stratosphere Gen-Par, L.L.C.,
its General Partner

By: 
Name: **Alexandra Ortved**
Title: **Vice President**

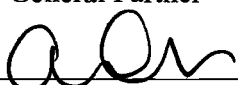
W2007 ARIZONA CHARLIE'S PROPCO, L.P.
a Delaware limited partnership

By: W2007 Arizona Charlie's Gen-Par, L.L.C.,
its General Partner

By: 
Name: **Alexandra Ortved**
Title: **Vice President**

W2007 AQUARIUS PROPCO, L.P.,
a Delaware limited partnership

By: W2007 Aquarius Gen-Par, L.L.C.,
its General Partner

By: 
Name:
Title: **Alexandra Ortved**
Vice President


W2007 STRATOSPHERE LAND PROPCO,
L.P., a Delaware limited partnership

By: W2007 Stratosphere Land Gen-Par,
L.L.C.,
its General Partner

By: 
Name: **Alexandra Ortved**
Title: **Vice President**

W2007 FRESCA PROPCO, L.P.
a Delaware limited partnership

By: W2007 Fresca Gen-Par, L.L.C.,
its General Partner

By: 
Name:
Title: **Alexandra Ortved**
Vice President

Schedule A – Patents and Patent Applications

None.

Schedule B – Trademark and Service Mark Registrations and Applications

US Trademark Registrations for W2007 Stratosphere Propco, L.P.

Mark	Registration Number	Owner
BIG SHOT	2,212,111	W2007 Stratosphere Propco, L.P.
DESIGN	2,070,412	W2007 Stratosphere Propco, L.P.
HIGH ROLLER	2,072,685	W2007 Stratosphere Propco, L.P.
LUCKY'S CAFE	2,696,511	W2007 Stratosphere Propco, L.P.
LUCKY'S CAFE AT THE STRATOSPHERE	2,725,446	W2007 Stratosphere Propco, L.P.
ROMANCE AT THE TOP OF THE WORLD	3,189,387	W2007 Stratosphere Propco, L.P.
STRATOSPHERE	2,086,401	W2007 Stratosphere Propco, L.P.
STRATOSPHERE	2,086,400	W2007 Stratosphere Propco, L.P.
TOP OF THE WORLD	2,072,694	W2007 Stratosphere Propco, L.P.
INSANITY THE RIDE	3,054,188	W2007 Stratosphere Propco, L.P.
NAGA	3,236,531	W2007 Stratosphere Propco, L.P.
NOBODY OFFERS YOU MORE!	2,520,000	W2007 Stratosphere Propco, L.P.
NOBODY OFFERS YOU MORE!	2,569,824	W2007 Stratosphere Propco, L.P.
STRATOSPHERE LAS VEGAS	3,212,812	W2007 Stratosphere Propco, L.P.
THE CHAPEL IN THE CLOUDS	2,868,387	W2007 Stratosphere Propco, L.P.
THE CRAZY ARMADILLO OYSTER BAR	2,982,669	W2007 Stratosphere Propco, L.P.

ULTIMATE REWARDS	2,826,028	W2007 Stratosphere Propco, L.P.
X SCREAM	2,904,610	W2007 Stratosphere Propco, L.P.

Nevada Trademark Registrations - W2007 Stratosphere Propco, L.P.

Mark	Registration Number	Owner
A WORLD ABOVE THE REST	SM002920284	W2007 Stratosphere Propco, L.P.
BIG SHOT	SM0290282	W2007 Stratosphere Propco, L.P.
STRATOSPHERE	SM00280675	W2007 Stratosphere Propco, L.P.
STRATOSPHERE	TM00280577	W2007 Stratosphere Propco, L.P.
STRATOSPHERE	TM00280578	W2007 Stratosphere Propco, L.P.
STRATOSPHERE	TM00280579	W2007 Stratosphere Propco, L.P.
ULTIMATE ACTION CASH	SM00350736	W2007 Stratosphere Propco, L.P.
UTLIMATE REWARDS	SM00340979	W2007 Stratosphere Propco, L.P.

US Trademark Registrations and Applications for W2007 Aquarius Propco, L.P.

Mark	Registration Number	Owner
AQUARIUS	3,345,860	W2007 Aquarius Propco, L.P.
AQUARIUS	3,345,861	W2007 Aquarius Propco, L.P.
AQUARIUS	3,353,992	W2007 Aquarius Propco, L.P.
AQUARIUS	3,353,991	W2007 Aquarius Propco, L.P.
AQUARIUS	3,290,627	W2007 Aquarius Propco, L.P.
AQUARIUS	3,290,626	W2007 Aquarius Propco, L.P.

Nevada Trademark Registrations for W2007 Arizona Charlie's Propco, L.P.

Mark	Registration Number	Owner
ARIZONA CHARLIE'S INC.	TN00210524	W2007 Arizona Charlie's Propco, L.P.
BINGO-THON	SM00240533	W2007 Arizona Charlie's Propco, L.P.
BINGO-THON (LOGO)	SM00240534	W2007 Arizona Charlie's Propco, L.P.
CHARLIE REWARDS	TM00340242	W2007 Arizona Charlie's Propco, L.P.
CHARLIE REWARDS CLUB	TN00340243	W2007 Arizona Charlie's Propco, L.P.
CHARLIE REWARDS PROGRAM	TN00340244	W2007 Arizona Charlie's Propco, L.P.
LOTTA-LOOT	SM00290569	W2007 Arizona Charlie's Propco, L.P.
NAUGHTY LADIES	TN00340475	W2007 Arizona Charlie's Propco, L.P.
PAYCHECK POKER	SM00210900	W2007 Arizona Charlie's Propco, L.P.
PRIZE POSSE	SM00300888	W2007 Arizona Charlie's Propco, L.P.
SLOTTO-DRAW	SM00210901	W2007 Arizona Charlie's Propco, L.P.

Schedule C – Copyright Registrations and Applications

Title of Work	Registration Number	Registration Date	Owner
Barbingo.	TXu-509-358	March 19, 1992	W2007 Arizona Charlie's Propco, L.P.
High roller at Stratosphere.	VAu-346-861	November 16, 1995	W2007 Stratosphere Propco, L.P.
Stratosphere Las Vegas.	VAu-331-697	September 14, 1995	W2007 Stratosphere Propco, L.P.
Stratosphere.	VAu-349-552	November 6, 1995	W2007 Stratosphere Propco, L.P.

Schedule D – Exclusive Licenses

Service Mark License Agreement, dated as of August 1, 2000, entered into by and between Arizona Charlie's, Inc. (predecessor-in-interest to W2007 Arizona Charlies Propco, LP) and Becker Gaming, Inc., whereby Becker granted Arizona Charlie's, Inc. an exclusive license to use the Trademark, ARIZONA CHARLIE'S (Reg. No. 2,213,115).