

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.		06/25/2009	LIMITED PARTNERSHIP: DELAWARE
W2007 STRATOSPHERE LAND PROPCO, L.P.		06/25/2009	LIMITED PARTNERSHIP: DELAWARE
W2007 AQUARIUS PROPCO, L.P.		06/25/2009	LIMITED PARTNERSHIP: DELAWARE
W2007 ARIZONA CHARLIE'S PROPCO, L.P.		06/25/2009	LIMITED PARTNERSHIP: DELAWARE
W2007 FRESCA PROPCO, L.P.		06/25/2009	LIMITED PARTNERSHIP: DELAWARE
W2007 ACEP FIRST MEZZANINE A BORROWER, L.P.		06/25/2009	LIMITED PARTNERSHIP: DELAWARE
W2007 ACEP FIRST MEZZANINE B BORROWER, L.P.		06/25/2009	LIMITED PARTNERSHIP: DELAWARE
AMERICAN CASINO & ENTERTAINMENT PROPERTIES LLC		06/25/2009	LIMITED LIABILITY COMPANY: DELAWARE
ARIZONA CHARLIE'S, LLC		06/25/2009	LIMITED LIABILITY COMPANY: NEVADA
FRESCA, LLC		06/25/2009	LIMITED LIABILITY COMPANY: NEVADA
AQUARIUS GAMING LLC		06/25/2009	LIMITED LIABILITY COMPANY: NEVADA
STRATOSPHERE GAMING LLC		06/25/2009	LIMITED LIABILITY COMPANY: NEVADA

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK
Composed Of:	COMPOSED OF for the benefit of GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P.
Street Address:	85 Broad Street
Internal Address:	c/o Whitehall Street Global Real Estate Limited Partnership 2007, c/o Goldman, Sachs & Co.

OP \$990.00 2212111

City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	national banking association:

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2212111	BIG SHOT
Registration Number:	3054188	INSANITY THE RIDE
Registration Number:	2070412	
Registration Number:	2696511	LUCKY'S CAFE
Registration Number:	2725446	LUCKY'S CAFE AT THE STRATOSPHERE
Registration Number:	3236531	NAGA
Registration Number:	2520000	NOBODY OFFERS YOU MORE!
Registration Number:	3189387	ROMANCE AT TOP OF THE WORLD
Serial Number:	77561619	STRAT
Serial Number:	77561622	STRAT
Serial Number:	77561627	STRAT
Serial Number:	77561632	STRAT
Serial Number:	77561614	STRAT
Serial Number:	77561636	STRAT
Serial Number:	75012392	STRATOSPHERE
Serial Number:	75012393	STRATOSPHERE
Registration Number:	3212812	STRATOSPHERE LAS VEGAS
Registration Number:	2868387	THE CHAPEL IN THE CLOUDS
Registration Number:	2982669	THE CRAZY ARMADILLO OYSTER BAR
Serial Number:	77561661	THE STRAT
Serial Number:	77561666	THE STRAT
Serial Number:	77561670	THE STRAT
Serial Number:	77561672	THE STRAT
Serial Number:	77561656	THE STRAT
Serial Number:	77561675	THE STRAT
Serial Number:	75012390	TOP OF THE WORLD
Registration Number:	2826028	ULTIMATE REWARDS
Registration Number:	2904610	X SCREAM

Registration Number:	3290626	AQUARIUS
Registration Number:	3446781	AQUARIUS
Registration Number:	3433077	AQUARIUS
Registration Number:	3345860	AQUARIUS
Registration Number:	3345861	AQUARIUS
Registration Number:	3290627	AQUARIUS
Registration Number:	3353991	AQUARIUS
Registration Number:	3353992	AQUARIUS
Serial Number:	78840480	AQUARIUS CASINO HOTEL
Serial Number:	78840482	AQUARIUS CASINO HOTEL
Serial Number:	78840487	AQUARIUS

CORRESPONDENCE DATA

Fax Number: (212)225-3999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-225-3197
Email: dnicholson@cgsh.com
Correspondent Name: Ms. Denise Nicholson
Address Line 1: One Liberty Plaza, 41st Floor
Address Line 2: Cleary Gottlieb Steen & Hamilton
Address Line 4: New York, NEW YORK 10006

ATTORNEY DOCKET NUMBER:	26432-777
NAME OF SUBMITTER:	Denise Nicholson
Signature:	/s/Denise Nicholson
Date:	07/02/2009

Total Attachments: 11
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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 June 25, 2009, 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., W2007 FRESCA PROPCO, L.P., W2007 ACEP FIRST MEZZANINE A BORROWER, L.P., W2007 ACEP FIRST MEZZANINE B BORROWER, L.P., each a Delaware limited partnership, AMERICAN CASINO & ENTERTAINMENT PROPERTIES LLC, a Delaware limited liability company, ARIZONA CHARLIE’S, LLC, FRESCA, LLC, AQUARIUS GAMING LLC, STRATOSPHERE GAMING LLC, each a Nevada limited liability company, (collectively, jointly and severally, together with their permitted successors and permitted assigns, “Grantor”), in favor of WELLS FARGO BANK, N.A., a national banking association, (together with its permitted successors and assigns, “Collateral Agent”), for the benefit of GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P., a Delaware limited partnership, together with each other “Lender” from time to time holding any portion of the Loan (collectively, together with all their respective successors and assigns, “Beneficiary”).

WHEREAS, Grantor has entered into a Loan Agreement, dated as of June 25, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), with Beneficiary, Collateral Agent, and Administrative Agent. 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 June 25, 2009 for the benefit of Collateral Agent 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 Collateral Agent, 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 has 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 Collateral Agent 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. Concerning the Agent; Applicability of the Loan Agreement. Wells Fargo Bank, N.A. is entering into this Agreement not in its individual capacity, but solely as Collateral Agent under the Loan Agreement. In performing any acts hereunder, the Collateral Agent shall take direction from the Borrower and the Required Lenders, as the case may be, pursuant to the applicable terms of the Loan Agreement. Notwithstanding any other provision of this Agreement, in connection with its obligations hereunder, the Collateral Agent has all of the rights, powers, privileges, exculpations, protections and indemnities as are provided for or referred to in the Loan Agreement.

SECTION 5. 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 6. 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 Collateral Agent, Administrative Agent and Trustee named in the Deed of Trust 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.

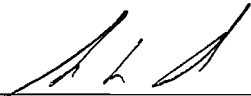
SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 8. 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.

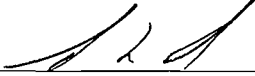
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IN WITNESS WHEREOF, Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERICAN CASINO & ENTERTAINMENT PROPERTIES LLC, a Delaware limited liability company

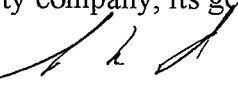
By: 
Name:
Title: Steven Angel
Authorized Signatory

W2007 ACEP FIRST MEZZANINE A BORROWER, L.P., a Delaware limited partnership

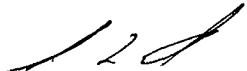
By: W2007 ACEP FIRST MEZZANINE A GEN-PAR, L.L.C., a Delaware limited liability company, its general partner
By: 
Name:
Title: Steven Angel
Authorized Signatory

W2007 ACEP FIRST MEZZANINE B BORROWER, L.P., a Delaware limited partnership

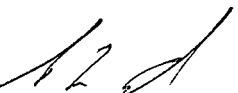
By: W2007 ACEP FIRST MEZZANINE B GEN-PAR, L.L.C., a Delaware limited liability company, its general partner

By: 
Name:
Title: Steven Angel
Authorized Signatory

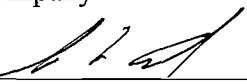
ARIZONA CHARLIE'S, LLC, a Nevada limited liability company

By: 
Name:
Steven Angel
Authorized Signatory

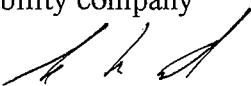
FRESCA, LLC, a Nevada limited liability company

By: 
Name:
Title: Steven Angel
Authorized Signatory

AQUARIUS GAMING LLC, a Nevada limited liability company

By: 
Name:
Title: Steven Angel
Authorized Signatory

STRATOSPHERE GAMING LLC, a Nevada limited liability company

By: 
Name:
Title: Steven Angel
Authorized Signatory

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


By: W2007 AQUARIUS GEN-PAR, L.L.C., a Delaware limited liability company, its general partner

By:  _____

Name:
Title: Steven Angel
Authorized Signatory

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

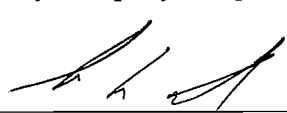
By: W2007 STRATOSPHERE GEN-PAR, L.L.C., a Delaware limited liability company, its general partner

By:  _____

Name:
Title: Steven Angel
Authorized Signatory

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

By: W2007 STRATOSPHERE LAND GEN-PAR, L.L.C., a Delaware limited liability company, its general partner

By:  _____

Name:
Title: Steven Angel
Authorized Signatory

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

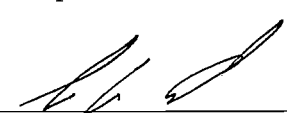
By: W2007 ARIZONA CHARLIE'S GEN-PAR, L.L.C., a Delaware limited liability company, its general partner

By:  _____

Name:
Steven Angel
Authorized Signatory

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

By: W2007 FRESCA GEN-PAR, L.L.C., a Delaware limited liability company, its general partner

By:  _____

Name:
Title: Steven Angel
Authorized Signatory

Schedule A – Patents and Patent Applications

None.

Schedule B – Trademark and Service Mark Registrations and Applications

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
A WORLD ABOVE THE REST	Nevada	Registered			SM00290284	8/8/96
BIG SHOT	United States of America	Registered	75/145568	8/5/96	2212111	12/22/98
BIG SHOT	Nevada	Registered			SM00290282	8/8/96
INSANITY THE RIDE & Design	United States of America	Registered	78/537623	12/23/04	3054188	1/31/06
LOGO	United States of America	Registered	74/676248	5/15/95	2070412	6/10/97
LUCKY'S CAFE & Design	United States of America	Registered	76/291439	7/27/01	2696511	3/11/03
LUCKY'S CAFE AT THE STRATOSPHERE & Design	United States of America	Abandoned	76/291440	7/27/01	2725446	6/10/03
NAGA	United States of America	Registered	78/810327	2/8/06	3236531	5/1/07
NAKED CITY	United States of America	Unfiled				
NOBODY OFFERS YOU MORE! - 42	United States of America	Registered	76/230888	3/26/01	2520000	12/18/01
ROMANCE AT TOP OF THE WORLD	United States of America	Registered	78/812034	2/10/06	3189387	12/26/06
STRAT - 16	United States of America	Published	77/561619	9/3/08		
STRAT - 18	United States of America	Published	77/561622	9/3/08		
STRAT - 21	United States of America	Published	77/561627	9/3/08		
STRAT - 25	United States of America	Published	77/561632	9/3/08		
STRAT - 41	United States of America	Published	77/561614	9/3/08		
STRAT - 43	United States of America	Published	77/561636	9/3/08		
STRATOSPHERE	Nevada	Registered			SM00280675	12/6/95
STRATOSPHERE	Nevada	Registered			TM00280577	11/8/95
STRATOSPHERE - 41	United States of America	Registered	75/012392	10/25/95	2086400	8/5/97

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
STRATOSPHERE - 42	United States of America	Registered	75/012393	10/25/95	2086401	8/5/97
STRATOSPHERE & Design (Tower)	Nevada	Registered			TM00280579	11/8/95
STRATOSPHERE & Design (Tower)	Nevada	Registered			TM00280578	11/8/95
STRATOSPHERE LAS VEGAS & Design	United States of America	Registered	78/810435	2/8/06	3212812	2/27/07
THE CHAPEL IN THE CLOUDS	United States of America	Registered	76/423047	6/17/02	2868387	8/3/04
THE CRAZY ARMADILLO OYSTER BAR & Design	United States of America	Registered	76/565398	12/3/03	2982669	8/9/05
THE STRAT - 16	United States of America	Published	77/561661	9/3/08		
THE STRAT - 18	United States of America	Published	77/561666	9/3/08		
THE STRAT - 21	United States of America	Published	77/561670	9/3/08		
THE STRAT - 25	United States of America	Published	77/561672	9/3/08		
THE STRAT - 41	United States of America	Published	77/561656	9/3/08		
THE STRAT - 43	United States of America	Published	77/561675	9/3/08		
TOP OF THE WORLD	United States of America	Registered	75/012390	10/25/95	2072694	6/17/97
TOWER PIZZERIA	Nevada	Registered		2/26/09	E0114012009-1	2/26/09
ULTIMATE ACTION CASH	Nevada	Registered			SM00350736	8/13/03
ULTIMATE REWARDS	United States of America	Registered	76/426101	6/28/02	2826028	3/23/04
ULTIMATE REWARDS	Nevada	Registered			SM00340979	8/30/02
X SCREAM	United States of America	Registered	76/565397	12/3/03	2904610	11/23/04
ARIZONA CHARLIE'S INC.	Nevada	Registered			TN00210524	1/21/98
BINGO-THON	Nevada	Registered			SM00240533	7/1/01
BINGO-THON (Stylized)	Nevada	Registered			SM00240534	7/1/01
CHARLIE REWARDS	Nevada	Registered			TM00340242	9/19/01
CHARLIE REWARDS CLUB	Nevada	Registered			TN00340243	9/19/01

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
CHARLIE REWARDS PROGRAM	Nevada	Registered			TN00340244	9/19/01
LOTTA-LOOT	Nevada	Registered			SM0029569	11/20/96
NAUGHTY LADIES	Nevada	Registered			TN00340475	1/29/02
PAYCHECK POKER	Nevada	Registered			SM0021900	7/26/88
POINT POSSE	Nevada	Abandoned			SM00300111	6/30/97
PRIZE POSSE & Design	Nevada	Registered			SM00300888	4/13/98
AQUARIUS - 18	United States of America	Registered	78/840501	3/17/06	3290626	9/11/07
AQUARIUS - 35	United States of America	Registered	78/840494	3/17/06	3446781	6/10/08
AQUARIUS - 41	United States of America	Registered	78/840491	3/17/06	3433077	5/20/08
AQUARIUS - 43	United States of America	Registered	78/840469	3/17/06	3345860	11/27/07
AQUARIUS - 43	United States of America	Registered	78/840488	3/17/06	3345861	11/27/07
AQUARIUS - 44	United States of America	Published	78/840487	3/17/06		
AQUARIUS - 6	United States of America	Registered	78/840511	3/17/06	3290627	9/11/07
AQUARIUS & Design - 41	United States of America	Registered	78/840473	3/17/06	3353991	12/11/07
AQUARIUS & Design - 43	United States of America	Registered	78/840475	3/17/06	3353992	12/11/07
AQUARIUS, CASINO, HOTEL & Design - 41	United States of America	Published	78/840480	3/17/06		
AQUARIUS, CASINO, HOTEL & Design - 43	United States of America	Published	78/840482	3/17/06		

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).