

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame #4016/0489

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A.		08/14/2009	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	W2007 STRATOSPHERE PROPCO, L.P.
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	W2007 STRATOSPHERE LAND PROPCO, L.P.
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	W2007 AQUARIUS PROPCO, L.P.
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

OP \$990.00 74676248

Name:	W2007 ARIZONA CHARLIE'S PROPCO, L.P.
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	W2007 FRESCA PROPCO, L.P.
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	W2007 ACEP FIRST MEZZANINE A BORROWER, L.P.
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	W2007 ACEP FIRST MEZZANINE B BORROWER, L.P.
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	AMERICAN CASINO & ENTERTAINMENT PROPERTIES LLC
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK

State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	ARIZONA CHARLIE'S, LLC
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

Name:	FRESCA, LLC
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

Name:	AQUARIUS GAMING LLC
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

Name:	STRATOSPHERE GAMING LLC
Street Address:	85 BROAD STREET
Internal Address:	C/O WHITEHALL STREET GLOBAL REAL ESTATE LIMITED PARTNERSHIP 2007, C/O GOLDMAN, SACHS & CO.
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	74676248	
Serial Number:	75012390	TOP OF THE WORLD
Serial Number:	75012392	STRATOSPHERE
Serial Number:	75012393	STRATOSPHERE
Serial Number:	75145568	BIG SHOT
Serial Number:	76230888	NOBODY OFFERS YOU MORE!
Serial Number:	76291439	LUCKY'S CAFE
Serial Number:	76291440	LUCKY'S CAFE AT THE STRATOSPHERE
Serial Number:	76423047	THE CHAPEL IN THE CLOUDS
Serial Number:	76426101	ULTIMATE REWARDS
Serial Number:	76565397	X SCREAM
Serial Number:	76565398	THE CRAZY ARMADILLO OYSTER BAR
Serial Number:	77561614	STRAT
Serial Number:	77561619	STRAT
Serial Number:	77561622	STRAT
Serial Number:	77561627	STRAT
Serial Number:	77561632	STRAT
Serial Number:	77561636	STRAT
Serial Number:	77561656	THE STRAT
Serial Number:	77561661	THE STRAT
Serial Number:	77561666	THE STRAT
Serial Number:	77561670	THE STRAT
Serial Number:	77561672	THE STRAT
Serial Number:	77561675	THE STRAT
Serial Number:	78537623	INSANITY THE RIDE
Serial Number:	78810327	NAGA
Serial Number:	78810435	STRATOSPHERE LAS VEGAS
Serial Number:	78812034	ROMANCE AT TOP OF THE WORLD
Serial Number:	78840469	AQUARIUS
Serial Number:	78840473	AQUARIUS
Serial Number:	78840475	AQUARIUS
Serial Number:	78840480	AQUARIUS CASINO HOTEL
Serial Number:	78840482	AQUARIUS CASINO HOTEL
Serial Number:	78840487	AQUARIUS

Serial Number:	78840488	AQUARIUS
Serial Number:	78840491	AQUARIUS
Serial Number:	78840494	AQUARIUS
Serial Number:	78840501	AQUARIUS
Serial Number:	78840511	AQUARIUS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins, Attn: Julie Dalke
 Address Line 1: 650 Town Center Dr, 20th fl
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-1027
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	08/14/2009

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT (the "**IP Security Release**") is made as of August 14, 2009, by Wells Fargo Bank, N.A., solely in its capacity as Collateral Agent (together with its permitted successors and assigns, the "**Collateral Agent**") for the benefit of Goldman Sachs Commercial Mortgage Capital, L.P. (together with each other Lender (as defined in the Loan Agreement described below) from time to time holding any portion of the Loan (as defined in the Loan Agreement), collectively, with all their respective successors and assigns, "**Beneficiary**"), in favor of 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 located at 85 Broad Street, c/o Whitehall Street Global Real Estate Limited Partnership 2007, c/o Goldman, Sachs Co., New York, New York 10004, American Casino Entertainment Properties LLC, a Delaware limited liability company located at 85 Broad Street, c/o Whitehall Street Global Real Estate Limited Partnership 2007, c/o Goldman, Sachs Co., New York, New York 10004, Arizona Charlie's, LLC, Fresca, LLC, Aquarius Gaming LLC and Stratosphere Gaming LLC, each a Nevada limited liability company located at 85 Broad Street, c/o Whitehall Street Global Real Estate Limited Partnership 2007, c/o Goldman, Sachs Co., New York, New York 10004 (collectively, jointly and severally, together with their permitted successors and permitted assigns, "**Grantor**") All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Loan Agreement.

WHEREAS, Grantor 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;

WHEREAS, as a condition precedent to the Beneficiary making of the Loan under the Loan Agreement, Grantor has executed and delivered (i) 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**"), and (ii) that certain Intellectual Property Security Agreement dated as of June 25, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") pursuant to which Deed of Trust and IP Security Agreement the Grantor granted to the Collateral Agent, for the ratable benefit of the Beneficiary, a security interest in, among other property, the Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on July 2, 2009 at Reel 4016 and Frame 0489 and with the United States Copyright Office on July 10, 2009 in Volume 4355 and Document No. 200; and

WHEREAS, the Collateral Agent, on behalf of itself and Beneficiary, has been instructed to release its security interest in and to the Grantor's right, title and interest in and to the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Grantor hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent hereby absolutely, unconditionally and irrevocably terminates and releases in its entirety its security interest in all of Grantor's right, title and interest in and to all of the Intellectual Property (as defined in the Deed of Trust), including, without limitation, 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 A hereto, the copyright registrations and applications set forth in Schedule B hereto, and the exclusive licenses relating to the foregoing set forth in Schedule C hereto (the "Collateral"). The Collateral Agent hereby assigns, transfers and sets over to the Grantor all right, title and interest that Collateral Agent and its predecessors, successors and assigns may have in or to the Intellectual Property (as defined in the Deed of Trust) pursuant to the IP Security Agreement or the Deed of Trust, together with the goodwill of the business symbolized by any trademark and service mark registrations and applications included therein.

SECTION 2. Recordation. The Collateral Agent hereby authorizes and requests that the Commissioner for Trademarks, the Register of Copyrights and any other applicable government officer record this IP Security Release. The Collateral Agent hereby represents and warrants that it has full authority to execute and deliver this IP Security Release on behalf of itself and Beneficiary. Except as set forth in the preceding sentence, the Collateral Agent is executing this instrument based on the request of the Grantor and Lender, dated August 14, 2009 and without any recourse, representation warranty or liability whatsoever.

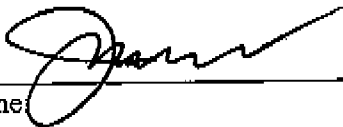
SECTION 3. Further Assurances. The Beneficiary agrees to execute, or shall cause the Collateral Agent to execute (which Collateral Agent agrees to do as directed by Beneficiary), and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably requests, at Grantor's cost and expense, in order to confirm, effect and record this IP Security Release and confirm Grantor's right, title, and interest in and to the Collateral.

SECTION 4. Execution in Counterparts. This IP Security Release may be executed and delivered (including by facsimile transmission) 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. Governing Law. This IP Security Release shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this IP Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

WELLS FARGO BANK, N.A., as
Collateral Agent

By: 
Name: _____
Title:

GOLDMAN SACHS MORTGAGE COMPANY, as
a successor in interest to Goldman Sachs
Commercial Mortgage Capital, L.P.

By: Goldman Sachs Real Estate Funding Corp.,
its general partner

By: _____
Name:
Title:

IP Release

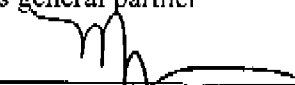
IN WITNESS WHEREOF, the parties hereto have caused this IP Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

WELLS FARGO BANK, N.A., as
Collateral Agent

By: _____
Name:
Title:

GOLDMAN SACHS MORTGAGE COMPANY, as
a successor in interest to Goldman Sachs
Commercial Mortgage Capital, L.P.

By: Goldman Sachs Real Estate Funding Corp.,
its general partner

By:  _____
Name: Mark J. Buono
Title: Vice Pres. Lt

Schedule A
Trademarks

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

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
STRATOSPHERE	Nevada	Registered			TM00280577	11/8/95
STRATOSPHERE - 41	United States of America	Registered	75/012392	10/25/95	2086400	8/5/97
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

Trademark	Country	Status	Application Number	Application Date	Registration Number	Registration Date
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
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 B

Copyrights

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 C

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).