

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------------------|
| American Casino & Entertainment Properties LLC | | 07/03/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Deutsche Bank AG New York Branch, as Collateral Agent |
| Street Address: | 60 Wall Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10005 |
| Entity Type: | banking corporation: GERMANY |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|----------------------|----------|---------------------|
| Serial Number: | 77826927 | ACEPLAY |
| Serial Number: | 77826850 | ACEPLAY |
| Registration Number: | 3824189 | ACE PLAY |
| Registration Number: | 3859348 | ACEPLAY |
| Registration Number: | 3711903 | GIFTS WORTH GETTING |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|--------------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 049646-0143 |
|--------------------------------|-------------|

OP \$140.00 77826927

| | |
|--|-----------------|
| NAME OF SUBMITTER: | Rhonda DeLeon |
| Signature: | /Rhonda DeLeon/ |
| Date: | 07/03/2013 |
| Total Attachments: 11 source=Executed - 2nd Lien TM Security Agr#page1.tif source=Executed - 2nd Lien TM Security Agr#page2.tif source=Executed - 2nd Lien TM Security Agr#page3.tif source=Executed - 2nd Lien TM Security Agr#page4.tif source=Executed - 2nd Lien TM Security Agr#page5.tif source=Executed - 2nd Lien TM Security Agr#page6.tif source=Executed - 2nd Lien TM Security Agr#page7.tif source=Executed - 2nd Lien TM Security Agr#page8.tif source=Executed - 2nd Lien TM Security Agr#page9.tif source=Executed - 2nd Lien TM Security Agr#page10.tif source=Executed - 2nd Lien TM Security Agr#page11.tif | |

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Notwithstanding anything herein to the contrary, the lien and security interest granted to Deutsche Bank AG New York Branch pursuant to this Agreement and the exercise of any right or remedy by Deutsche Bank AG New York Branch hereunder are subject to the provisions of the Intercreditor Agreement, dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Deutsche Bank AG New York Branch, as Initial First Lien Representative and Initial First Lien Collateral Agent, Deutsche Bank AG New York Branch, as Initial Second Lien Representative and Initial Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 3, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **DEUTSCHE BANK AG NEW YORK BRANCH**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Second Lien Pledge and Security Agreement dated as of July 3, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers and designs, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties,

income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 5. Counterparts

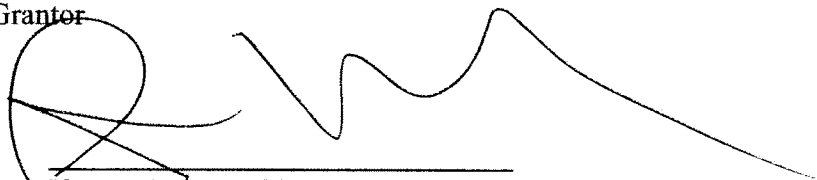
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

W2007 ARIZONA CHARLIE'S PROPCO, L.P.,
as Grantor

By:

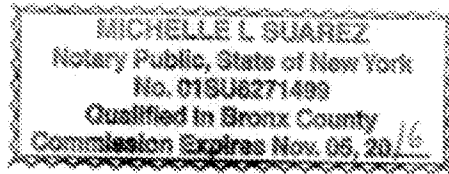

Name: Peter Weidman
Title: Authorized Signatory

STATE OF New York)
COUNTY OF Bronx) ss.:

On this 3rd day of July, 2013, before me personally appeared Peter Weidman, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Michelle L. Suarez
Notary Public

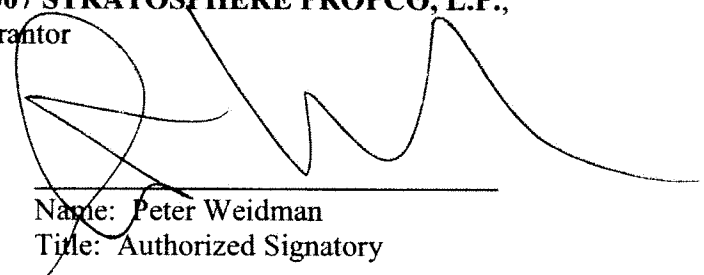
My commission expires: November 5, 2016



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

W2007 STRATOSPHERE PROPCO, L.P.,
as Grantor

By:

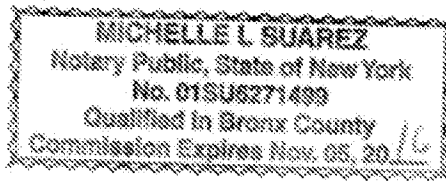

Name: Peter Weidman
Title: Authorized Signatory

STATE OF New York)
COUNTY OF Bronx) ss.:

On this 3rd day of July, 2013, before me personally appeared Peter Weidman, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.

Michelle L. Suarez
Notary Public

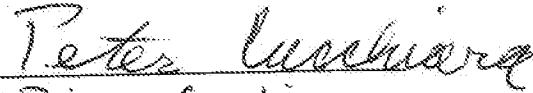
My commission expires: November 5, 2016



Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: Mary Kay Coyle
Title: Managing Director



By: 
Name: Peter Cucchiara
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]



TRADEMARK
REEL: 005063 FRAME: 0904

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor: American Casino and Entertainment Properties, LLC

| Mark | Application No. Filing Date | Registration No. Registration Date | Status |
|---|--------------------------------|---------------------------------------|-------------|
| ACE PLAY | 77826927 15-SEP-2009 | | Pending. |
| ACEPLAY | 77826850 15-SEP-2009 | | Pending. |
|  | 77853232 20-OCT-2009 | 3824189 27-JUL-2010 | Registered. |
|  | 77853236 20-OCT-2009 | 3859348 12-OCT-2010 | Registered. |
| GIFTS WORTH GETTING | 77721233 23-APR-2009 | 3711903 17-NOV-2009 | Registered. |




Grantor: W2007 Aquarius Propco, L.P.



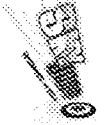


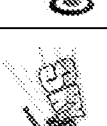
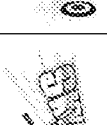
| Mark | Application No. Filing Date | Registration No. Registration Date | Status |
|---|--------------------------------|---------------------------------------|-------------|
| AQUARIUS | 78840511 17-MAR-2006 | 3290627 11-SEP-2007 | Registered. |
| AQUARIUS | 78840501 17-MAR-2006 | 3290626 11-SEP-2007 | Registered. |
| AQUARIUS | 78840494 17-MAR-2006 | 3446781 10-JUN-2008 | Registered. |
| AQUARIUS | 77836705 28-SEP-2009 | 3884906 07-DEC-2010 | Registered. |
| AQUARIUS | 78840491 17-MAR-2006 | 3433077 20-MAY-2008 | Registered. |
| AQUARIUS | 78840488 17-MAR-2006 | 3345861 27-NOV-2007 | Registered. |
| AQUARIUS | 78840469 17-MAR-2006 | 3345860 27-NOV-2007 | Registered. |
|  | 78840473 17-MAR-2006 | 3353991 11-DEC-2007 | Registered. |
|  | 78840475 17-MAR-2006 | 3353992 11-DEC-2007 | Registered. |


Grantor: W2007 Arizona Charlie's Propco, L.P.

| Mark | Application No. Filing Date | Registration No. Registration Date | Status |
|---|--------------------------------|---------------------------------------|-------------|
| ARIZONA CHARLIE'S | 77799694 07-AUG-2009 | 3830627 10-AUG-2010 | Registered. |
| BUILT FOR THE GAMBLER | 85610982 27-APR-2012 | 4261099 18-DEC-2012 | Registered. |
| RON'S STEAKHOUSE | 85201077 17-DEC-2010 | 4002323 26-JUL-2011 | Registered. |
|  | 85201116 17-DEC-2010 | 4107597 06-MAR-2012 | Registered. |

Grantor: W2007 Stratosphere Propco, L.P.

| Mark | Application No. Filing Date | Registration No. Registration Date | Status Comments |
|---|--------------------------------|---------------------------------------|--------------------|
| AIR BAR | 77938035 17-FEB-2010 | 3953282 03-MAY-2011 | Registered. |
| BIG SHOT | 75145568 05-AUG-1996 | 2212111 22-DEC-1998 | Registered. |
|  | 74676248 15-MAY-1995 | 2070412 10-JUN-1997 | Registered. |
|  | 78537623 23-DEC-2004 | 3054188 31-JAN-2006 | Registered. |
|  | 76291439 27-JUL-2001 | 2696511 11-MAR-2003 | Registered. |
| NAGA | 78810327 08-FEB-2006 | 3236531 01-MAY-2007 | Registered. |
| ROMANCE AT TOP OF THE WORLD | 78812034 10-FEB-2006 | 3189387 26-DEC-2006 | Registered. |
| SKYJUMP | 85053118 02-JUN-2010 | 4112461 13-MAR-2012 | Registered. |
| SKYJUMP | 85046721 24-MAY-2010 | 4206458 11-SEP-2012 | Registered. |
| SKYJUMP | 85046662 24-MAY-2010 | 4206455 11-SEP-2012 | Registered. |
| SKYJUMP | 85046250 24-MAY-2010 | 3996211 19-JUL-2011 | Registered. |
| SKYJUMP LAS VEGAS | 85053124 02-JUN-2010 | 4222329 09-OCT-2012 | Registered. |

| Mark | Application No. Filing Date | Registration No. Registration Date | Status Comments |
|---|--------------------------------|---------------------------------------|--------------------|
| SKYJUMP LAS VEGAS | 85046691 24-MAY-2010 | 4206457 11-SEP-2012 | Registered. |
| SKYJUMP LAS VEGAS | 85046247 24-MAY-2010 | 3996210 19-JUL-2011 | Registered. |
|  | 85053130 02-JUN-2010 | 4206472 11-SEP-2012 | Registered. |
|  | 85046673 24-MAY-2010 | 4206456 11-SEP-2012 | Registered. |
|  | 85046244 24-MAY-2010 | 3996209 19-JUL-2011 | Registered. |
|  | 77931584 09-FEB-2010 | 4112333 13-MAR-2012 | Registered. |
|  | 77931526 09-FEB-2010 | 4283310 29-JAN-2013 | Registered. |
|  | 77931465 09-FEB-2010 | 4109369 06-MAR-2012 | Registered. |
|  | 77931375 09-FEB-2010 | 4109368 06-MAR-2012 | Registered. |
|  | 77931411 09-FEB-2010 | 4112332 13-MAR-2012 | Registered. |
|  | 77931478 09-FEB-2010 | 4096640 07-FEB-2012 | Registered. |
| STRATOSPHERE | 75012392 25-OCT-1995 | 2086400 05-AUG-1997 | Registered. |
| STRATOSPHERE | 75012393 25-OCT-1995 | 2086401 05-AUG-1997 | Registered. |

| Mark | Application No. Filing Date | Registration No. Registration Date | Status Comments |
|---|--------------------------------|---------------------------------------|--------------------|
|  | 78810435 08-FEB-2006 | 3212812 27-FEB-2007 | Registered. |
| THE CHAPEL IN THE CLOUDS | 76423047 17-JUN-2002 | 2868387 03-AUG-2004 | Registered. |
| TOP OF THE WORLD | 75012390 25-OCT-1995 | 2072694 17-JUN-1997 | Registered. |
| ULTIMATE REWARDS | 76426101 28-JUN-2002 | 2826028 23-MAR-2004 | Registered. |
| X SCREAM | 76565397 03-DEC-2003 | 2904610 23-NOV-2004 | Registered. |