

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
W2007 Aquarius Propco, L.P.		07/03/2013	LIMITED PARTNERSHIP: 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: 9			
Property Type	Number	Word Mark	
Registration Number:	3290627	AQUARIUS	
Registration Number:	3290626	AQUARIUS	
Registration Number:	3446781	AQUARIUS	
Registration Number:	3884906	AQUARIUS	
Registration Number:	3433077	AQUARIUS	
Registration Number:	3345861	AQUARIUS	
Registration Number:	3345860	AQUARIUS	
Registration Number:	3353991	AQUARIUS	
Registration Number:	3353992	AQUARIUS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		

OP \$240.00 3290627

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

NAME OF SUBMITTER: Rhonda DeLeon

Signature: /Rhonda DeLeon/

Date: 07/03/2013

Total Attachments: 11
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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

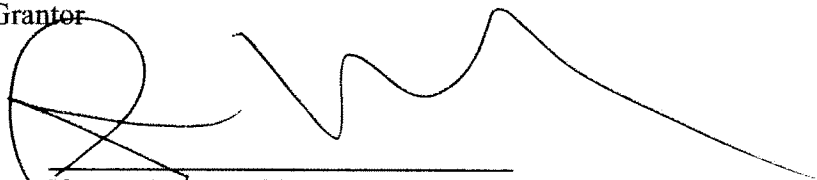
This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[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:

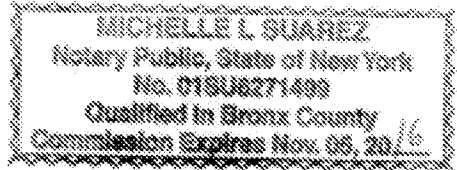

Name: Peter Weidman
Title: Authorized Signatory

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

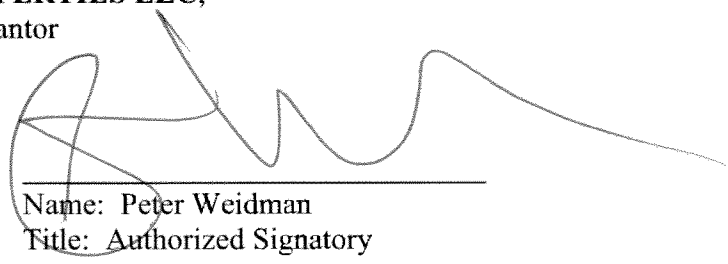
My commission expires: November 5, 2016



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.

**AMERICAN CASINO & ENTERTAINMENT
PROPERTIES LLC,**
as Grantor

By:

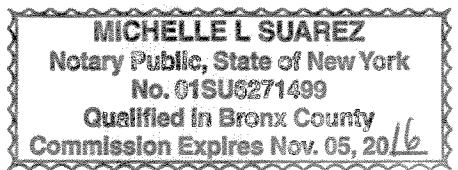

Name: Peter Weidman
Title: Authorized Signatory

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

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 AQUARIUS PROPCO, L.P.,
as Grantor

By: _____

Name: Peter Weidman
Title: Authorized Signatory

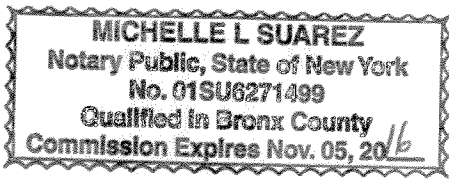
STATE OF New York)
 : ss.:
COUNTY OF Bronx)

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

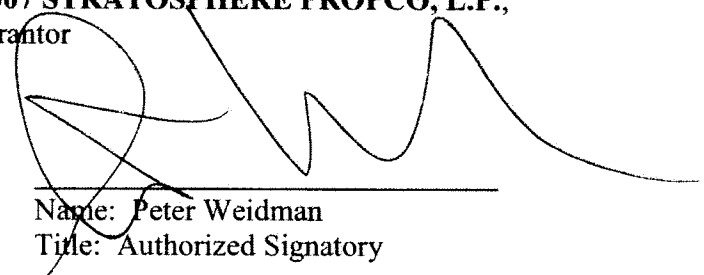
My commission expires: November 5, 2016



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:

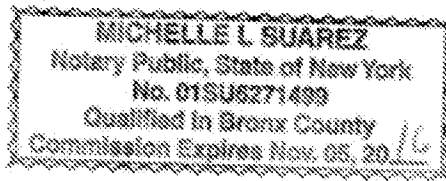

Name: Peter Weidman
Title: Authorized Signatory

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

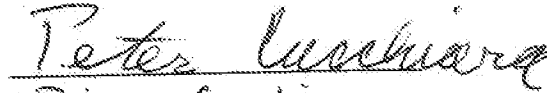
My commission expires: November 5, 2016



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: 0924

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.
 ACE PLAY	77853232 20-OCT-2009	3824189 27-JUL-2010	Registered.
 ACE PLAY	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.


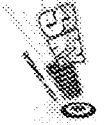
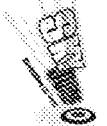


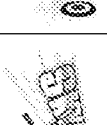
Mark	Application No. Filing Date	Registration No. Registration Date	Status
AQUARIUS	78840511 17-MAR-2006	3290627 11-SEP-2007	Registered.
AQUARIUS	78840501 17-MAR-2006	3290626 11-SEP-2007	Registered.
AQUARIUS	78840494 17-MAR-2006	3446781 10-JUN-2008	Registered.
AQUARIUS	77836705 28-SEP-2009	3884906 07-DEC-2010	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.
 AQUARIUS	78840473 17-MAR-2006	3353991 11-DEC-2007	Registered.
 AQUARIUS	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.