

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P.		06/25/2009	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

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:	DELAWARE
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
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: 212-225-3197  
 Email: dnicholson@cgsh.com  
 Correspondent Name: Ms. Denise Nicholson  
 Address Line 1: One Liberty Plaza, 41st Floor

OP \$165.00 3345860

**900137798**

**TRADEMARK  
 REEL: 004016 FRAME: 0408**

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: 7  
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks (this “**Release**”) is granted on June 25, 2009, by Goldman Sachs Commercial Mortgage Capital, L.P., a Delaware limited partnership (together with all its successors and assigns, “**Beneficiary**”) on behalf of itself and Fidelity National Title Agency of Nevada, Inc., a Nevada corporation (together with its permitted successors and permitted assigns, “**Trustee**”), 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., and W2007 Fresca Propco, L.P., each a Delaware limited partnership, with their principal place of business 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, the “**Releasees**”).

**W I T N E S S E T H :**

WHEREAS, on February 20, 2008, Trustee, for the benefit of Beneficiary, entered into an Intellectual Property Security Agreement with the Releasees, which was recorded with the U.S. Patent and Trademark Office (the “**USPTO**”) on February 22, 2008, at Reel/Frame 3722/0827 (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Beneficiary, through Trustee, received a security interest in the Collateral (as defined in the Security Agreement), including, without limitation, those trademark licenses, trademark registrations and applications for trademark registrations set forth on Schedule A hereto (hereinafter all of the foregoing trademarks, trademark licenses, trademark registrations and applications for trademark registrations, collectively, the “**Trademarks**”);

WHEREAS, Beneficiary, on behalf of itself and Trustee, desires to release any and all security interests, and any other lien, it has in the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Beneficiary, on behalf of itself and Trustee, hereby agrees as follows:

1. Beneficiary, on behalf of itself and Trustee, hereby absolutely, unconditionally and irrevocably releases, terminates and forever discharges each security interest in the Trademarks that was granted to Trustee, for the benefit of Beneficiary under the Security Agreement, and any and all other security interests or liens that Beneficiary, Trustee, or their predecessors, successors and assigns may have in or to the Trademarks under the Security Agreement.

2. Beneficiary, on behalf of itself and Trustee, hereby assigns, transfers and sets over to the Releasees all right, title and interest that Trustee, for the benefit of Beneficiary, and its predecessors, successors and assigns may have in or to the Trademarks under the Security Agreement, together with the goodwill of the business symbolized by such Trademarks. Beneficiary, on behalf of itself and Trustee, acknowledges and agrees that the Security Agreement has been terminated.
3. The parties hereto authorize and request the Director of the United States Patent and Trademark Office to record this Release against the Trademarks. Beneficiary agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be reasonably necessary to carry out the provisions of this Release.
4. Beneficiary hereby represents and warrants that it has full authority to execute and deliver this Release on behalf of itself and Trustee. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademarks, Beneficiary will execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.
5. This Release shall be governed by and construed in accordance with the law of the State of New York.
6. This Release shall be binding upon Beneficiary's representatives, successors, assigns and transferees.
7. This Release 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..

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, the undersigned has caused this Release to be executed by its duly authorized representatives as of the date first above written.

GOLDMAN SACHS COMMERCIAL  
MORTGAGE CAPITAL, L.P.

By

Name:

Title:



Mark J. Buono

Authorized signatory

## SCHEDULE A

### 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
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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.**

<b>Mark</b>	<b>Registration Number</b>	<b>Owner</b>
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.



## **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).