

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Casino & Entertainment Properties LLC		08/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
Aquarius Gaming LLC		08/14/2009	LIMITED LIABILITY COMPANY: NEVADA
Stratosphere Gaming LLC		08/14/2009	LIMITED LIABILITY COMPANY: NEVADA
W2007 Aquarius Propco, L.P.		08/14/2009	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	101 Barclay-4 East
Internal Address:	Global Trust Services
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Serial Number:	78840501	AQUARIUS
Serial Number:	78840494	AQUARIUS
Serial Number:	78840491	AQUARIUS
Serial Number:	78840469	AQUARIUS
Serial Number:	78840488	AQUARIUS
Serial Number:	78840487	AQUARIUS
Serial Number:	78840511	AQUARIUS
Serial Number:	78840473	AQUARIUS

OP \$1040.00 78840501

Serial Number:	78840475	AQUARIUS
Serial Number:	78840480	AQUARIUS CASINO HOTEL
Serial Number:	78840482	AQUARIUS CASINO HOTEL
Serial Number:	75145568	BIG SHOT
Serial Number:	78537623	INSANITY THE RIDE
Serial Number:	74676248	
Serial Number:	76291440	LUCKY'S CAFE AT THE STRATOSPHERE
Serial Number:	76291439	LUCKY'S CAFE
Serial Number:	78810327	NAGA
Serial Number:	76230888	NOBODY OFFERS YOU MORE!
Serial Number:	78812034	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
Serial Number:	78810435	STRATOSPHERE LAS VEGAS
Serial Number:	76423047	THE CHAPEL IN THE CLOUDS
Serial Number:	76565398	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
Serial Number:	76426101	ULTIMATE REWARDS
Serial Number:	76565397	X SCREAM
Serial Number:	77635347	BIG SHOT BAR
Serial Number:	77721233	GIFTS WORTH GETTING

CORRESPONDENCE DATA

TRADEMARK
REEL: 004044 FRAME: 0119

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: 36

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 14, 2009 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by each of the signatories hereto (collectively, the “Grantors”) and The Bank of New York Mellon, a New York Banking Corporation, located at Global Trust Services, 101 Barclay-4 East, New York, N.Y. 10286, as collateral trustee (in such capacity, together with its successors and assigns, the “Collateral Trustee”) for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, reference is made to (a) that certain Indenture, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among American Casino & Entertainment Properties LLC, a Delaware limited liability company (“ACEP”), ACEP Finance Corp., a Delaware corporation (“ACEP Finance” and together with ACEP, the “Issuers”), and The Bank of New York Mellon, as indenture trustee, (b) that certain Collateral Trust Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”), by and among ACEP, ACEP Finance, each other Grantor party thereto and the Collateral Trustee, and (c) that certain Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among ACEP, ACEP Finance, each other Grantor party thereto and the Collateral Trustee; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in and continuing lien on each of the Grantor’s right, title and interest in, to and under all personal property of such Grantor, including but not limited to the Collateral (as defined herein), to the Collateral Trustee to secure the Secured Debt Obligations, for the benefit of the Secured Parties, and have agreed to execute this Intellectual Property Security Agreement for the purpose of recording such security interest and lien with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Collateral Trustee agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Collateral Trust Agreement or the Security Agreement and used herein have the meaning given to them in the Collateral Trust Agreement or the Security Agreement, as applicable. In this Intellectual Property Security Agreement, the following terms shall have the following meanings:

(a) “Copyright Licenses” shall mean any and all agreements, licenses and covenants to which a Grantor is a party, providing for the granting of any right in or to any Copyright or otherwise providing for a covenant not to sue for infringement or other violation of any Copyright (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement listed in Schedule 1 under the heading “Exclusive Inbound Copyright Licenses” (as such schedule may be amended or supplemented from time to time).

(b) “Copyrights” shall mean all United States, and foreign copyrights (whether or not the underlying works of authorship have been published), including but not limited to copyrights in software, databases, and designs, and all mask works (as that term is defined under 17 U.S.C. 901 of the U.S.

Copyright Act), whether registered or unregistered, as well as all moral rights, reversionary interests, and termination rights, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations listed in Schedule 1 under the heading "Copyrights" (as such schedule may be amended or supplemented from time to time), (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (iv) 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 (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

(c) "Intellectual Property" shall mean the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under the United States, multinational or foreign laws or otherwise, including without limitation, Copyrights, Patents, Trademarks and Trade Secrets, and the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

(d) "Intellectual Property Licenses" shall mean all Copyright Licenses, Patent Licenses, Trademark Licenses and Trade Secret Licenses.

(e) "Patent Licenses" shall mean all agreements, licenses and covenants to which a Grantor is party, providing for the granting of any right in or to any Patent or otherwise providing for a covenant not to sue for infringement or other violation of any Patent (whether such Grantor is licensee or licensor thereunder).

(f) "Patents" shall mean all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, without limitation: (i) each patent and patent application listed in Schedule 1 under the heading "Patents" (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all patentable inventions and improvements thereto, (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof, (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.

(g) "Trademark Licenses" shall mean any and all agreements, licenses and covenants to which a Grantor is party providing for the granting of any right in or to any Trademark or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark or permitting co-existence with respect to a Trademark (whether such Grantor is licensee or licensor thereunder).

(h) "Trademarks" shall mean 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 in Schedule 1 under the heading "Trademarks" (as such schedule may be amended or supplemented from time to time), (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 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.

(i) "Proceeds" has the meaning assigned to such term in the Security Agreement.

SECTION 2. Grant of Security. (a) In furtherance and as confirmation of the security interest and continuing lien granted by each of the Grantors to the Collateral Trustee under the Security Agreement, each Grantor hereby ratifies such security interest and continuing lien and grants to the Collateral Trustee, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following personal property of such Grantor, whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (all of which being hereinafter collectively referred to as the "Collateral"):

- (i) all Intellectual Property; and
- (ii) all Intellectual Property Licenses.

(b) Notwithstanding anything herein to the contrary, in no event shall the Collateral include or the security interest granted under Section 2 hereof attach to (a) any assets to the extent that, and for so long as, creating a security interest in such assets would violate any applicable law or regulation (including any Gaming Law) (unless such law or regulation would be rendered ineffective with respect to the creation of a security interest pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); *provided*, that in the event any such law or regulation is amended, modified or interpreted by the relevant governmental authority to permit (or is replaced with another law or regulation or another law or regulation is adopted, which would permit) a security interest in such assets to be granted in favor of the Collateral Trustee, then the Collateral shall include (and such security interest shall attach to) such assets at such time; (b) any assets acquired after the date hereof in an aggregate amount not to exceed \$10,000,000, which amount shall be increased by an additional \$5,000,000 on June 15, 2010 and each anniversary thereof while the Notes are outstanding to the extent that, and for so long as, creating a security interest in such assets would violate an enforceable contractual obligation binding on such acquired assets that (i) existed at the time of acquisition thereof, (ii) applies only to such acquired assets and (iii) was not created or made binding on the assets in contemplation of or in connection with the acquisition of such assets (other than, in the case of joint ventures or similar arrangements otherwise permitted under the indenture, customary limitations on assignment entered into in connection with the formation of such joint venture or similar arrangement or the addition of other parties thereto) (unless the relevant term or provision of such contractual obligation would be rendered ineffective with respect to the creation of a security interest pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); *provided*, that immediately upon the ineffectiveness, lapse or termination of any such term or provision of any such contractual obligation, then the Collateral shall include (and such security interest shall attach to) such assets at such time; (c) any right, title or interest in any license, contract or agreement to which any Grantor is a party or any of its right, title or interest thereunder to the extent, but only to the extent, that such a grant would violate applicable Gaming Laws or a term or provision of such license, contract or agreement to which such Grantor is a party (unless such Gaming Law, term or provision would be rendered ineffective with respect to the creation of a security interest pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); *provided*, that in the event any such

Gaming Law is amended, modified or interpreted by the relevant governmental authority to permit (or is replaced with another law or regulation or another law or regulation is adopted, which would permit) a security interest in such rights, titles and interests to be granted in favor of the collateral trustee, then the Collateral shall include (and such security interest shall attach to) such rights, titles and interests at such time; *provided, further*, that immediately upon the ineffectiveness, lapse or termination of any such term or provision of any such license, contract or agreement, then the Collateral shall include (and such security interest shall attach to) such rights, titles and interests at such time; *provided, further, however*, that the exclusions referred to in this clause (c) shall not include any proceeds of any such license, contract or agreement; (d) any equipment or other asset owned by any Grantor that is subject to a purchase money lien or a Capital Lease Obligation, in each case, as permitted in the Indenture, if the contract or other agreement in which the Lien is granted (or the documentation providing for such Capital Lease Obligation) prohibits or requires the consent of any Person other than a Grantor as a condition to the creation of any other security interest on such equipment or asset and, in each case, the prohibition or requirement is permitted under the Indenture; or (f) 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

(c) This Intellectual Property Security Agreement secures, and the Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Debt Obligations with respect to every Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the United States Register of Copyrights or the United States Commissioner of Patents and Trademarks, as applicable, record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or electronic pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 5. Governing Law. **SUBJECT TO ANY APPLICABLE GAMING LAWS, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**


SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Collateral Trust Agreement. The rights and remedies of each party hereto with respect to the security interest granted

herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Collateral Trust Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Collateral Trust Agreement, the provisions of the Security Agreement or the Collateral Trust Agreement, as applicable, shall govern. Notwithstanding anything herein to the contrary, the security interest and continuing lien granted to the Collateral Trustee pursuant to this Intellectual Property Security Agreement and the exercise of any right or remedy by such Collateral Trustee hereunder are subject to the provisions of the Collateral Trust Agreement.

[Signature Pages Follow]

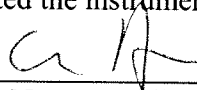
IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

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

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

My commission expires:

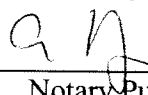
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

ACEP FINANCE CORP.,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory


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

On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

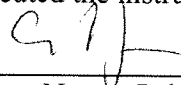
My commission expires: **ERIN HARPER**
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

AQUARIUS GAMING LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.



Notary Public

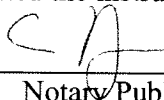
My commission expires: **ERIN HARPER**
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

ARIZONA CHARLIE'S, LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

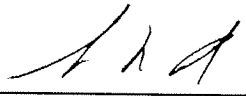
STATE OF New York)
): ss.:
COUNTY OF New York)

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Notary Public

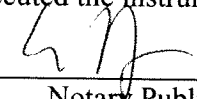
My commission expires: **ERIN HARPER**
 Notary Public, State of New York
 No. 01HA6156697
 Qualified in New York County
 Commission Expires Dec. 4, 2010

CHARLIE'S HOLDING LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared *Steven Angel*, 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.


Notary Public

My commission expires:

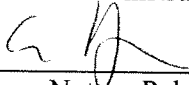
ERIN HARPER
Notary Public, State of New York
No. 018A6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

FRESCA, LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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

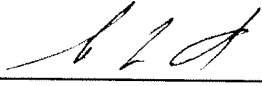
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Notary Public

My commission expires:

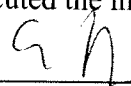
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

STRATOSPHERE ADVERTISING AGENCY LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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

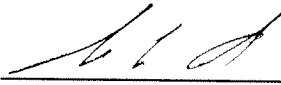
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Notary Public

My commission expires:

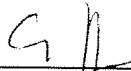
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

STRATOSPHERE DEVELOPMENT, LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

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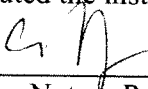
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

STRATOSPHERE GAMING LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

My commission expires:

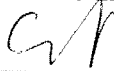
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

STRATOSPHERE LAND LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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

On this 14th day of August, 2009, before me personally appeared Steven Angel, 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.

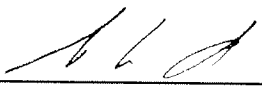

Notary Public

My commission expires:

ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

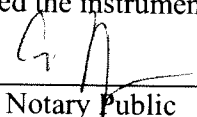
[Intellectual Property Security Agreement]

STRATOSPHERE LEASING, LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

My commission expires:

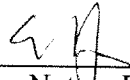
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

STRATOSPHERE LLC,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

My commission expires:

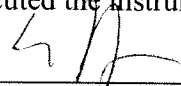
ERIN HAMPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

**W2007 ACEP FIRST MEZZANINE A BORROWER,
L.P.,
as Grantor**

By: 
Name: Steven Angel
Title: Authorized Signatory

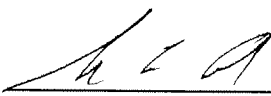
STATE OF New York)
COUNTY OF New York) ss.:

On this 15th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

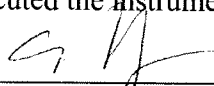
My commission expires: **ERIN HARPER**
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

**W2007 ACEP FIRST MEZZANINE A GEN-PAR,
L.L.C.,
as Grantor**

By: 
 Name: Steven Angel
 Title: Authorized Signatory

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

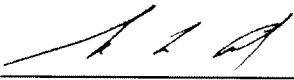
On this 13th day of August, 2009, before me personally appeared Steven Angel, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


 Notary Public

My commission expires:


ERIN HARPER
 Notary Public, State of New York
 No. 01HA6156697
 Qualified in New York County
 Commission Expires Dec. 4, 2010

**W2007 ACEP FIRST MEZZANINE B BORROWER,
L.P.,
as Grantor**

By: 
Name: Steven Angel
Title: Authorized Signatory

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

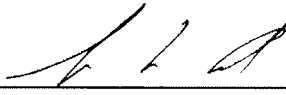
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Notary Public

My commission expires:

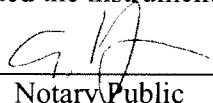
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

**W2007 ACEP FIRST MEZZANINE B GEN-PAR,
L.L.C.,
as Grantor**

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

My commission expires:

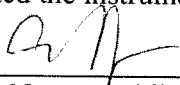
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

W2007 AQUARIUS GEN-PAR, L.L.C.,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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

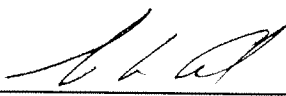
On this 13th day of August, 2009, before me personally appeared Steven Angel, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

My commission expires:

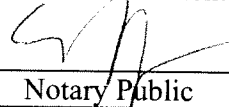
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

W2007 AQUARIUS PROPCO, L.P.,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory


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

On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

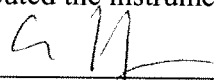
My commission expires: **ERIN HARPER**
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

W2007 ARIZONA CHARLIE'S GEN-PAR, L.L.C.,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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


On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

My commission expires:

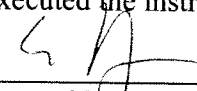
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

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

By: 
Name: Steven Angel
Title: Authorized Signatory

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

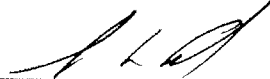
On this 13th day of August, 2009, before me personally appeared Steven Angel, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

My commission expires:

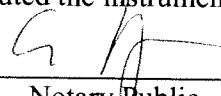
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

W2007 FRESCA GEN-PAR, L.L.C.,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

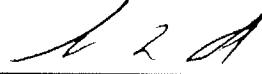
STATE OF New York)
 : ss.:
COUNTY OF New York)

On this 13th day of August, 2009, before me personally appeared Steven Angel, 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.


Notary Public

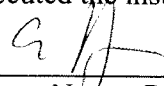
My commission expires: **ERIN HARPER**
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

W2007 FRESCA PROPCO, L.P.,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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

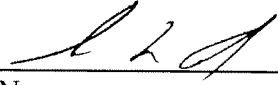
On this 15th day of August, 2009, before me personally appeared Steven Angel, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

My commission expires: ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

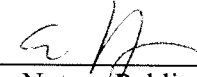
[Intellectual Property Security Agreement]

W2007 STRATOSPHERE GEN-PAR, L.L.C.,
as Grantor

By: 
Name:
Title: Steven Angel
Authorized Signatory

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

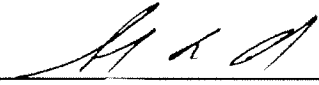
On this 15th day of August, 2009, before me personally appeared Steven Angel, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

My commission expires:

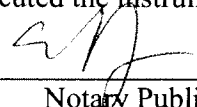
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

W2007 STRATOSPHERE LAND GEN-PAR, L.L.C.,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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

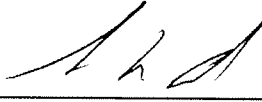
On this 13th day of August, 2009, before me personally appeared Steven Angel, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.


Notary Public

My commission expires:

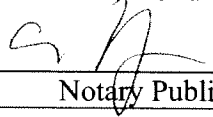
ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

W2007 STRATOSPHERE LAND PROPCO, L.P.,
as Grantor

By: 
Name: Steven Angel
Title: Authorized Signatory

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

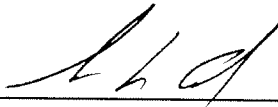
On this *13th* day of August, 2009, before me personally appeared *Steven Angel*, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted executed the instrument.



Notary Public

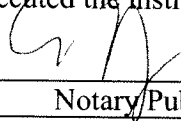
My commission expires: **ERIN HARPER**
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010

W2007 STRATOSPHERE PROPCO, L.P.,
as Grantor

By: 
Name: _____
Title: Steven Angel
Authorized Signatory

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

On this, 13th day of August, 2009, before me personally appeared Steven Angel, 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.



Notary Public

My commission expires:

ERIN HARPER
Notary Public, State of New York
No. 01HA6156697
Qualified in New York County
Commission Expires Dec. 4, 2010


[Intellectual Property Security Agreement]

THE BANK OF NEW YORK MELLON
as Collateral Trustee

By: 
Name: Anthony Bausa
Title: Senior Associate

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

On this 13th day of August, 2009, before me personally appeared ANTHONY BAUSA, 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.



Notary Public

My commission expires:
DANNY LEE, NOTARY PUBLIC
State of New York, NO. 01LE6161129
Qualified in New York County
Commission Expires February 20, 20 11

Schedule 1

COPYRIGHTS

<u>Name of Debtor/Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
W2007 Arizona Charlie's Propco, L.P.	Barbingo.	March 19, 1992	Registered	TXu-509-358
W2007 Stratosphere Propco, L.P.	High roller at Stratosphere.	November 16, 1995	Registered	VAu-346-861
W2007 Stratosphere Propco, L.P.	Stratosphere Las Vegas.	September 14, 1995	Registered	VAu-331-697
W2007 Stratosphere Propco, L.P.	Stratosphere.	November 6, 1995	Registered	VAu-349-552

EXCLUSIVE INBOUND COPYRIGHT LICENSES

[None]

PATENTS

[None]

TRADEMARKS

<u>Debtor/Grantor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
W2007 Aquarius Propco, L.P.	AQUARIUS - 18	United States of America	78/840501	3/17/06	3290626	9/11/07
Aquarius Gaming LLC	AQUARIUS - 35	United States of America	78/840494	3/17/06	3446781	6/10/08
Aquarius Gaming LLC	AQUARIUS - 41	United States of America	78/840491	3/17/06	3433077	5/20/08
W2007 Aquarius Propco, L.P.	AQUARIUS - 43	United States of America	78/840469	3/17/06	3345860	11/27/07

<u>Debtor/Grant or</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
W2007 Aquarius Propco, L.P.	AQUARIUS - 43	United States of America	78/840488	3/17/06	3345861	11/27/07
Aquarius Gaming LLC	AQUARIUS - 44	United States of America	78/840487	3/17/06		
W2007 Aquarius Propco, L.P.	AQUARIUS - 6	United States of America	78/840511	3/17/06	3290627	9/11/07
W2007 Aquarius Propco, L.P.	AQUARIUS & Design - 41	United States of America	78/840473	3/17/06	3353991	12/11/07
W2007 Aquarius Propco, L.P.	AQUARIUS & Design - 43	United States of America	78/840475	3/17/06	3353992	12/11/07
Aquarius Gaming LLC	AQUARIUS, CASINO, HOTEL & Design - 41	United States of America	78/840480	3/17/06		
Aquarius Gaming LLC	AQUARIUS, CASINO, HOTEL & Design - 43	United States of America	78/840482	3/17/06		
W2007 Stratosphere Propco, L.P.	BIG SHOT	United States of America	75/145568	8/5/96	2212111	12/22/98
W2007 Stratosphere Propco, L.P.	INSANITY THE RIDE & Design	United States of America	78/537623	12/23/04	3054188	1/31/06
W2007 Stratosphere Propco, L.P.	LOGO	United States of America	74/676248	5/15/95	2070412	6/10/97
W2007 Stratosphere Propco, L.P.	LUCKY'S CAFE AT THE STRATOSPHERE & Design ¹	United States of America	76/291440	7/27/01	2725446	6/10/03
W2007 Stratosphere Propco, L.P.	LUCKY'S CAFE & Design	United States of America	76/291439	7/27/01	2696511	3/11/03
W2007 Stratosphere Propco, L.P.	NAGA	United States of America	78/810327	2/8/06	3236531	5/1/07
W2007 Stratosphere	NOBODY OFFERS YOU	United States of America	76/230888	3/26/01	2520000	12/18/01

¹ The company is no longer using this mark and intends to allow the registration to be cancelled. Accordingly, it has not filed the Section 8 Declaration which was due by June 10, 2009.

<u>Debtor/Grant or</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Propco, L.P.	MORE! - 42					
W2007 Stratosphere Propco, L.P.	ROMANCE AT TOP OF THE WORLD	United States of America	78/812034	2/10/06	3189387	12/26/06
Stratosphere Gaming LLC	STRAT - 16	United States of America	77/561619	9/3/08		
Stratosphere Gaming LLC	STRAT - 18	United States of America	77/561622	9/3/08		
Stratosphere Gaming LLC	STRAT - 21	United States of America	77/561627	9/3/08		
Stratosphere Gaming LLC	STRAT - 25	United States of America	77/561632	9/3/08		
Stratosphere Gaming LLC	STRAT - 41	United States of America	77/561614	9/3/08		
Stratosphere Gaming LLC	STRAT - 43	United States of America	77/561636	9/3/08		
W2007 Stratosphere Propco, L.P.	STRATOSPH ERE - 41	United States of America	75/012392	10/25/95	2086400	8/5/97
W2007 Stratosphere Propco, L.P.	STRATOSPH ERE - 42	United States of America	75/012393	10/25/95	2086401	8/5/97
W2007 Stratosphere Propco, L.P.	STRATOSPH ERE LAS VEGAS & Design	United States of America	78/810435	2/8/06	3212812	2/27/07
W2007 Stratosphere Propco, L.P.	THE CHAPEL IN THE CLOUDS	United States of America	76/423047	6/17/02	2868387	8/3/04
W2007 Stratosphere Propco, L.P.	THE CRAZY ARMADILLO OYSTER BAR & Design	United States of America	76/565398	12/3/03	2982669	8/9/05
Stratosphere Gaming LLC	THE STRAT - 16	United States of America	77/561661	9/3/08		
Stratosphere Gaming LLC	THE STRAT - 18	United States of America	77/561666	9/3/08		
Stratosphere Gaming LLC	THE STRAT - 21	United States of America	77/561670	9/3/08		
Stratosphere Gaming LLC	THE STRAT - 25	United States of America	77/561672	9/3/08		
Stratosphere Gaming LLC	THE STRAT - 41	United States of America	77/561656	9/3/08		
Stratosphere Gaming LLC	THE STRAT -	United States	77/561675	9/3/08		

<u>Debtor/Grant or</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
	43	of America				
W2007 Stratosphere Propco, L.P.	TOP OF THE WORLD	United States of America	75/012390	10/25/95	2072694	6/17/97
W2007 Stratosphere Propco, L.P.	ULTIMATE REWARDS	United States of America	76/426101	6/28/02	2826028	3/23/04
W2007 Stratosphere Propco, L.P.	X SCREAM	United States of America	76/565397	12/3/03	2904610	11/23/04
W2007 Stratosphere Propco, L.P.	BIG SHOT BAR	United States of America	77/635347	12/17/08		
American Casino & Entertainment Properties LLC	GIFTS WORTH GETTING	United States of America	77/721233	4/23/09		