

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aquarius Gaming, LLC		06/22/2010	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	W2007 Aquarius Propco, L.P.		
Composed Of:	COMPOSED OF W2007 Aquarius Gen-Par, LLC		
Street Address:	2000 Las Vegas Boulevard South		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89104		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3433077	AQUARIUS	
Registration Number:	3446781	AQUARIUS	
CORRESPONDENCE DATA			
Fax Number:	(702)949-8376		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(702) 949-8200		
Email:	TRADEMARKS-LASVEGAS@LRLAW.COM		
Correspondent Name:	Michael J. McCue		
Address Line 1:	3993 Howard Hughes Parkway		
Address Line 2:	Ste. 600		
Address Line 4:	Las Vegas, NEVADA 89169		
ATTORNEY DOCKET NUMBER:	46256.00003/5		
NAME OF SUBMITTER:	Michael J. McCue		

CH \$65.00 3433077

Signature:	/Michael J. McCue/
Date:	06/28/2010
Total Attachments: 1 source=aquarius#page1.tif	

ASSIGNMENT

This assignment ("Assignment") is entered into as of the Effective Date between Aquarius Gaming, LLC, a Nevada limited liability company, ("Assignor") and W2007 Aquarius Propco, L.P., a Delaware limited partnership ("Assignee" and together, "Parties").

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

Assignor hereby irrevocably assigns, transfers and conveys to Assignee, without any restrictions, limitations or reservations, and Assignee does hereby accept the assignment, transfer and conveyance of, all of Assignor's entire right, title, and interest in and to the mark AQUARIUS and any stylizations, designs or the like associated therewith, including, without limitation, U.S. Trademark Registrations assigned the following Registration Numbers: 3,433,077 and 3,446,781 and any other federal trademark registrations and applications, state trademark registrations and applications and common law rights therein, and goodwill associated with and symbolized thereby (collectively, "Assigned Intellectual Property"), all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringements, violations, dilutions or contract breaches, together with the right at law or equity to sue and recover for any past, continuing and/or future infringements, violations, dilutions or contract breaches and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, all of the foregoing rights, titles and interests to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment, transfer and conveyance had not been made. Additionally, Assignor hereby waives and releases any claim of infringement of any right, title, or interest of Assignor (whether based in any intellectual property right, other proprietary interest whatsoever or applicable fiduciary theory) in, to or respecting the Assigned Intellectual Property and shall never challenge nor dispute Assignee's right, title, and interest in and to the Assigned Intellectual Property.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the Effective Date and each of the undersigned represent that he or she has the authority to legally bind his or her respective entities.

Aquarius Gaming, LLC
as Assignor

Phyllis A. Belland
By: Phyllis A. Belland
Its: Secretary
Date: 6-22-10

W2007 Aquarius Propco, L.P.
as Assignee

Phyllis A. Belland
By: Phyllis A. Belland
Its: _____
Date: 6-22-10 ("Effective Date")