

**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
Stratosphere Gaming, LLC		10/28/2010	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

Name:	W2007 Stratosphere Propco, L.P.
Composed Of:	COMPOSED OF W2007 Stratosphere 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: 7**

Property Type	Number	Word Mark
Serial Number:	77931584	SKY JUMP STRATOSPHERE LAS VEGAS
Serial Number:	77931526	SKY JUMP STRATOSPHERE LAS VEGAS
Serial Number:	77931478	SKY JUMP STRATOSPHERE LAS VEGAS
Serial Number:	77931465	SKY JUMP STRATOSPHERE LAS VEGAS
Serial Number:	77931411	SKY JUMP STRATOSPHERE LAS VEGAS
Serial Number:	77931375	SKY JUMP STRATOSPHERE LAS VEGAS
Serial Number:	77938035	AIR BAR

**CORRESPONDENCE DATA**

Fax Number: (702)949-8376  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (702) 949-8200  
 Email: TRADEMARKS-LASVEGAS@LRLAW.COM  
 Correspondent Name: Michael J. McCue

**900176694**

**TRADEMARK  
 REEL: 004409 FRAME: 0926**

**CH \$190.00 77931584**

Address Line 1: 3993 Howard Hughes Parkway  
Address Line 2: Ste. 600  
Address Line 4: Las Vegas, NEVADA 89169

ATTORNEY DOCKET NUMBER:	43747.00001(DIVIDE)
NAME OF SUBMITTER:	Jennifer K. Craft
Signature:	/Jennifer K. Craft/
Date:	11/04/2010
Total Attachments: 1 source=Strat Assignment#page1.tif	

**ASSIGNMENT**

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

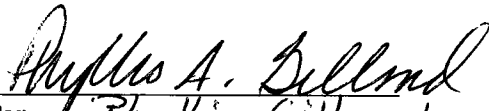
In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:


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 marks **SKY JUMP STRATOSPHERE LAS VEGAS, AIR BAR** and any stylizations, designs or the like associated with the foregoing, including, without limitation, the U.S. Applications assigned Serial Numbers: **77931584, 77931526, 77931478, 77931465, 77931411, 77931375 and 77938035**, any other federal trademark applications, state trademark applications and common law rights therein, and goodwill associated with and symbolized thereby and, in accordance with 15 U.S.C § 1057, the portion of the business to which the marks pertains (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.

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.

Stratosphere Gaming, LLC  
as Assignor

W2007 Stratosphere Propco., L.P.  
as Assignee

  
By: Phyllis Gilland  
Its: General Counsel  
Date: 10/28/2010

  
By: Phyllis Gilland  
Its: General Counsel  
Date: 10/28/2010 ("Effective Date")