

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM345651

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stratosphere Gaming LLC		04/01/2015	LIMITED LIABILITY COMPANY: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	W2007 Stratosphere Propco, LLC		
<b>Street Address:</b>	2000 Las Vegas Boulevard South		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89104		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY - Delaware		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4739241	STRAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7029498376		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	702.949.8200		
<b>Email:</b>	TRADEMARKS-LASVEGAS@LRRLAW.COM		
<b>Correspondent Name:</b>	Michael J. McCue		
<b>Address Line 1:</b>	3993 Howard Hughes Parkway		
<b>Address Line 2:</b>	Ste. 600		
<b>Address Line 4:</b>	Las Vegas, NEVADA 89169		
<b>ATTORNEY DOCKET NUMBER:</b>	43747.00047		
<b>NAME OF SUBMITTER:</b>	Michael J. McCue		
<b>SIGNATURE:</b>	/Michael J. McCue/		
<b>DATE SIGNED:</b>	06/24/2015		
<b>Total Attachments: 3</b>			
source=stratEXE#page1.tif			
source=stratEXE#page2.tif			
source=stratEXE#page3.tif			

CH \$40.00 4739241

TRADEMARK

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is dated April 1, 2015 (the "Effective Date"), and is by and between Stratosphere Gaming LLC, a Nevada limited liability company with an address of 2000 Las Vegas Boulevard South, Las Vegas, Nevada 89104 ("Assignor"), and W2007 Stratosphere Propco, LLC, a Delaware limited liability company located at 2000 Las Vegas Boulevard South, Las Vegas, Nevada 89104 ("Assignee").

WHEREAS, Assignor owns the trademarks and corresponding federal applications or registrations therefore listed on Exhibit A attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with all of the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Exhibit A and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under the trademarks set forth on Exhibit A provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

*[Signatures follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR  
Stratosphere Gaming LLC

ASSIGNEE  
W2007 Stratosphere Propco, LLC

By: Phillip A. Bellard  
Name: Phillip A. Bellard  
Title: CEO

By: Phillip A. Bellard  
Name: Phillip A. Bellard  
Title: CEO

**EXHIBIT A**

<b>Trademark</b>	<b>Application No.</b>
STRAT	77/561632

5642264\_1