

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in trademarks recorded at R/F 5063/0916

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch, as Collateral Agent		07/07/2015	A licensed branch of a German corporation: GERMANY

RECEIVING PARTY DATA

Name:	W2007 Aquarius Propco, LLC
Street Address:	2000 Las Vegas Blvd South
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3290627	AQUARIUS
Registration Number:	3290626	AQUARIUS
Registration Number:	3446781	AQUARIUS
Registration Number:	3884906	AQUARIUS
Registration Number:	3433077	AQUARIUS
Registration Number:	3345861	AQUARIUS
Registration Number:	3345860	AQUARIUS
Registration Number:	3353991	AQUARIUS
Registration Number:	3353992	AQUARIUS

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

TRADEMARK

ATTORNEY DOCKET NUMBER:	049646-0289
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	07/09/2015

Total Attachments: 7

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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS** (this “**Release**”) is dated as of July 7, 2015 by **DEUTSCHE BANK AG NEW YORK BRANCH**, in its capacity as collateral agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the “**Collateral Agent**”), in favor of **AMERICAN CASINO AND ENTERTAINMENT PROPERTIES LLC**, a Delaware Limited Liability Company, **W2007 AQUARIUS PROPCO, LLC**, a Delaware Limited Liability Company, **W2007 ARIZONA CHARLIE’S PROPCO, LLC**, a Delaware Limited Liability Company and **W2007 STRATOSPHERE PROPCO, LLC**, a Delaware Limited Liability Company (collectively, the “**Grantors**”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Security Agreement (as defined below).

WHEREAS, the Grantors, the other grantors party thereto and the Collateral Agent entered into that certain Second Lien Pledge and Security Agreement, dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”), pursuant to which the Grantors executed and delivered to the Collateral Agent that certain Second Lien Trademark Security Agreement, dated as of July 3, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Lien Trademark Security Agreement**”), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 3, 2013 at reel/frame number 5063/0896 for American Casino Entertainment Properties LLC, at reel/frame number 5063/0916 for W2007 Aquarius Propco, LLC, at reel/frame number 5063/0932 for W2007 Arizona Charlie’s Propco, LLC and at reel/frame number 5063/0945 for W2007 Stratosphere Propco, LLC;

WHEREAS, pursuant to the terms and conditions of the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, the Grantors granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ right, title and interest in, to and under the Trademark Collateral (as defined below); and

WHEREAS, the Collateral Agent desires to terminate and release the Security Interest in the Trademark Collateral.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The term “**Trademark Collateral**,” as used herein, 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 or required to be listed in Schedule A attached hereto, (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 the 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.

2. The Collateral Agent, on behalf of the Secured Parties, hereby terminates, releases and forever discharges the Security Interest in the Trademark Collateral, and retransfers and reassigns to the Grantors any right, title or interest of the Collateral Agent in, to or under the Trademark Collateral.
3. The Collateral Agent hereby authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and authorizes any other filings necessary to evidence the termination, release and discharge of the Collateral Agent's Security Interest in the Trademark Collateral.
4. This Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof that would result in the application of any law other than the laws of the State of New York (other than any mandatory provisions of law relating to the law governing perfection and the effect of perfection of the Security Interest).

[Signature Page to Follow]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized signatory effective as of the date first above written.

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

By: 
Name: **Mary Kay Coyle**
Title: **Managing Director**

By: 
Name: **Dusan Lazarov**
Title: **Director**



[Signature Page to ACEP Release of Security Interest in Trademarks (2nd Lien)]

TRADEMARK
REEL: 005573 FRAME: 0154


SCHEDULE A
to
RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS


TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor: American Casino and Entertainment Properties LLC recorded at R/F: 5063/0896

Mark	Application No. Filing Date	Registration No. Registration Date	Status
ACE PLAY	77826927 15-SEP-2009		Pending.
ACEPLAY	77826850 15-SEP-2009		Pending.
	77853232 20-OCT-2009	3824189 27-JUL-2010	Registered.
	77853236 20-OCT-2009	3859348 12-OCT-2010	Registered.
GIFTS WORTH GETTING	77721233 23-APR-2009	3711903 17-NOV-2009	Registered.

Grantor: W2007 Aquarius Propco, LLC recorded at R/F: 5063/0916




Mark	Application No. Filing Date	Registration No. Registration Date	Status
AQUARIUS	78840511 17-MAR-2006	3290627 11-SEP-2007	Registered.
AQUARIUS	78840501 17-MAR-2006	3290626 11-SEP-2007	Registered.
AQUARIUS	78840494 17-MAR-2006	3446781 10-JUN-2008	Registered.
AQUARIUS	77836705 28-SEP-2009	3884906 07-DEC-2010	Registered.
AQUARIUS	78840491 17-MAR-2006	3433077 20-MAY-2008	Registered.
AQUARIUS	78840488 17-MAR-2006	3345861 27-NOV-2007	Registered.
AQUARIUS	78840469 17-MAR-2006	3345860 27-NOV-2007	Registered.
	78840473 17-MAR-2006	3353991 11-DEC-2007	Registered.








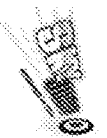
Mark	Application No. Filing Date	Registration No. Registration Date	Status
	78840475 17-MAR-2006	3353992 11-DEC-2007	Registered.



Grantor: W2007 Arizona Charlie's Propco, LLC recorded at R/F: 5063/0932

Mark	Application No. Filing Date	Registration No. Registration Date	Status
ARIZONA CHARLIE'S	77799694 07-AUG-2009	3830627 10-AUG-2010	Registered.
BUILT FOR THE GAMBLER	85610982 27-APR-2012	4261099 18-DEC-2012	Registered.
RON'S STEAKHOUSE	85201077 17-DEC-2010	4002323 26-JUL-2011	Registered.
	85201116 17-DEC-2010	4107597 06-MAR-2012	Registered.

Grantor: W2007 Stratosphere Propco, LLC recorded at R/F: 5063/0945

Mark	Application No. Filing Date	Registration No. Registration Date	Status Comments
AIR BAR	77938035 17-FEB-2010	3953282 03-MAY-2011	Registered.
BIG SHOT	75145568 05-AUG-1996	2212111 22-DEC-1998	Registered.
	74676248 15-MAY-1995	2070412 10-JUN-1997	Registered.
	78537623 23-DEC-2004	3054188 31-JAN-2006	Registered.
	76291439 27-JUL-2001	2696511 11-MAR-2003	Registered.
NAGA	78810327 08-FEB-2006	3236531 01-MAY-2007	Registered.
ROMANCE AT TOP OF THE WORLD	78812034 10-FEB-2006	3189387 26-DEC-2006	Registered.
SKYJUMP	85053118 02-JUN-2010	4112461 13-MAR-2012	Registered.

Mark	Application No. Filing Date	Registration No. Registration Date	Status Comments
SKYJUMP	85046721 24-MAY-2010	4206458 11-SEP-2012	Registered.
SKYJUMP	85046662 24-MAY-2010	4206455 11-SEP-2012	Registered.
SKYJUMP	85046250 24-MAY-2010	3996211 19-JUL-2011	Registered.
SKYJUMP LAS VEGAS	85053124 02-JUN-2010	4222329 09-OCT-2012	Registered.
SKYJUMP LAS VEGAS	85046691 24-MAY-2010	4206457 11-SEP-2012	Registered.
SKYJUMP LAS VEGAS	85046247 24-MAY-2010	3996210 19-JUL-2011	Registered.
	85053130 02-JUN-2010	4206472 11-SEP-2012	Registered.
	85046673 24-MAY-2010	4206456 11-SEP-2012	Registered.
	85046244 24-MAY-2010	3996209 19-JUL-2011	Registered.
	77931584 09-FEB-2010	4112333 13-MAR-2012	Registered.
	77931526 09-FEB-2010	4283310 29-JAN-2013	Registered.
	77931465 09-FEB-2010	4109369 06-MAR-2012	Registered.
	77931375 09-FEB-2010	4109368 06-MAR-2012	Registered.
	77931411 09-FEB-2010	4112332 13-MAR-2012	Registered.

Mark	Application No. Filing Date	Registration No. Registration Date	Status Comments
	77931478 09-FEB-2010	4096640 07-FEB-2012	Registered.
STRATOSPHERE	75012392 25-OCT-1995	2086400 05-AUG-1997	Registered.
STRATOSPHERE	75012393 25-OCT-1995	2086401 05-AUG-1997	Registered.
	78810435 08-FEB-2006	3212812 27-FEB-2007	Registered.
THE CHAPEL IN THE CLOUDS	76423047 17-JUN-2002	2868387 03-AUG-2004	Registered.
TOP OF THE WORLD	75012390 25-OCT-1995	2072694 17-JUN-1997	Registered.
ULTIMATE REWARDS	76426101 28-JUN-2002	2826028 23-MAR-2004	Registered.
X SCREAM	76565397 03-DEC-2003	2904610 23-NOV-2004	Registered.