

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348795

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900330577

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
W2007 Aquarius Propco, LLC		07/07/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch, as Collateral Agent
Street Address:	60 Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	A licensed branch of a German corporation: GERMANY

PROPERTY NUMBERS Total: 9

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

ATTORNEY DOCKET NUMBER: 049646-0289

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 07/21/2015

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 7, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of **DEUTSCHE BANK AG NEW YORK BRANCH**, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Pledge and Security Agreement dated as of July 7, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

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.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to 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.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) 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 LAW 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).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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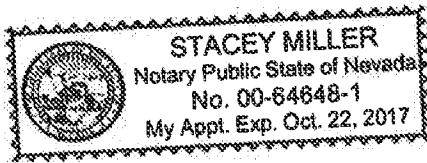
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AMERICAN CASINO & ENTERTAINMENT
PROPERTIES LLC, as Grantor

By: [Signature]
Name:
Title:

STATE OF Nevada)
COUNTY OF Clark) ss.:

On this 1 day of July, 2015, before me personally appeared FRANK V. PICO, 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.



[Signature]
Notary Public
My commission expires: 10.22.17

[Signature Page to ACEP Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

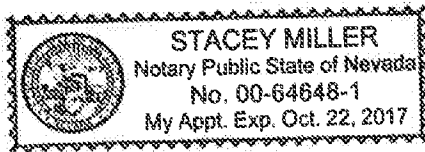
ACEP MANAGEMENT, LLC, as Grantor

By: [Signature]
Name:
Title:

STATE OF NEVADA)
COUNTY OF CLARK) ss.:

On, this 1 day of July, 2015, before me personally appeared FRANKY WOOD, 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.

[Signature]
Notary Public



My commission expires: 10 22 17

[Signature Page to ACEP Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

W2007 ARIZONA CHARLIE'S PROPCO, LLC, as Grantor

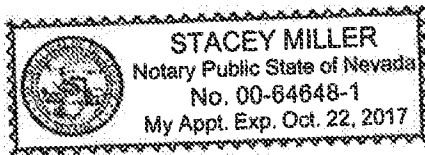
By: [Signature]
Name:
Title:

STATE OF Nevada)
COUNTY OF Clark) ss.:

On this 7 day of July, 2015, before me personally appeared Frank V. Pardo, 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.

[Signature]
Notary Public

My commission expires: 10/22/17



[Signature Page to ACEP Trademark Security Agreement]

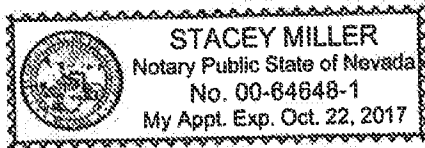
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

W2007 AQUARIUS PROPCO, LLC, as Grantor

By: [Signature]
Name:
Title:

STATE OF Nevada)
COUNTY OF Clark) ss.:

On this 1 day of July, 2015, before me personally appeared FRANK V. VIDIC, 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.



[Signature]
Notary Public
My commission expires: 10-22-17

[Signature Page to ACEP Trademark Security Agreement]

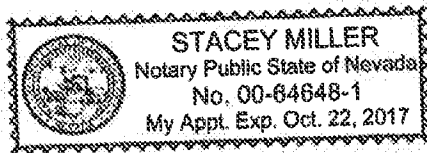
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STRATOSPHERE GAMING LLC,
as Grantor

By: [Signature]
Name:
Title:

STATE OF Nevada)
COUNTY OF Clark) ss.:

On this 7 day of July, 2015, before me personally appeared Frank V. Pisto, 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.

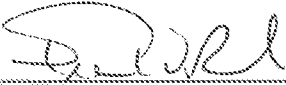


[Signature]
Notary Public
My commission expires: 10-22-17

[Signature Page to ACEP Trademark Security Agreement]

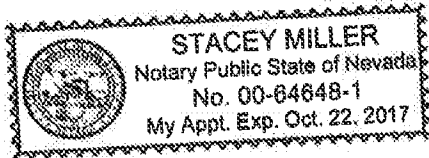
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

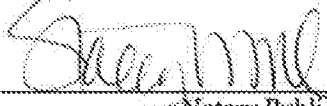
W2007 STRATOSPHERE PROPCO, LLC,
as Grantor

By: 
Name:
Title:

STATE OF Nevada)
COUNTY OF Clark) ss.

On this 7 day of July, 2015, before me personally appeared Frank V. Voth, 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: 10-22-17

[Signature Page to ACEP Trademark Security Agreement]

Accepted and Agreed:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Collateral Agent

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

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

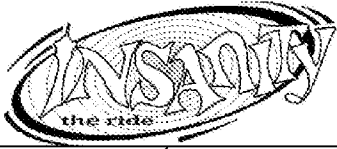


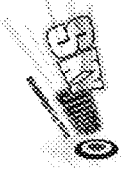
[Signature Page to ACEP Trademark Security Agreement]

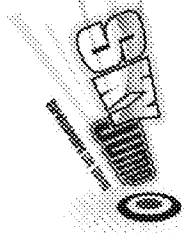
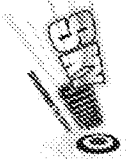



TRADEMARK
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SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

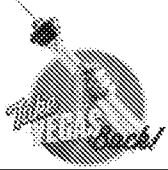

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	ACE PLAY 	77853232 10/20/2009	3824189 7/27/2010	Registered	American Casino and Entertainment Properties, LLC
2.	ACE PLAY POKER 	85765216 10/26/2012	---	Pending ITU	American Casino and Entertainment Properties, LLC
3.	ACEPLAY 	77853236 10/20/2009	3859348 10/12/2010	Registered	American Casino and Entertainment Properties, LLC
4.	ACEPLAY	77826941 9/15/2009	4425809 10/29/2013	Registered	American Casino and Entertainment Properties, LLC
5.	ACEPLAY	77826927 9/15/2009	4364985 7/9/2013	Registered	American Casino and Entertainment Properties, LLC
6.	ACEPLAY	77826850 9/15/2009	4364984 7/9/2013	Registered	American Casino and Entertainment Properties, LLC
7.	ACEPLAY	77721233 4/23/2009	3711903 11/17/2009	Registered	American Casino and Entertainment Properties, LLC
8.	ACEPLAY CASINO 	85788790 11/27/2012	---	Pending ITU	American Casino and Entertainment Properties, LLC
9.	ACEPLAY GAMING 	85788785 11/27/2012	---	Pending ITU	American Casino and Entertainment Properties, LLC
10.	ACESTAY	86081057 10/2/2013	---	Pending ITU	American Casino and Entertainment Properties, LLC
11.	GET ONLINE. GET LUCKY.	86277044 5/9/2014	4659265 12/23/2014	Registered	American Casino and Entertainment Properties, LLC
12.	VEGAS INTERNATIONAL CASINO + HOTEL 	85594019 4/10/2012	---	Pending ITU	ACEP Management, LLC
13.	AQUARIUS	78840494 3/17/2006	3446781 6/10/2008	Registered	W2007 Aquarius Propco, LLC
14.	AQUARIUS	78840491 3/17/2006	3433077 5/10/2008	Registered	W2007 Aquarius Propco, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
15.	AQUARIUS	78840488 3/17/2006	3345861 11/27/2007	Registered	W2007 Aquarius Propco, LLC
16.	AQUARIUS	78840469 3/17/2006	3345860 11/27/2007	Registered	W2007 Aquarius Propco, LLC
17.	AQUARIUS	78840511 3/17/2006	3290627 9/11/2007	Registered	W2007 Aquarius Propco, LLC
18.	AQUARIUS	78840501 3/17/2006	3290626 9/11/2007	Registered	W2007 Aquarius Propco, LLC
19.	AQUARIUS 	78840475 3/17/2006	3353992 12/11/2007	Registered	W2007 Aquarius Propco, LLC
20.	AQUARIUS 	78840473 3/17/2006	3353991 12/11/2007	Registered	W2007 Aquarius Propco, LLC
21.	AQUARIUS	77836705 9/28/2009	3884906 12/7/2010	Registered	W2007 Aquarius Propco, LLC
22.	ARIZONA CHARLIE'S	77799694 8/7/2009	3830627 8/10/2010	Registered	W2007 Arizona Charlie's Propco, LLC
23.	BUILT FOR THE GAMBLER	85610982 4/27/2012	4261099 12/18/2012	Registered	W2007 Arizona Charlie's Propco, LLC
24.	RON'S STEAKHOUSE 	85201116 12/17/2010	4107597 3/6/2012	Registered	W2007 Arizona Charlie's Propco, LLC
25.	RON'S STEAKHOUSE	85201077 12/17/2010	4002323 7/26/2011	Registered	W2007 Arizona Charlie's Propco, LLC
26.	AIR BAR	77938035 2/17/2010	3953282 5/3/2011	Registered	W2007 Stratosphere Propco, LLC
27.	BIG SHOT	75145568 8/5/1996	2212111 12/22/1998	Registered	W2007 Stratosphere Propco, LLC
28.	Design Only 	74676248 5/15/1995	2070412 6/10/1997	Registered	W2007 Stratosphere Propco, LLC
29.	FUN ABOVE ALL ELSE	86227720 3/20/2014	---	Pending ITU	W2007 Stratosphere Propco, LLC
30.	FUN ABOVE ALL ELSE	86227722 3/20/2014	---	Pending ITU	W2007 Stratosphere Propco, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
31.	INSANITY THE RIDE 	78537623 12/23/2004	3054188 1/31/2006	Registered	W2007 Stratosphere Propco, LLC
32.	LUCKY'S CAFE 	76291439 7/27/2001	2696511 3/11/2003	Registered	W2007 Stratosphere Propco, LLC
33.	MOLLY MCFINN'S IRISH PUB	86204074 2/25/2014	---	Pending ITU	W2007 Stratosphere Propco, LLC
34.	MOOKIES	86639825 5/22/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
35.	PIN UP	85763498 10/25/2012	4576578 7/29/2014	Registered	W2007 Stratosphere Propco, LLC
36.	PIN UP	85763504 10/25/2012	4545321 6/3/2014	Registered	W2007 Stratosphere Propco, LLC
37.	PIN UP	85763494 10/25/2012	4540763 5/27/2014	Registered	W2007 Stratosphere Propco, LLC
38.	PIN UP	85754513 10/15/2012	4540758 5/27/2014	Registered	W2007 Stratosphere Propco, LLC
39.	RADIUS	86553747 3/4/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
40.	RADIUS	86553740 3/4/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
41.	RADIUS	86553754 3/4/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
42.	RANDOM ACTS OF REWARDS	86509571 1/21/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
43.	SKY JUMP LAS VEGAS 	85046244 5/24/2010	3996209 7/19/2011	Registered	W2007 Stratosphere Propco, LLC
44.	SKY JUMP STRATOSPHERE LAS VEGAS 	77931584 2/9/2010	4112333 3/13/2012	Registered	W2007 Stratosphere Propco, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
45.	SKY JUMP STRATOSPHERE LAS VEGAS 	77931526 2/9/2010	4283310 1/29/2013	Registered	W2007 Stratosphere Propco, LLC
46.	SKY JUMP STRATOSPHERE LAS VEGAS 	77931465 2/9/2010	4109369 3/6/2012	Registered	W2007 Stratosphere Propco, LLC
47.	SKY JUMP STRATOSPHERE LAS VEGAS 	77931411 2/9/2010	4112332 3/13/2012	Registered	W2007 Stratosphere Propco, LLC
48.	SKY JUMP STRATOSPHERE LAS VEGAS 	77931375 2/9/2010	4109368 3/6/2012	Registered	W2007 Stratosphere Propco, LLC
49.	SKY JUMP STRATOSPHERE LAS VEGAS 	77931478 2/9/2010	4096640 2/7/2012	Registered	W2007 Stratosphere Propco, LLC
50.	SKYJUMP	85052909 6/2/2010	4601691 9/9/2014	Registered	W2007 Stratosphere Propco, LLC
51.	SKYJUMP	85053118 6/2/2010	4112461 3/13/2012	Registered	W2007 Stratosphere Propco, LLC
52.	SKYJUMP	85046721 5/24/2010	4206458 9/11/2012	Registered	W2007 Stratosphere Propco, LLC
53.	SKYJUMP	85046662 5/24/2010	4206455 9/11/2012	Registered	W2007 Stratosphere Propco, LLC
54.	SKYJUMP	85046250 5/24/2010	3996211 7/19/2011	Registered	W2007 Stratosphere Propco, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
55.	SKYJUMP LAS VEGAS 	85053130 6/2/2010	4206472 9/11/2012	Registered	W2007 Stratosphere Propco, LLC
56.	SKYJUMP LAS VEGAS	85053124 6/2/2010	4222329 10/9/2012	Registered	W2007 Stratosphere Propco, LLC
57.	SKYJUMP LAS VEGAS	85046691 5/24/2010	4206457 9/11/2012	Registered	W2007 Stratosphere Propco, LLC
58.	SKYJUMP LAS VEGAS 	85046673 5/24/2010	4206456 9/11/2012	Registered	W2007 Stratosphere Propco, LLC
59.	SKYJUMP LAS VEGAS	85046247 5/24/2010	3996210 7/19/2011	Registered	W2007 Stratosphere Propco, LLC
60.	SPIRITS IN THE SKY	86518813 1/29/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
61.	STRAT	86578805 3/27/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
62.	STRAT	86578811 3/27/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
63.	STRAT	86578809 3/27/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
64.	STRAT	86578801 3/27/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
65.	STRAT	86578797 3/27/2015	---	Pending ITU	W2007 Stratosphere Propco, LLC
66.	STRAT	77561632 9/3/2008	4739241 5/19/2015	Registered	W2007 Stratosphere Propco, LLC
67.	STRATOSPHERE	75012392 10/25/1995	2086400 8/5/1997	Registered	W2007 Stratosphere Propco, LLC
68.	STRATOSPHERE	75012393 10/25/1995	2086401 8/5/1997	Registered	W2007 Stratosphere Propco, LLC
69.	STRATOSPHERE LAS VEGAS 	78810435 2/8/2006	3212812 2/27/2007	Registered	W2007 Stratosphere Propco, LLC

	Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
70.	TAKE VEGAS BACK	86279483 5/13/2014	4761662 6/23/2015	Registered	W2007 Stratosphere Propco, LLC
71.	TAKE VEGAS BACK	86279488 5/13/2014	4753165 6/9/2015	Registered	W2007 Stratosphere Propco, LLC
72.	TAKE VEGAS BACK! 	86279493 5/13/2014	4761663 6/23/2015	Registered	W2007 Stratosphere Propco, LLC
73.	TAKE VEGAS BACK! 	86279494 5/13/2014	4753166 6/9/2015	Registered	W2007 Stratosphere Propco, LLC
74.	THE CHAPEL IN THE CLOUDS	76423047 6/17/2002	2868387 8/3/2004	Registered	W2007 Stratosphere Propco, LLC
75.	TOP OF THE WORLD	75012390 10/25/1995	2072694 6/17/1996	Registered	W2007 Stratosphere Propco, LLC
76.	TRIPLE DOG DARE	86452112 11/12/2014	---	Pending ITU	W2007 Stratosphere Propco, LLC
77.	ULTIMATE REWARDS	76426101 6/28/2002	2826028 3/23/2004	Registered	W2007 Stratosphere Propco, LLC
78.	X SCREAM	76565397 12/3/2003	2904610 11/23/2004	Registered	W2007 Stratosphere Propco, LLC