

TO:LAURA GOLDBARD GEORGE COMPANY:180 MAIDEN LANE

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

**07/21/2010**  
**900167524**

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type                           |
|--|----------|----------------|---------------------------------------|
| Trump Entertainment Resorts Holdings, L.P.           |          | 07/16/2010     | LIMITED PARTNERSHIP: DELAWARE         |
| Trump Entertainment Resorts, Inc.                    |          | 07/16/2010     | CORPORATION: DELAWARE                 |
| TERH LP Inc.   |          | 07/13/2010     | CORPORATION: DELAWARE                 |
| Trump Marina Associates, LLC                         |          | 07/16/2010     | LIMITED LIABILITY COMPANY: NEW JERSEY |
| Trump Plaza Associates, LLC                          |          | 07/16/2010     | LIMITED LIABILITY COMPANY: NEW JERSEY |
| Trump Taj Mahal Associates, LLC                      |          | 07/16/2010     | LIMITED LIABILITY COMPANY: NEW JERSEY |
| Trump Entertainment Resorts Development Company, LLC |          | 07/16/2010     | LIMITED LIABILITY COMPANY: DELAWARE   |
| TCI 2 Holdings, LLC                                  |          | 07/16/2010     | LIMITED LIABILITY COMPANY: DELAWARE   |
| Trump Entertainment Resorts Funding, Inc.            |          | 07/16/2010     | CORPORATION: DELAWARE                 |

**RECEIVING PARTY DATA**

|                        |                             |
|------------------------|-----------------------------|
| <b>Name:</b>           | Beal Bank, S.S.B.           |
| <b>Street Address:</b> | 6000 Legacy Drive           |
| <b>City:</b>           | Plano                       |
| <b>State/Country:</b>  | TEXAS                       |
| <b>Postal Code:</b>    | 75024                       |
| <b>Entity Type:</b>    | State Savings Bank: / Texas |

**PROPERTY NUMBERS Total: 19**

| Property Type        | Number  | Word Mark       |
|----------------------|---------|-----------------|
| Registration Number: | 1753407 | FIFTH AVENUE    |
| Registration Number: | 1720763 | CENTRAL PARK    |
| Registration Number: | 3385427 | 24 CENTRAL CAFE |

CH \$490.00 1753407

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|                      |          |                           |
|----------------------|----------|---------------------------|
| Registration Number: | 3617105  | MAKE IT YOUR OWN          |
| Registration Number: | 2177705  | XANADU                    |
| Registration Number: | 1704378  | SCHEHERAZADE              |
| Registration Number: | 1847479  | THE BOMBAY CAFE           |
| Registration Number: | 1950821  | TAJ POKER                 |
| Registration Number: | 2243342  | STEEL PIER                |
| Registration Number: | 2640950  | MARK ANTHONY'S RISTORANTE |
| Registration Number: | 3617104  | IT'S BETTER OUT HERE      |
| Registration Number: | 2092055  | COMPVENIENCE              |
| Registration Number: | 1785008  | IMPERIAL COURT            |
| Registration Number: | 3377221  | FINESTRA                  |
| Serial Number:       | 77607933 | GAS-BACK                  |
| Registration Number: | 3381641  | FAKEFEST                  |
| Registration Number: | 3408494  | THE RIM NOODLE BAR        |
| Registration Number: | 3444189  | SPICE ROAD                |
| Serial Number:       | 77820234 | CASBAH                    |

**CORRESPONDENCE DATA**

Fax Number: (212)806-2560  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-806-5400  
 Email: tm@stroock.com  
 Correspondent Name: Laura Goldbard George  
 Address Line 1: 180 Maiden Lane  
 Address Line 2: Stroock & Stroock & Lavan LLP  
 Address Line 4: New York, NEW YORK 10038-4982

|                         |                         |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 002049/0007             |
| NAME OF SUBMITTER:      | Laura Goldbard George   |
| Signature:              | /laura goldbard george/ |
| Date:                   | 07/21/2010              |

Total Attachments: 10  
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**EXECUTION VERSION**

**AMENDED AND RESTATED  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated July 16, 2010, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Beal Bank, SSB, as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TRUMP ENTERTAINMENT RESORTS HOLDINGS, L.P., a Delaware limited partnership, has entered into an Amended and Restated Credit Agreement dated as of July 16, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Beal Bank, SSB, as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor has executed and delivered that certain Amended and Restated Security Agreement dated July 16, 2010 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and

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applications and exclusive copyright licenses set forth in Schedule A hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

**SECTION 2. Security for Obligations.** The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

**SECTION 4. Execution in Counterparts.** This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 5. Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

**SECTION 6. Governing Law.** This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

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SECTION 7. Amendment and Restatement; Reaffirmation of Continuing Security. This IP Security Agreement amends and restates in its entirety that certain Intellectual Property Security Agreement, dated as of December 21, 2007, made by certain of the Grantors in favor of the Collateral Agent for the Secured Parties (the "*Existing IP Security Agreement*"), which Existing IP Security Agreement continues in effect as so amended and restated as set forth herein. Without limiting the generality of the immediately preceding sentence, the security interests and liens granted under the Existing IP Security Agreement, as so amended and restated as set forth in this Agreement, shall in all respects be and remain continuing, securing the payment of all of the Secured Obligations. The Grantors acknowledge the execution and delivery of the Credit Agreement on the date hereof and hereby reaffirm the security interests and liens granted to the Collateral Agent for the benefit of the Collateral Agent and the ratable benefit of the Lender Parties pursuant to the Existing IP Security Agreement as so amended and restated herein.


(Signature page follows)

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRUMP ENTERTAINMENT RESORTS  
HOLDINGS, L.P. as a Grantor

By: Trump Entertainment Resorts, Inc., its  
general partner

By:   
Name: John P. Burke  
Title: Chief Financial Officer, Executive Vice  
President and Corporate Treasurer

TRUMP ENTERTAINMENT RESORTS, INC.,  
as a Grantor

By:   
Name: John P. Burke  
Title: Chief Financial Officer, Executive Vice  
President and Corporate Treasurer

Address for Notices:  
15 South Pennsylvania Avenue  
Atlantic City, NJ 08401

TERH LP Inc.,  
as a Grantor

By:   
Name: Robert M. Pickus  
Title: Vice President, Treasurer and Secretary

Address for Notices:  
15 South Pennsylvania Avenue  
Atlantic City, NJ 08401


(Signature Page to Intellectual Property Security Agreement)

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TRUMP MARENA ASSOCIATES, LLC;  
TRUMP PLAZA ASSOCIATES, LLC;  
TRUMP TAJ MAHAL ASSOCIATES, LLC;  
TRUMP ENTERTAINMENT RESORTS  
DEVELOPMENT COMPANY, LLC;  
each as a Grantor

By: Trump Entertainment Resorts, L.P., their  
sole member

By: Trump Entertainment Resorts, Inc., its  
general partner

By:   
Name: John P. Burke  
Title: Chief Financial Officer, Executive Vice  
President and Corporate Treasurer

Address for Notices:  
15 South Pennsylvania Avenue  
Atlantic City, NJ 08401

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Atlantic City, NJ 08401

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*[Signature Page to Intellectual Property Security Agreement]*



TO:LAURA GOLDBARD GEORGE COMPANY:180 MAIDEN LANE


TCI 2 HOLDINGS, LLC,  
as a Grantor

By: Trump Entertainment Resorts, Inc., its  
sole member

By:   
Name: John P. Burke  
Title: Chief Financial Officer, Executive Vice  
President and Corporate Treasurer

Address for Notices:  
15 South Pennsylvania Avenue  
Atlantic City, NJ 08401

TRUMP ENTERTAINMENT RESORTS  
FUNDING, INC., as a Grantor

By:   
Name: John P. Burke  
Title: Chief Financial Officer, Executive Vice  
President and Corporate Treasurer


Address for Notices:  
15 South Pennsylvania Avenue  
Atlantic City, NJ 08401

*[Signature Page to Intellectual Property Security Agreement]*

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**ACKNOWLEDGED AND AGREED TO BY:**

BEAL BANK, SSB, as the Collateral Agent

By:   
Name: Jacob Cherner *UPS*  
Title: Authorized Signatory

Address for Notices:

6000 Legacy Drive  
Plano, Texas 75024  
Attn: James Erwin

*[Signature Page to Intellectual Property Security Agreement]*

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**Schedule A to  
 Intellectual Property Security Agreement**

**Trademark Registrations and Trademark Applications**

| Owner Name   | Country | Mark                       | Reg. No.       | Applic. No. | Filing Date | Expiration Date |
|--|---------|----------------------------|----------------|-------------|-------------|-----------------|
| Trump Plaza Associates, LLC (f/k/a Trump Plaza Associates)         | USA     | FIFTH AVENUE               | 1,753,407      | 74/228952   | 12/10/1991  | 2/16/2013       |
|  | USA     | CENTRAL PARK               | 1,720,763      | 74/133,498  | 01/25/1991  | 9/29/2012       |
|  | USA     | 24 CENTRAL CAFE            | 3,385,427      | 78/815,781  | 2/15/2006   | 2/19/2019       |
| Trump Taj Mahal Associates, LLC (f/k/a Trump Taj Mahal Associates) | USA     | MAKE IT YOUR OWN           | 3,617,105      | 77/391,384  | 2/7/2008    | 5/5/2019        |
|  | USA     | XANADU                     | 2,177,705      | 74/519,789  | 05/03/1994  | 8/4/2018        |
|  | USA     | SCHEHERAZADE               | 1,704,378      | 74/027602   | 02/12/1990  | 7/28/2012       |
|  | USA     | THE BOMBAY CAFE AND DESIGN | 1,847,479      | 74/027734   | 01/12/1990  | 7/26/2014       |
|  | USA     | TAJ POKER                  | 1,950,821      | 74/608,631  | 12/07/1994  | 1/23/2016       |
|  | USA     | STEEL PIER                 | 2,243,342      | 75/249,207  | 02/27/1997  | 5/4/2019        |
|  | USA     | MARK ANTHONY'S RISTORANTE  | 2,640,950      | 761281,774  | 07/06/2001  | 10/22/2012      |
| Trump Marina Associates, LLC (f/k/a Trump Marina Associates, L.P.) | USA     | IT'S BETTER OUT HERE       | 3,617,104      | 77/391,357  | 2/7/2008    | 5/5/2019        |
|  | USA     | COMPVENIENCE               | 2,092,055      | 75/037,686  | 12/27/1995  | 8/26/2017       |
|  | USA     | IMPERIAL COURT             | 1,785,008      | 74/235278   | 01/06/1992  | 7/27/2013       |
|  | USA     | FINESTRA                   | 3,377,221      | 77/080,249  | 1/10/2007   | 2/15/2018       |
| Trump Entertainment Resorts Holdings, L.P.                         | USA     | GAS-BACK                   | Not applicable | 77/607,933  | 11/5/2008   | Not applicable  |
|  | USA     | FAKBEST                    | 3,381,641      | 77/246,811  | 8/3/2007    | 2/12/2018       |

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| Loan Part | Country | Mark               | Reg. No.       | Applic. No. | Initial Date | Expiration Date |
|-----------|---------|--------------------|----------------|-------------|--------------|-----------------|
|           | USA     | THE RIM NOODLE BAR | 3,408,494      | 77/234,039  | 7/19/2007    | 4/8/2018        |
|           | USA     | SPICE ROAD         | 3,444,189      | 77/234,102  | 7/19/2007    | 6/10/2018       |
|           | USA     | CASBAH             | Not applicable | 77/820,234  | 9/04/2009    | Not applicable  |

**Trademark Licenses**

None.

**Trade Names**

| Company Name   | Trade Name                    |
|--|-------------------------------|
| Trump Marina Associates, LLC (f/k/a Trump Marina Associates, L.P.) | Trump Marina Hotel Casino     |
| Trump Plaza Associates, LLC (f/k/a Trump Plaza Associates)         | Trump Plaza Hotel Casino      |
| Trump Taj Mahal Associates, LLC (f/k/a Trump Taj Mahal Associates) | Trump Taj Mahal Casino Resort |

**Patents / Patent Applications / Patent Licenses**

| Application No. and Application Date | Patent No. and Issue Date                            | Title   |
|--------------------------------------|--|---|
| 11/752,409<br>5/23/2007              | Application filed but patent has not been issued yet | Method of Controlling Out of Order Mode on A Game |

**Copyrights / Copyright Applications / Copyright Licenses**

None.

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**Licenses Granted with respect to Intellectual Property**

None.

**Intellectual Property Agreements Involving Licenses or Other Rights of each Loan Party to use Intellectual Property Owned by a Third Party**

Certain rights were granted to the Loan Parties listed below pursuant to the Trademark License Agreement referred to below.

**Other Intellectual Property Agreements**

| Loan Party  | Description of Agreement  | Expiration Date |
|---|---|-----------------|
| Trump Entertainment Resorts Holdings, L.P.; Trump Entertainment Resorts, Inc.; Trump Taj Mahal Associates, LLC; Trump Plaza Associates, LLC; Trump Marina Associates, LLC | Second Amended and Restated Trademark License Agreement, dated as of July 16, 2010, between Donald J. Trump, Ivanka Trump, Trump Entertainment Resorts, Inc., Trump Entertainment Resorts Holdings, L.P., Trump Taj Mahal Associates, LLC, Trump Plaza Associates, LLC and Trump Marina Associates, LLC | In perpetuity   |

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