

TO: LAURA GOLDBARD GEORGE COMPANY: 180 MAIDEN LANE

Rec  
8/4/10

08-04-2010



Electronic Version v1.1  
 Stylesheet Version v1.1

103603526

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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

Name:	Beal Bank, S.S.B.
Street Address:	6000 Legacy Drive
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	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 1753407 \$490.00

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Registration Number:	3817105	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:	2840950	MARK ANTHONY'S RISTORANTE
Registration Number:	3817104	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:	3381841	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: lm@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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TRADEMARK

REEL: 004254 FRAME: 0899

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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 MARINA 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

*[Signature Page to Intellectual Property Security Agreement]*



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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:

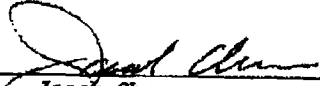
15 South Pennsylvania Avenue  
Atlantic City, NJ 08401

*[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  
Title: Authorized Signatory *WJA*

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**

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	PAKEFEST	3,381,641	77/246,811	8/3/2007	2/12/2018

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	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**

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**

11/752,409	Application filed but patent has not been issued yet	Method of Controlling Out of Order Mode on A Game
5/23/2007		

**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**

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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