

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trump Entertainment Resorts Inc.		02/05/2015	CORPORATION: DELAWARE
Trump Entertainment Resorts Holdings, L.P.		02/05/2015	LIMITED PARTNERSHIP: DELAWARE
TERH LP Inc.		02/05/2015	CORPORATION: DELAWARE
Trump Marina Associates, LLC		02/05/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
Trump Plaza Associates, LLC		02/05/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
Trump Taj Mahal Associates, LLC		02/05/2015	LIMITED LIABILITY COMPANY: NEW JERSEY
Trump Entertainment Resorts Development Company, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
TER Development Company, LLC		02/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Icahn Agency Services, LLC		
Street Address:	767 Fifth Avenue, 47th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10153		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1753407	FIFTH AVENUE	
Registration Number:	1720763	CENTRAL PARK	
Registration Number:	3385427	24 CENTRAL CAFE	
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	
TRADEMARK			

CH \$390.00 1753407

Property Type	Number	Word Mark
Registration Number:	2121189	TAJ MAHAL
Registration Number:	3617104	IT'S BETTER OUT HERE
Registration Number:	2092055	COMPVENIENCE
Registration Number:	1785008	IMPERIAL COURT
Registration Number:	3408494	THE RIM NOODLE BAR
Registration Number:	3444189	SPICE ROAD
Registration Number:	3884880	CASBAH

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@dechert.com, erin.reimer@dechert.com

Correspondent Name: Glenn A. Gundersen

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER: 135732

NAME OF SUBMITTER: Erin Reimer

SIGNATURE: /Erin Reimer/

DATE SIGNED: 02/24/2015

Total Attachments: 10

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**DEBTOR-IN-POSSESSION
INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS DEBTOR-IN-POSSESSION INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time this “**IP Security Agreement**”), dated as of February 5, 2015, is made by TRUMP ENTERTAINMENT RESORTS INC., a Delaware corporation (“**TER**”), and the other Persons listed as grantors on the signature pages hereof (collectively, with TER, the “**Grantors**”), in favor of Icahn Agency Services, LLC, as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to Article VII of the Credit Agreement (as hereinafter defined), the “**Collateral Agent**”) for the Secured Parties (as defined in the Credit Agreement).

WHEREAS, on September 9, 2014, each of the Grantors filed a petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”).

WHEREAS, each of the Grantors continues to operate its business as a debtor-in-possession in the Bankruptcy Cases (as defined in the Credit Agreement) pursuant to section 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, in connection with and during the pendency of the Bankruptcy Cases and pursuant to the Superpriority Senior Secured Priming Debtor-in-Possession Credit Agreement dated as of February 5, 2015 (the “**Credit Agreement**”), by and among each of the Grantors, as a Borrower, the Lenders party thereto, the Administrative Agent and the Collateral Agent (each as defined therein), the Lenders have severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein (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 Grantors have executed and delivered that certain Debtor-In-Possession Security Agreement dated as of February 5, 2015 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 things, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for filing with the U.S. Copyright Office and U.S. Patent and Trademark Office, as applicable. It is a condition precedent to the effectiveness of the Credit Agreement that each Grantor shall have granted the security interest contemplated by this IP Security Agreement.

WHEREAS, the DIP Order authorizes the grant of a security interest in all of each Grantor’s right, title and interest in the Collateral (as hereinafter defined) and the proceeds

thereof to secure the Obligations pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code.

WHEREAS, from and after entry of the DIP Order, the Obligations will constitute allowed Superpriority Claims in the Bankruptcy Cases, as provided under section 364(c)(1) of the Bankruptcy Code, subject only to the Carve-Out.

WHEREAS, to supplement the DIP Order and the Security Agreement and without in any way diminishing or limiting the effect thereof or the security interest granted thereunder, the parties hereto desire to enter into this IP Security Agreement to secure the payment and performance of the Obligations and to more fully set forth their respective rights in connection with such security interests.

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**"):

(a) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(b) 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**");

(c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto (the "**Copyrights**");

(d) 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;

(e) 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

(f) 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 (all such Obligations being the “**Secured Obligations**”). 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or by electronic mail shall be effective as delivery of an original executed counterpart of this IP Security 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.

Section 7. Matters Relating to Security.

(a) The security interest and the Superpriority Claims granted by and pursuant to this IP Security Agreement may be independently granted by the DIP Order and the other Loan Documents. This IP Security Agreement, the DIP Order and such other Loan Documents supplement each other, and the grants, priorities, rights and remedies of the Collateral Agent and Secured Parties hereunder and thereunder are cumulative.

(b) The security interest hereunder shall be deemed valid, binding, continuing, enforceable and fully perfected and first priority Liens (subject only to the Carve-Out and Permitted Prior Liens) on the Collateral by entry of the DIP Order and subject to the terms thereof. The Collateral Agent shall not be required to file any financing statements, notices of

Lien or similar instruments in any jurisdiction or governmental or other filing office or to take any other action in order to validate or perfect the Liens and security interests granted by or pursuant to this IP Security Agreement, the DIP Order or any other Loan Document.

(c) The security interest, the priority of the security interest, and the Superpriority Claims and other rights and remedies granted to the Collateral Agent pursuant to this IP Security Agreement, the DIP Order and the other Loan Documents (specifically including but not limited to the existence, validity, enforceability, extent, perfection and priority of the security interest) and the administrative superpriority provided herein and therein shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of debt by any Grantor (pursuant to section 364 of the Bankruptcy Code or otherwise), or by any dismissal or conversion of the Bankruptcy Cases, or by any other act or omission whatsoever. Without limiting the foregoing, and notwithstanding any such order, financing, extension, incurrence, dismissal, conversion, act or omission:

(i) Except for the Carve-Out or as otherwise expressly set forth in the DIP Order, no costs or expenses of administration which have been or may be incurred in the Bankruptcy Case or any conversion of the same or in any other proceedings related thereto, and no priority claims, are or will be prior to or *pari passu* with any claim of the Collateral Agent or any Lender against any Grantor in respect of the Secured Obligations.

(ii) The security interest granted to the Collateral Agent pursuant to this IP Security Agreement, the DIP Order and the other Loan Documents shall constitute valid, binding, continuing, enforceable and fully perfected first priority Liens (subject only to the Carve-Out, Permitted Prior Liens or as otherwise expressly set forth in the DIP Order) and shall be prior to (except with respect to the Carve-Out, Permitted Prior Liens and as set forth in the DIP Order) all other Liens and interests, now existing or hereafter arising, in favor of any other creditor or any other Person whatsoever; and

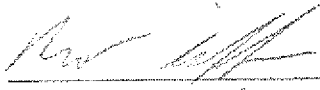
(iii) The security interest granted to the Collateral Agent pursuant to this IP Security Agreement, the DIP Order and the Collateral Documents shall continue to be valid, binding, continuing, enforceable and fully perfected without the necessity for the Collateral Agent to file any financing statements or otherwise perfect the security interest under applicable non-bankruptcy law.

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

GRANTORS:

TRUMP ENTERTAINMENT RESORTS, INC.,
as a Grantor

By: 
Name: Robert Griffin
Title: CEO

TRUMP ENTERTAINMENT RESORTS
HOLDINGS, L.P. as a Grantor
By: Trump Entertainment Resorts, Inc., its
general partner

By: 
Name: Robert Griffin
Title: CEO

Address for Notices:
1000 Boardwalk at Virginia Avenue
Atlantic City, NJ 08401

TERH LP Inc.,
as a Grantor

By: _____
Name:
Title:

[Signature Page to Intellectual Property Security Agreement]

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

GRANTORS:

TRUMP ENTERTAINMENT RESORTS, INC.,
as a Grantor


By: _____
Name:
Title:

TRUMP ENTERTAINMENT RESORTS
HOLDINGS, L.P. as a Grantor
By: Trump Entertainment Resorts, Inc., its
general partner

By: _____
Name:
Title:

Address for Notices:
1000 Boardwalk at Virginia Avenue
Atlantic City, NJ 08401

TERH LP Inc.,
as a Grantor

By: 
Name: Daniel McFadden
Title: President

[Signature Page to Intellectual Property Security Agreement]

Address for Notices:

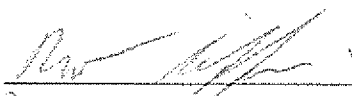
1000 Boardwalk at Virginia Avenue
Atlantic City, NJ 08401

TRUMP MARINA ASSOCIATES, LLC;
TRUMP PLAZA ASSOCIATES, LLC;
TRUMP TAJ MAHAL ASSOCIATES, LLC;
TRUMP ENTERTAINMENT RESORTS
DEVELOPMENT COMPANY, LLC;
TER 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: Robert Griffin

Title: CEO

Address for Notices:

1000 Boardwalk at Virginia Avenue
Atlantic City, NJ 08401

[Signature Page to Intellectual Property Security Agreement]

ACKNOWLEDGED AND AGREED TO BY:

**ICAHN AGENCY SERVICES, LLC, as the
Collateral Agent**

By: Anthony Canova
Name: Anthony Canova
Title: Chief Financial Officer

Address for Notices:
767 Fifth Avenue, 47th Fl.
New York, NY 10153
Attn: Andrew Langham

[Signature Page to Intellectual Property Security Agreement]

Schedule A to Intellectual Property Security Agreement

Trademark Registrations and Trademark Applications

Grantor	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	TAJ MAHAL	2,121,189	75/159,919	08-29-1996	12/16/2017
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	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	3,884,880	77/820,234	9/04/2009	12/7/2020

Patents/Patent Applications

None

Copyrights/Copyright Applications/Exclusive Copyright Licenses

None

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NY 75494253v6

RECORDED: 02/24/2015

**TRADEMARK
REEL: 005465 FRAME: 0232**