

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374777

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trump Entertainment Resorts Inc.		02/26/2016	CORPORATION: DELAWARE
Trump Entertainment Resorts Holdings, L.P.		02/26/2016	LIMITED PARTNERSHIP: DELAWARE
TERH LP Inc.		02/26/2016	CORPORATION: DELAWARE
Trump Marina Associates, LLC		02/26/2016	LIMITED LIABILITY COMPANY: NEW JERSEY
Trump Plaza Associates, LLC		02/26/2016	LIMITED LIABILITY COMPANY: NEW JERSEY
Trump Taj Mahal Associates, LLC		02/26/2016	LIMITED LIABILITY COMPANY: NEW JERSEY
Trump Entertainment Resorts Development Company, LLC		02/26/2016	LIMITED LIABILITY COMPANY: DELAWARE
TER Development Co., LLC		02/26/2016	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: 11

Property Type	Number	Word Mark
Registration Number:	1753407	FIFTH AVENUE
Registration Number:	1720763	CENTRAL PARK
Registration Number:	3385427	24 CENTRAL CAFE
Registration Number:	2177705	XANADU
Registration Number:	1847479	THE BOMBAY CAFE
Registration Number:	1950821	TAJ POKER
Registration Number:	2092055	COMPVENIENCE
Registration Number:	2121189	TAJ MAHAL

TRADEMARK

Property Type	Number	Word Mark
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: Cira Centre, 2929 Arch Street

Address Line 2: Dechert LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	135732
NAME OF SUBMITTER:	Erin Reimer
SIGNATURE:	/Erin Reimer/
DATE SIGNED:	02/26/2016

Total Attachments: 7

source=Icahn Agency TM security (2.26.2016)#page1.tif
source=Icahn Agency TM security (2.26.2016)#page2.tif
source=Icahn Agency TM security (2.26.2016)#page3.tif
source=Icahn Agency TM security (2.26.2016)#page4.tif
source=Icahn Agency TM security (2.26.2016)#page5.tif
source=Icahn Agency TM security (2.26.2016)#page6.tif
source=Icahn Agency TM security (2.26.2016)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS 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 26, 2016 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.

WHEREAS, on January 30, 2015 the Grantors filed the Plan of Reorganization with the Bankruptcy Court, which Plan of Reorganization was confirmed pursuant to the Confirmation Order.

WHEREAS, in connection with the Grantors’ emergence from bankruptcy and pursuant to that certain Credit Agreement dated as of February 26, 2016 by and among each of the Grantors, as a Borrower, the Lenders party thereto, the Administrative Agent (as defined therein) and the Collateral Agent (the “*Credit Agreement*”; capitalized terms used herein but not otherwise defined herein being used herein as defined in the Credit Agreement), the Lenders have severally agreed to make extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein.

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered that certain Security Agreement of even date herewith from the Grantors in favor of the Collateral Agent (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, to supplement 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. The security interest granted to the Collateral Agent pursuant to this IP Security Agreement and the other Loan Documents shall constitute valid, binding, continuing, enforceable and fully perfected first priority Liens (subject to Existing Liens) and shall be prior (except with respect to Existing Liens) to all other Liens and interests, now existing or hereafter arising, in favor of any other creditor or any other Person whatsoever.

[Remainder of Page Intentionally Left Blank]

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.

GRANTORS:

TRUMP ENTERTAINMENT RESORTS, INC.,
as a Grantor

By: 
Name: Daniel McFadden
Title: Chief Financial Officer

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

By: 
Name: Daniel McFadden
Title: Chief Financial Officer

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

TERH LP Inc.,
as a Grantor

By: 
Name: Daniel McFadden
Title: President

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

[Signature Page to Intellectual Property Security Agreement]

TRUMP MARINA ASSOCIATES, LLC;
TRUMP PLAZA ASSOCIATES, LLC;
TRUMP TAJ MAHAL ASSOCIATES, LLC;
TRUMP ENTERTAINMENT RESORTS
DEVELOPMENT COMPANY, LLC;
TER DEVELOPMENT CO., LLC;
each as a Grantor

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

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

By: 
Name: Daniel McFadden
Title: Chief Financial Officer

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

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005740 FRAME: 0784

ACKNOWLEDGED AND AGREED TO BY:

ICAHN AGENCY SERVICES, LLC, as the Collateral Agent

By: Icahn Capital LP, sole member

By: Keith Cozza
Name: Keith Cozza
Title: Chief Operating Officer

Address for Notices:

767 Fifth Avenue, 76th 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

Loan Party	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	2/16/2023
	USA	CENTRAL PARK	1,720,763	74/133,498	01/25/1991	9/29/2022
	USA	24 CENTRAL CAFE	3,385,427	78/815,781	2/15/2006	2/19/2018
Trump Taj Mahal Associates, LLC (f/k/a Trump Taj Mahal Associates)	USA	XANADU	2,177,705	74/519,789	05/03/1994	8/4/2018
	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 ¹
Trump Marina Associates, LLC (f/k/a Trump Marina Associates, L.P.)	USA	COMPVENIENCE	2,092,055	75/037,686	12/27/1995	8/26/2017
Trump Entertainment Resorts, Inc.	USA	TAJ MAHAL	2,121,189	75/159,919	08-29-1996	12/16/2017
Trump Entertainment Resorts Holdings, L.P.	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	12/7/2016

Patents/Patent Applications

None

Copyrights/Copyright Applications/Exclusive Copyright Licenses

None

¹ In grace period.