

12-07-2000

Form PTO-1595
1-31-92

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Donald J. Trump

☒ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☐ Other

Additional name(s) of conveying party(ies) attached?
☐ yes ☒ no

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address:

Street Address: 280 Park Avenue

City New York State NY Zip 10017

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

Additional name(s) & address(es) attached?
☐ Yes ☒ No

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: April 16, 1990

4. Application number(s) or registration number(s): 1,825,666; 1,755,971; 1,749,119

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

W. Mack Webner
 SUGHRUE, MION, ZINN, MACPEAK & SEAS
 2100 Pennsylvania Avenue, N.W.
 Washington, D.C. 20037-3202

6. Total number of applications and registration involved: 3

7. Total Fee (37 CFR 3.41): \$90.00

☒ Enclosed. Please charge any underpayment in connection with this Change of Name to Deposit Account No. 19-4880.

☐ Authorized to be charged to Deposit Account

8. Deposit Account No.: _____
 (Attach dupl. Copy of this page if paying by Deposit Account)

DO NOT WRITE IN THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

W. Mack Webner

Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT: 59

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

[Deferred Interest]

SECURITY AGREEMENT

SECURITY AGREEMENT dated as of August 8, 1990, between Donald J. Trump ("DJT") and BANKERS TRUST COMPANY, as collateral agent for the lenders party to the Override Agreement referred to below (in such capacity, together with its successors in such capacity, the "Collateral Agent").

DJT, certain entities related to DJT (collectively with DJT, the "DJT Entities"), certain lenders and the Collateral Agent are parties to an Override Agreement dated as of August 8, 1990 (as modified and supplemented and in effect from time to time, the "Override Agreement"), providing for, among other things, the deferral of certain payments of interest to the lenders by the DJT Entities under certain loan documents, all on the terms and subject to the conditions referred to in the Override Agreement and the other agreements, instruments and documents referred to therein.

DJT, certain lenders and Bankers Trust Company, as agent (in such capacity, the "Credit Agreement") are parties to a Credit Agreement dated as of August 8, 1990 (as modified and supplemented and in effect from time to time, the "Credit Agreement"), providing for, among other things, the extension of certain additional credit (by means of making loans and issuing letters of credit) by said lenders to DJT in an aggregate principal and/or face amount not exceeding \$65,000,000 on the terms and subject to the conditions referred to in the Credit Agreement and the other agreements, instruments and documents referred to therein.

To induce said lenders and the Collateral Agent to Lender into the Override Agreement, the Credit Agreement and the transactions contemplated thereby, and to restructure the indebtedness and extend the credit referred to therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DJT has agreed to pledge and grant a security interest in the Collateral (as hereinafter defined) as security for the Secured Obligations (as so defined). Accordingly, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Override Agreement are used herein as defined therein. In addition, as used herein:

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"Accounts" shall have the meaning ascribed thereto in Section 3(e) hereof.

"Business" shall mean, collectively, each and every business and line of business from time to time, now or hereafter and directly or indirectly, conducted by DJT, including, without limitation, those relating to the construction, ownership, use, operations, development or management of real estate, airlines and hotels, excluding any business pursued in connection with a New Venture.

"Collateral" shall have the meaning ascribed thereto in Section 3 hereof.

"Copyright Collateral" shall mean all Copyrights, whether now owned or hereafter acquired by DJT, including each Copyright identified in Annex 3 hereto.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Credit Agreement Obligations" shall mean all obligations of DJT arising from time to time pursuant to the Credit Agreement.

"Event of Default" shall mean the occurrence of any (a) Foreclosure Event under and pursuant to the Override Agreement or (b) default hereunder.

"Instruments" shall have the meaning ascribed thereto in Section 3(f) hereof.

"Intellectual Property" shall mean, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the Business; (b) all licenses or used or other agreements granted to DJT with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the Trademark Collateral listed in Annex 6 hereto; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials, standards, processing standards, performance standards, catalogs, computer and automatic machinery software

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and programs, and the like pertaining to the operation by DJT of the Business; (d) all filed repair data, sales data and other information relating to sales or service of productions now or hereafter manufactured and which pertain to the Business; (e) all accounting information which pertains to the Business and all media in which or on which any of the information or knowledge or data or records which pertain to the Business may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by DJT pertaining to the operation by DJT of the Business; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by DJT in respect of any of the items listed above.

"Issuers" shall mean, collectively, the respective corporations identified in Annex 2 hereto under the caption "Issuers".

"Mortgages" shall mean the mortgages existing on the date hereof secured by the Pledged Property, as more particularly described on Annex 8 hereto.

"Motor Vehicles" shall mean motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership.

"Partnership Agreement" shall have the meaning ascribed thereto in Section 4.16 hereof.

"Partnership Collateral" shall have the meaning ascribed thereto in Section 3(a) hereof.

"Partnership Interests" shall mean all interests of DJT, whether general, limited or otherwise, in each Partnership

"Partnerships" shall mean, collectively, the partnerships, joint ventures and joint adventures listed on Annex 1 hereto.

"Patent Collateral" shall mean all Patents, whether now owned or hereafter acquired by DJT, including each Patent identified in Annex 4 hereto.

"Patents" shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and

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payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Pledged Property" shall have the meaning ascribed thereto in Section 3(e) hereof.

"Pledged Stock" shall have the meaning ascribed thereto in Section 3(b) hereof.

"Prior Liens" shall mean all Liens on the Collateral set forth on Annex 10 hereto.

"Secured Obligations" shall mean, collectively, (a) all Deferred Recourse Interest Obligations and (b) all obligations of DJT to the Collateral Agent hereunder.

"Stock Collateral" shall mean, collectively, the Collateral described in clauses (b) through (d) of Section 3 hereof and the proceeds of an to any such property and, to the extent related to any such property or such proceeds, all books, correspondence, credit files, records, invoices and other papers.

"Trademark Collateral" shall mean all Trademarks, whether now owned or hereafter acquired by DJT, including each Trademark identified in Annex 5 hereto. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark which would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

"Trademarks" shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

"Transfer" shall mean, collectively, (a) any sale or other disposition of all or any part of the Pledged Property, (b) any condemnation of all or any part of the Pledged Property or any taking of all or any part of any Pledged Property as a result of the exercise of the power of eminent domain, (c) any damage, casualty or loss of all or any part of the Pledged Property and (d) any financing or refinancing of all or any part of the Pledged Property.

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"Uniform Commercial Code" shall mean the Uniform Commercial Code as in effect in the State of New York from time to time.

Section 2. Representations and Warranties. DJT represents and warrants to the Lenders and the Collateral Agent that:

(a) DJT is the sole beneficial owner of the Collateral in which he purports to grant a security interest pursuant to Section 3 hereof and no Lien exists or will exist upon any such Collateral at any time (and, with respect to the said Collateral, no right or option to acquire the same exists in favor of any other Person), except for Liens permitted under or contemplated by the Credit Agreement or the Override Agreement (including, without limitation, all Liens arising on such Collateral) and except for the pledge of such Collateral in favor of the Collateral Agent for the Lenders; the pledge and security interest constitutes, subject to the terms of the Override Agreement and Section 1.04(e) hereof, a perfected pledge and security interest in and to all of such Collateral;

(b) the Pledged Stock evidenced by the certificates identified in Annex 2 hereto is, and all other Pledged Stock in which DJT shall hereafter grant a security interest pursuant to Section 3 hereof will be, duly authorized, lawfully issued, fully paid and nonassessable and none of such Pledged Stock is or will be subject to any contractual prohibition or any restriction under the charter or by-laws of the respective Issuers of such Pledged Stock, upon, and with respect to, the transfer of such Pledged Stock (except for any such restrictions contained herein, in the Credit Agreement or in the Override Agreement);

(c) the Pledged Stock evidenced by the certificates identified in Annex 2 hereto constitutes all of the issued and outstanding shares of capital stock of any class of the Issuers beneficially owned by DJT on the date hereof (whether or not registered in the name of DJT) and said Annex 2 correctly identifies, as at the date hereof, the respective Issuers of such Pledged Stock, the respective class and par value of the shares comprising such Pledged Stock and the respective number of shares (and registered owner thereof) evidenced by each such certificate;

(d) each Partnership is a partnership duly organized and in good standing under the laws of its respective jurisdiction of organization;

(e) Annexes 3, 4 and 5 hereto, respectively, set forth a complete and correct list of all Copyrights, Patents and Trademarks owned by DJT on the date hereof; except pursuant to licenses and other user agreements entered into by DJT in the ordinary course of business, which are listed in Annex 6 hereto, DJT owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Copyright, Patent or Trademark listed in said Annexes 3, 4 and 5, and all registrations listed in said Annexes 3, 4 and 5 are valid and in full force and effect; except as may be set forth in said Annex 6, DJT owns and possesses the right to use all Copyrights, Patents and Trademarks;

(f) Annex 6 hereto sets forth a complete and correct list of all licenses and other user agreements included in the Intellectual Property on the date hereof;

(g) to DJT's knowledge, (i) except as set forth in Annex 5 hereto, there is no violation by others of any right of DJT with respect to any Copyright, Patent or Trademark listed in Annexes 3, 4 and 5 hereto, respectively, under the name of DJT and (ii) DJT is not infringing in any respect upon any Copyright, Patent or Trademark of any other Person; and no proceedings have been instituted or are pending against DJT or, to DJT's knowledge, threatened, and no claim against DJT has been received by DJT, alleging any such violation, except as may be set forth in said Annex 6;

(h) DJT does not own any Trademarks registered in the United States of America to which the last sentence of the definition of Trademark Collateral applies;

(i) DJT has good and marketable title to an indefeasible fee simple or leasehold estate in and to the Pledged Property (as set forth in Annex 8 hereto), subject to no Lien other than the Lien of the Mortgages, Permitted Liens and other Liens which are set forth as exceptions to title in the title insurance policies (copies of which have heretofore been delivered to the Collateral Agent) insuring the Mortgages; and

(j) except as disclosed in the Credit Agreement, no consent of any other Person and no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for

(k) the grant hereunder to the Collateral Agent by DJT of the security interest in the Collateral or (ii) for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement or the remedies in respect of the Collateral pursuant to this Agreement (except

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as may be required in connection with any disposition of any portion of the Collateral by laws affecting the offering and sale of securities generally).

Section 3. Collateral. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, DJT hereby pledges and grants to the Collateral Agent, for the benefit of the Lenders as provided in the Override Agreement, a security interest in all of DJT's right, title and interest in the following property, whether now owned by DJT or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located (all being collectively referred to herein as "Collateral"):

(a) all Partnership Interests listed on Annex 1 hereto (other than those indicated on Annex 1 hereto as being not pledgeable) (collectively, the "Partnership Collateral");

(b) the respective shares of capital stock of the Issuers evidenced by the certificates identified in Annex 2 hereto and all other shares of capital stock of whatever class of the Issuers, now or hereafter owned by DJT, together with in each case the certificates evidencing the same (collectively, the "Pledged Stock");

(c) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock;

(d) without affecting the obligations of DJT under any provision prohibiting such action hereunder, under the Override Agreement or otherwise, in the event of any consolidation or merger in which any Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation formed by or resulting from such consolidation or merger (the Pledged Stock, together with all other certificates, shares, securities, properties or moneys as may from time to time be pledged hereunder pursuant to clause (b) or (c) above and this clause (d) being herein collectively called the "Stock Collateral");

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(e) subject to the Override Agreement, all accounts and general intangibles (each as defined in the Uniform Commercial Code) of DJT constituting any right to the payment of money, including (but not limited to) (i) all distributions of profits and income in respect of any Partnership Interest, all payments of any and all loans made by DJT to any Partnership, all capital distributions or distributions of cash flow from or by any Partnership, all payments made to DJT upon the liquidation or dissolution of any Partnership or upon the winding up of the affairs thereof, and all other moneys due and to become due to DJT in respect of any Partnership Interest, (ii) all payments of any kind whatsoever made to or for the account of DJT with respect to, or in connection with, the fee and leasehold estates listed on Annex 8 hereto (collectively, the "Pledged Property") or with respect to, or in connection with, the ownership, possession or transfer thereof (whether or not such payments shall constitute payments of general intangibles within the meaning of the Uniform Commercial Code), (iii) all dividends and similar payments of any kind whatsoever made to or for the account of DJT with respect to, or in connection with, DJT's ownership interests in the corporations listed on Annex 11 hereto, or the share certificates evidencing such interests (it being understood that such ownership interests, as evidenced by such shares, are not, and are not intended to be, pledged hereunder and that no voting interest or other lien shall be granted to the collateral Agent in such interests and shares hereby) and (iv) all funds (such accounts, general intangibles and monies due and to become due being herein called collectively

(f) all instruments (other than the promissory notes listed on Annex 9 hereto), chattel paper or letters of credit (each as defined in the Uniform Commercial Code) evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the foregoing, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances (herein collectively called "instruments");

(g) all Intellectual Property and all other accounts or general intangibles of DJT not constituting Intellectual Property or Accounts;

(h) each contract and other agreement of DJT relating to the sale or other disposition of (or, if applicable, the transfer of) any Partnership Interest or any Pledged Property;

(i) all goods (as defined in the Uniform Commercial Code) now or hereafter owned by DJT having a book value or a fair market value in excess of \$5,000 (per item), including, without

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limitation, all consumer goods (as defined in the Uniform Commercial Code);

(g) all other tangible and intangible property not otherwise excluded in clauses (a) through (f) above of DJT, including, without limitation, proceeds, products and accessions of or to any of the property of DJT described in clauses (a) through (f) above in this Section 3 (including, without limitation, any proceeds of insurance thereon), and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of DJT or any computer bureau or service company from time to time.

Notwithstanding the foregoing, nothing herein shall be deemed to create a security interest in any (i) real property, (ii) leasehold interest in any real property or (iii) interest in any shares evidenced by stock certificates (and any related leaseholds evidenced by one or more proprietary leases) from a corporation formed for the purpose of cooperative ownership of real property owned and resided in by DJT which constitute any or all of the following three residences located at: (A) Mar-a-Lago, 1100 Ocean Boulevard, West Palm Beach, Florida 33409; (B) 21 Green Street, Greenwich, Connecticut 06830 and (C) Trump Tower, 100 West 57th Street, 57 and 58th, 721 Fifth Avenue, New York, New York.

Section 4. Further Assurances; Remedies. In consideration of the grant of the pledge and security interest pursuant to Section 3 hereof, DJT hereby agrees with each lender and the Collateral Agent as follows:

4.01. Delivery and Other Perfection. DJT shall:

(a) subject to Section 4.04(e) hereof, if any of the above-described shares, securities, monies or property required to be pledged by DJT under clauses (b), (c) and (d) of Section 3 hereof are received by DJT, forthwith either (x) transfer and deliver to the Collateral Agent such shares or securities so required by DJT (together with the certificates for any such shares and securities duly endorsed in blank or accompanied by related stock powers duly executed in blank) all of which (y) shall be held by the Collateral Agent, pursuant to the terms of this agreement and the Override Agreement, as part of the collateral or (y) take such other actions as the Collateral Agent may reasonably deem necessary or appropriate to duly perfect the lien created hereunder in such shares, securities, monies or property referred to in said clauses (b), (c) and (d);

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(b) subject to Section 4.04(e) hereof, deliver and pledge to the Collateral Agent any and all Instruments, endorsed and/or accompanied by such instruments of assignment and transfer in such form and substance as the Collateral Agent may request; provided, that so long as no Event of Default shall have occurred and be continuing, DJT, to the extent permitted in the Override Agreement, may retain for collection in the ordinary course any Instruments received by him in the ordinary course of business and the Collateral Agent shall, to the extent required by the Override Agreement, promptly upon request of DJT, make appropriate arrangements for making any other Instrument pledged by DJT available to him for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent deemed appropriate by the Collateral Agent, against trust receipt or like document);

(c) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of the Collateral Agent) to create, preserve, perfect or validate any security interest granted pursuant hereto or to enable the Collateral Agent to exercise and enforce its rights hereunder with respect to such security interest, including, without limitation, upon or after the occurrence of an Event of Default, causing any or all of the Stock Collateral to be transferred of record into the name of the Collateral Agent or its nominee (and the Collateral Agent agrees that if any Stock Collateral is transferred into its name or the name of its nominee, the Collateral Agent will thereafter promptly give to DJT copies of any notices and communications received by it with respect to the Stock Collateral) provided that notices to account debtors in respect of any Accounts or Instruments shall be subject to the provisions of clause (h) below;

(d) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as the Collateral Agent may reasonably require in order to reflect the security interests granted by this Agreement;

(e) furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Copyright Collateral, the Patent Collateral and the Trademark Collateral, respectively, and such other reports in connection with the Copyright Collateral, the Patent Collateral and the Trademark Collateral, as the Collateral Agent may reasonably request, all in reasonable detail;

(f) promptly upon request of the Collateral Agent, following receipt by the Collateral Agent of any statements, schedules or reports pursuant to clause (e) above, modify this

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Agreement by amending Annex 3, 4 or 5 hereto, as the case may be, to include any Copyright, Patent or Trademark which becomes part of the Collateral under this Agreement;

(g) permit representatives of the Collateral Agent, upon reasonable notice, at any time during normal business hours to inspect and make abstracts from its books and records pertaining to the Collateral, and upon the occurrence and during the continuation of an Event of Default, permit representatives of the Collateral Agent to be present at DJT's place of business to receive copies of all communications and remittances relating to the Collateral, and forward copies of any notices or communications received by DJT with respect to the Collateral all in such manner as the Collateral Agent may require; and

(h) upon the occurrence and during the continuance of any Event of Default, upon request of the Collateral Agent, promptly notify (and DJT hereby authorizes the Collateral Agent so to notify) each account debtor in respect of any Accounts or Instruments that such Collateral has been assigned to the Collateral Agent hereunder, and that any payments due or to become due in respect of such Collateral are to be made directly to the Collateral Agent.

4.02 Other Financing Statements and Liens;
Subordination. Except as otherwise permitted under or contemplated by the Override Agreement (including, without limitation, with respect to Prior Liens) or the Credit Agreement, without the prior written consent of the Collateral Agent (granted with the authorization of the Lenders as specified in the Override Agreement), DJT shall not file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which the Collateral Agent is not named as the sole secured party for the benefit of the Lenders. Notwithstanding anything to the contrary contained in this Agreement and notwithstanding the order or validity of perfection of, or the failure to perfect, any of the Liens created hereunder, the Liens created hereunder shall be subject and subordinate to Prior Liens and the Liens created under the Credit Agreement, and the collateral documents entered into in connection therewith.

4.03 Preservation of Rights. The Collateral Agent shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

4.04 Special Provisions Relating to Certain Collateral.

(a) Partnership Collateral.

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11. To the extent required in the Override Agreement and the Collateral Agreement, DJT will cause the Partnership Interest in each Partnership to constitute at all times an interest not less than the percentage of ownership corresponding to each Partnership on Schedule 1 hereto.

12. So long as no Event of Default shall have occurred and being continuing (and after an Event of Default shall have occurred and be continuing until, by notice to DJT, the Collateral Agent elects to exercise the right to vote or consent), DJT, to the extent permitted by the Override Agreement, shall have the right to exercise all voting, consensual and non-consensual rights pertaining to the Partnership Interests and shall be deemed to have so exercised for all purposes not inconsistent with the terms of this Agreement, the Override Agreement and the Collateral Agreement or document referred to herein.

13. If an Event of Default shall have occurred and be continuing, then, after such Event of Default shall continue, to the extent the Collateral Agent exercises any available remedies, the Collateral Agent shall have the right to exercise all voting, consensual and non-consensual rights pertaining to the Partnership Interests and shall be deemed to have so exercised for all purposes not inconsistent with the terms of this Agreement, the Override Agreement and the Collateral Agreement or document referred to herein.

Collateral Agency

14. For the purpose of enabling the Collateral Agent to exercise its rights and remedies under Section 1.15 hereof, and to the extent the Collateral Agent may be lawfully entitled to exercise its rights and remedies, and for no other purpose, DJT hereby grants to the Collateral Agent, to the extent assignable, its entire and exclusive license (exercisable without charge and without other compensation to DJT) to use, assign, sublicense and otherwise dispose of the Intellectual Property (other than the Collateral Agent's goodwill associated therewith) owned by DJT, wherever the same may be located, to the extent such license reasonable access to all media and information which may be recorded, stored and transmitted, and for the compilation or collection

15. The Collateral Agent shall not be bound by any limitation on the scope of its exercise of its rights and remedies under Section 1.15 hereof.

and the agreement, instruments and documents contemplated thereby which limit the right of DJT to dispose of his property, so long as no Event of Default shall have occurred and be continuing, DJT will be permitted to exploit, use, enjoy, protect, license, sublicense, assign, sell, dispose of or take other actions with respect to the Intellectual Property in the ordinary course of the Business of DJT. In furtherance of the foregoing, and subject to the provisions of the Override Agreement and the agreements, instruments and documents contemplated thereby, unless an Event of Default shall have occurred and in is continuing, the Collateral Agent shall from time to time, upon the request of DJT, execute and deliver any instruments, certificates or other documents, in the form so requested, which DJT shall have certified are appropriate (in his judgment) to allow him to take any action permitted above (including relinquishment of the license provided pursuant to clause (1) immediately above as to any specific Intellectual Property). Further, upon the payment in full of all of the Secured Obligations and the payment in full of, and the cancellation and termination of, all obligations of DJT under, in respect of and as contemplated by the Override Agreement, the Collateral Agent shall grant back to DJT the license granted pursuant to clause (1) immediately above. The exercise of rights and remedies under Section 4.05 hereof by the Collateral Agent shall not terminate the rights of the holders of any licenses or sublicenses theretofore granted by DJT in accordance with the first sentence of this clause (2).

(c) Motor Vehicles.

(1) Subject to Section 4.04(e) hereof, DJT shall deliver to the Collateral Agent originals of the certificates of title or ownership for the Motor Vehicles owned by DJT with the Collateral Agent listed as lienholder. Until such time as the Credit Agreement Obligations are paid in full, the Collateral Agent shall be listed as a junior lienholder to the Credit Agreement Agent.

(2) Upon the acquisition after the date hereof by DJT of any Motor Vehicle, and subject to Section 4.04(e) hereof, DJT shall deliver to the Collateral Agent originals of the certificates of title or ownership for such Motor Vehicles, together with the manufacturer's statement of origin with the Collateral Agent listed as lienholder; provided, however, if the Motor Vehicle to be acquired is subject to a purchase money security interest, the Collateral Agent shall be listed as a junior lienholder to the Person holding such purchase money security interest.

(3) Without limiting Section 4.10 hereof, DJT hereby appoints the Collateral Agent as its attorney-in-fact, effective

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the date hereof and terminating upon the termination of this Agreement, for the purpose of (i) executing on behalf of DJT title or ownership applications for filing with appropriate state agencies to enable Motor Vehicles now owned or hereafter acquired by DJT to be retitled and the Collateral Agent listed as lienholder thereon, (ii) filing such applications with such state agencies and (iii) executing such other documents and instruments on behalf of, and taking such other action in the name of, DJT as the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof (including, without limitation, the purpose of creating in favor of the Collateral Agent a perfected lien on the Motor Vehicles and exercising the rights and remedies of the Collateral Agent under Section 4.05 hereof). This appointment as attorney-in-fact is irrevocable and coupled with an interest.

(4) Any certificates of title or ownership delivered pursuant to the terms hereof shall be accompanied by odometer statements for each Motor Vehicles covered thereby.

(d) Stock Collateral.

(1) To the extent required in the Override Agreement and the Credit Agreement, DJT will cause the Stock Collateral to constitute at all times not less than the percentage of the total number of shares of each class of capital stock of each Issuer then outstanding as indicated on Annex 2 hereto.

(2) So long as no Event of Default shall have occurred and be continuing, DJT, to the extent permitted by the Override Agreement, shall have the right to exercise all voting, consensual and other powers of ownership pertaining to the Stock Collateral for all purposes not inconsistent with the terms of this Agreement, the Credit Agreement or the Override Agreement, provided that DJT agrees not to vote the Stock Collateral in any manner that is inconsistent with the terms of this Agreement, the Override Agreement or any such other instrument, document or agreement; and the Collateral Agent shall execute and deliver to DJT or cause to be executed and delivered to DJT all such proxies, powers of attorney, dividend and other orders, and all such instruments, without recourse, as DJT may reasonably request for the purpose of enabling DJT to exercise the rights and powers which they are entitled to exercise pursuant to this Section 4.04(d)(2).

(3) To the extent permitted by the Override Agreement, DJT shall be entitled to receive and retain for use in DJT's business any dividends on the Stock Collateral paid in cash out of earned surplus.

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(4) If any Event of Default shall have occurred, then so long as such Event of Default shall continue, and whether or not the Collateral Agent exercises any available right to declare any Secured Obligations due and payable or seeks or pursues any other relief or remedy available to it under applicable law or under this Agreement, the Override Agreement or any other agreement relating to such Secured Obligations, all dividends and other distributions on the Stock Collateral shall be paid directly to the Collateral Agent and retained by it as part of the Stock Collateral, subject to the terms of this Agreement and the Override Agreement, and, if the Collateral Agent shall so request in writing, DJT agrees to execute and deliver to the Collateral Agent appropriate additional dividend, distribution and other orders and documents to that end.

(e) Possessory Collateral; Prior Liens.

(1) Until the payment in full of all obligations secured by any Prior Lien, any Collateral required to be delivered hereby covered by a Prior Lien, may be held by the party so secured.

(2) If no Prior Lien exists on an item of Collateral required to be delivered hereby, until the payment in full of all Credit Agreement Obligations, all Collateral required to be delivered hereby may be delivered to the Credit Agreement Agent to be held, subject to the subordination provisions set forth herein, on behalf of the Collateral Agent.

4.05 Events of Default, etc. During the period during which an Event of Default shall have occurred and be continuing:

(i) DJT shall, at the request of the Collateral Agent, assemble the Collateral owned by it at such place or places, reasonably convenient to both the Collateral Agent and DJT designated in its request;

(ii) the Collateral Agent may make any reasonable compromise or settlement deemed desirable with respect to any of the Collateral and may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, any of the Collateral;

(iii) the Collateral Agent shall have all of the rights and remedies with respect to the Collateral of a secured party under the Uniform Commercial Code (whether or not said Code is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies

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hereunder may be asserted, including without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Collateral as if the Collateral Agent were the sole and absolute owner thereof (and DJT agrees to take all such action as may be appropriate to give effect to such right);

(iv) the Collateral Agent in its discretion may, in its name or in the name of DJT or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, but shall be under no obligation to do so; and

(v) to the extent permitted by law, the Collateral Agent may, upon 10 Business Days' prior written notice to DJT of the time and place, with respect to the Collateral or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Collateral Agent, the Lenders or any of their respective agents, sell, lease, assign or otherwise dispose of all or any of such Collateral, at such place or places as the Collateral Agent deems best, and for cash or on credit or for future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of time or place thereof (except such notice as is required above or by applicable statute and cannot be waived) and the Collateral Agent or any Lender or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale (or, to the extent permitted by law, at any private sale), and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of DJT, any such demand, notice or right and equity being hereby expressly waived and released. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the Business connected with and symbolized by the Trademark Collateral subject to such disposition shall be included, and DJT shall supply to the Collateral Agent or its designee, for inclusion in such sale, assignment or other disposition, all Intellectual Property relating to such Trademark Collateral. To the extent permitted by law, the Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned.

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The proceeds of each collection, sale or other disposition under this Section 4.05, including by virtue of the exercise of the license granted to the Collateral Agent in Section 4.04(b)(1) hereof, shall be applied in accordance with Section 4.09 hereof.

DJT recognizes that, by reason of certain prohibitions contained in the Securities Act of 1933, as amended, and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Collateral, to limit purchasers to those who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof. DJT acknowledges that any such private sales may be at prices and on terms less favorable to the Collateral Agent than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale or any Collateral for the period of time necessary to permit the respective Issuer thereof to register it for public sale.

4.06 Deficiency. Subject to Section 2.2(g) of the Override Agreement, if the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 4.05 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, DJT shall remain liable for any deficiency.

4.07 Removals, etc. Without at least 30 days prior written notice to the Collateral Agent, DJT shall not maintain any of his books or records with respect to the Collateral at any office, or maintain his principal place of business at any place, other than at the address indicated on Annex 7 hereto.

4.08 Private Sale. The Collateral Agent and the Lenders shall incur no liability as a result of the sale of the Collateral, or any part thereof, at any private sale pursuant to Section 4.05 hereof conducted in a commercially reasonable manner. DJT hereby waives any claims against the Collateral Agent or any Lender arising by reason of the fact that the price at which the Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale or was less than the aggregate amount of the Secured Obligations, even if the Collateral Agent accepts the first offer received and does not offer the Collateral to more than one offeree.

4.09 Application of Proceeds. The proceeds of any collection, sale or other realization of all or any part of the

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Collateral pursuant hereto, and any other cash at the time held by the Collateral Agent under this Section 4, shall be applied by the Collateral Agent as follows:

FIRST, to the Credit Agreement Agent for application to the Credit Agreement Obligations;

SECOND, upon the payment in full of all Credit Agreement Obligations, to the payment of the reasonable costs and expenses of such collection, sale or other realization, including out-of-pocket costs and expenses of the Collateral Agent and the fees and expenses of its agents and counsel, and all expenses and advances made or incurred by the Collateral Agent in connection therewith;

THIRD, to the extent provided in the Override Agreement to the payment in full of the Secured Obligations in accordance with the provisions of Section 3.2 of the Override Agreement; and

FINALLY, any surplus remaining after payment in full of all of the Secured Obligations, to the payment to DJT, or its successors and assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

As used in this Section 4, "proceeds" of Collateral shall mean cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of debt of DJT or any issuer of or obligor on any of the Collateral.

4.10 Attorney-in-Fact. Without limiting any rights or powers granted by this Agreement to the Collateral Agent while no Event of Default has occurred and is continuing, upon the occurrence and during the continuance of any Event of Default the Collateral Agent is hereby appointed the attorney-in-fact of DJT for the purpose of carrying out the provisions of this Section 4 and taking any action and executing any instruments which the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, so long as the Collateral Agent shall be entitled under this Section 5 to make collections in respect of the Collateral, the Collateral Agent shall have the right and power to receive, endorse and collect all checks made payable to the order of DJT representing any dividend, payment, or other distribution in respect of the Collateral or any part thereof and to give full discharge for the same.

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4.11 Perfection. Prior to or concurrently with the execution and delivery of this Agreement, DJT shall file such financing statements and other documents in such offices as the Collateral Agent may request to perfect the security interests of the Credit Agreement Obligations, DJT shall file such financing statements and other documents in such offices as the Collateral Agent may request to perfect the security interests granted by Section 3 of this Agreement. Upon the payment in full of the Credit Agreement Obligations, DJT shall (i) cause the Collateral Agent to be listed as the lienholder on all certificates of title or ownership relating to Motor Vehicles owned by DJT and (ii) deliver (or cause the Credit Agreement Agent to deliver) to the Collateral Agent all certificates identified in Annex 2 hereto accompanied by initial stock powers duly executed in blank.

4.12 Termination. When all Secured Obligations shall have been paid in full, and when all obligations of DJT under, in connection with or contemplated by the Override Agreement shall have been paid in full, canceled and terminated, this Agreement shall be deemed as terminated. The Collateral Agent shall forthwith cause to be released, surrendered and delivered, against receipt but without any endorsement, warranty or representation whatsoever, any terminating Collateral and money received in respect thereof, to or at the order of DJT and to be released and canceled all licenses and permits referred to in Section 4.04.B.1 hereof. The Collateral Agent shall not execute and deliver to DJT upon such termination such Uniform Commercial Code termination statements, notices of termination of the liens on the Motor Vehicles and such other documentation as shall be reasonably requested by DJT to effect the termination and release of the liens on the collateral.

4.13 Expenses. DJT agrees to pay to the Collateral Agent all out-of-pocket expenses (including reasonable expenses for legal services of every kind of, or incident to, the enforcement of any of the provisions of this Section 4, or any demand by the Collateral Agent of any obligations of DJT in respect of the collateral which DJT has failed or refused to perform, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Collateral, and for the care of the Collateral and defending or asserting rights and claims of the Collateral Agent in respect thereof, by litigation or otherwise, including expenses of insurance, and all such expenses shall be Secured Obligations to the Collateral Agent secured under Section 2 hereof.

4.14 Further Assurances. DJT agrees that, from time to time upon the written request of the Collateral Agent, DJT will execute and deliver such further documents and do such other acts

and things as the Collateral Agent may reasonably request in order fully to effect the purposes of this Agreement.

4.15 Release.

(a) Collateral Generally. So long as no Event of Default shall have occurred and be continuing, upon the request and at the expense of DJT, the Collateral Agent, in connection with a sale or other disposition of Collateral to the extent permitted in the Credit Agreement and Override Agreement, shall execute and deliver to DJT such instruments or filings as DJT shall reasonably request to release such Collateral from the security interest hereunder.

(b) Motor Vehicles. So long as no Event of Default shall have occurred and be continuing, upon the request of DJT, the Collateral Agent, to the extent permitted in the Credit Agreement, shall execute and deliver to DJT such instruments as DJT shall reasonably request to remove the notation of the Collateral Agent as lienholder on any certificate of title for any Motor Vehicle, provided that any such instruments shall be delivered, and the release effective, only upon receipt by the Collateral Agent of a certificate from DJT stating that the Motor Vehicle the lien on which is to be released is to be sold to DJT, has suffered a casualty loss (with title thereto passing to the casualty insurance company therefor in settlement of the claim for such loss) and all proceeds of such sale or casualty loss are to be paid to the Collateral Agent as provided.

(c) Rights of DJT. Limitations on the Collateral Agent's Obligations. It is expressly agreed by DJT that, notwithstanding to the contrary notwithstanding, DJT shall perform and perform all the material conditions and obligations to be observed and performed by DJT under any agreement governing its Partnership Interest (a "Partnership Agreement"), all in accordance with and pursuant to the respective terms and provisions thereof. The Collateral Agent shall have no obligation or liability under any Partnership Agreement by reason of or arising out of this Agreement, the Override Agreement or the assignment to the Collateral Agent of any payment relating to any Partnership Agreement pursuant hereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of DJT under or pursuant to any Partnership Agreement, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any performance by any party under any Partnership Agreement, or to assert or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may

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have been assigned to it or to which it may be entitled from time to time.

4.17 Indemnity. DJT hereby agrees to indemnify the Collateral Agent for, and to hold the Collateral Agent harmless of and from, any and all liability, loss, cost, expense or damage (including, without limitation, legal fees and disbursements) which the Collateral Agent may incur with respect to or by reason of this Agreement including, without limitation, any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, agreements or conditions contained in any document or agreement relating to the Collateral. The obligations of DJT under this Section 4.17 shall be secured by a mortgage hereunder, secured under Section 3 hereof, shall be payable by DJT immediately upon demand, and shall constitute the first priority of the obligations arising under the mortgage hereunder in the realization of any or all of the collateral.

4.18 Override Agreement. Notwithstanding anything to the contrary, if the Override Agreement is in effect and has not been terminated in accordance with its terms, the terms and provisions of this Agreement are subject to the terms and provisions of the Override Agreement.

4.19 Contracts Non-Assignable by their Terms. Notwithstanding anything to the contrary herein, to the extent that the granting by DJT of a security interest in any contract as provided herein voids (or creates a default or other breach under such contract which gives rise to material remedies against DJT) such contract, the security interest in such contract hereunder shall be deemed modified to the extent necessary so that no such voiding, default or other breach shall not occur.

Section 5. Miscellaneous.

5.01 No Waiver. No failure on the part of the Collateral Agent or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Collateral Agent or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

5.02 Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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5.03 Notices. All notices, requests, consents and demands hereunder shall be in writing and telexed or delivered to the intended recipient at its address or telex number specified pursuant to Section 12.1 of the Override Agreement and shall be deemed to have been given at the times specified in said Section 12.1.

5.04 Waivers, etc. The terms of this Agreement may be waived, altered or amended only by an instrument in writing duly executed by DJT and the Collateral Agent (with the consent of the Lenders as specified in the Override Agreement). Any such amendment or waiver shall be binding upon the Collateral Agent and each Lender, each holder of any Secured Obligation and DJT.

5.05 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective

[Continued on Page 22]

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TRADE MARK

successors and assigns of DJT, the Collateral Agent, the Lenders and each holder of the Secured Obligations (provided, however, that DJT shall not assign or transfer his rights hereunder without the prior written consent of the Collateral Agent).

5.06 Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

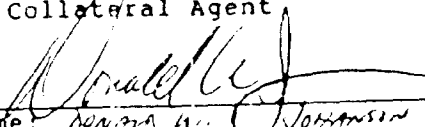
5.07 Agents. The Collateral Agent may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in fact selected by it in good faith.

5.08 Severability. If any provision hereof is invalid and unenforceable in any jurisdiction, then, to the fullest extent permitted by law, (i) the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in favor of the Collateral Agent and the Lenders in order to carry out the intentions of the parties hereto as nearly as may be possible and (ii) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed as of the day and year first above written.


DONALD J. TRUMP

BANKERS TRUST COMPANY,
as Collateral Agent

By 
Name: DONALD W. JOHANSON
Title: VICE PRESIDENT

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REEL 0748 FRAME 036

Annex 1

LIST OF PARTNERSHIPS
[an asterisk ("*") indicates a
Partnership Interest which
cannot be pledged]

<u>Partnership</u>	<u>DJT Ownership Percentage</u>
*Penn Yard Associates	.8% General Partnership Interest 75% Limited Partnership Interest
THTM Associates	99.99% General Partnership Interest
Trump JFK Hotel Associates, L.P.	99% Limited Partnership Interest
DJT Trump Parking	100% General Partnership Interest
St. Moritz Hotel Associates	94.99% General Partnership Interest

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ANNEX 2

LIST OF PLEDGED SHARES

<u>Issuer</u>	<u>Certificate Nos.</u>	<u>Registered Owner; Percent Of Ownership</u>	<u>Number of Shares</u>
Tipperary Realty Corp.	2	DJT; 100%	100
50-56 Central Park South Corp.	1	DJT; 100%	10
The Trump Plaza Corporation	2	DJT; 100%	100
Trump Palm Beaches Corporation	1; 2	DJT; 100%	100; 100
Amels U.S.A., Inc.	1	DJT; 100%	100
Trump West Realty Corp.	1	DJT; 100%	10
Football Generals Inc.	2	DJT; 100%	100
Horitz Realty Corp.	1	DJT; 100%	10
Parc Consulting, Inc.	1	DJT; 100%	50
The Trump Hotel Corporation	2	DJT;	100

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TOTAL P.03

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<u>Issuer</u>	<u>Registered Certificate Nos.</u>	<u>Owner; Percent Of Ownership</u>	<u>Numbers of Shares</u>
Toys at Trump, Inc.	1	DJT: 100%	100
Trump Airlines Holding Corp.	1	DJT: 100%	10
Trump Aspen Properties, Inc.	2	DJT: 100%	100
Trump Australia, Inc.	2	DJT: 100%	100
Trump Baseball, Inc.	3	DJT: 100%	10
Trump Beverly Hills Hotel Corp.	1	DJT: 100%	10
Trump Cash Call Co., Inc.	2	DJT: 100%	100
Trump City Corporation	2	DJT: 100%	100
Trump Columbia, Inc.	2	DJT: 100%	100
Trump Enterprises, Inc.	2	DJT: 100%	100
Trump Ice, Inc.	1	DJT: 100%	100
Trump International Marketing, Inc.	1	DJT: 100%	100
Trump JFK Hotel Development Corp.	1	DJT: 100%	10
Trump Nevada Inc.	2	DJT: 100%	100
Trump Organization, Inc.	2	DJT: 100%	100
Trump Payroll Corp.	1	DJT: 100%	1
Trump Princess Corp.	1	DJT: 100%	100
Trump Sports & Entertainment Co., Inc.	2	DJT: 100%	100
Trump Travel Agency, Inc.	1	DJT: 100%	100
Trump West Palm Beach Realty Corp.	1	DJT: 100%	10
DT Air Corp	1	DJT, 100%	10
Monday Realty Corp.	1, 2, 3	DJT, 100%	50
DJT Acquisition Corp	1	DJT, 100%	100

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ANNEX 3

LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND
APPLICATIONS FOR COPYRIGHT REGISTRATIONS

<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Effective Date</u>
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REEL 0748 FRAME 040
TRADE-MARK

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TRADEMARK
REEL: 002185 FRAME: 0871

ANNEX 4

LIST OF PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Patent</u>	<u>Country</u>	<u>Registration No.</u>	<u>Date</u>
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ANNEX 5

LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,
TRADEMARK AND SERVICE MARK REGISTRATIONS AND
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS

U.S. Trademarks

Mark	Application (A) Registration (R) or Series No. (S)	Registration or Filing Date
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TRADE-MARK

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REEL: 002185 FRAME: 0873

Foreign Trademarks

Mark	Application (A) Registration (R)	Country	Registration or Filing Date (F)
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REEL: 002185 FRAME: 0874

SENT BY WILLKIE FARR GALLAGHER: 0-20-90 1 0:29PM 1 Wash DC 12024294780-
READY FOR NEW COMMAND:

21297110031# 2

SR-91-836

(COHM)

ITEM 1 OF 1 IN SET 6.

* TITLE: The Art of the deal / by Donald J. Trump 1 read by Jim Cameron.
IMPR: Sound Editions, c1988.

PHYS: 1 sound cassette.

NOTE: Insert cl.: Trump--the art of the deal.

Based on the prev. pub. book entitled Trump--the art of the deal by
Donald J. Trump with Tony Schwartz.

CLNA: ~~acRandom House Audio Publishing, Inc.~~

DCRE: 1987

DFUB: 12Apr88

DREG: 7Jun88

APAU: Random House Audio Publishing, Inc., employer for hire.

LINM: NM: sound recording (narration) excluding preexisting material
(opening, closing, and background music and book)

ECIF: 7/U

READY FOR NEW COMMAND:

TX-2-279-632

(COHM)

ITEM 1 OF 1 IN SET 9

* TITLE: Trump: the art of the deal / Donald J. Trump with Tony Schwartz.

EDST: 1st ed.

IMPR: New York: Random House, c1987.

PHYS: 248 p.

CLNA: Donald Trump

DCRE: 1987

DFUB: 17Nov87

DREG: 5Apr88

LINM: NM: additions.

ECIF: 1/B/L

READY FOR NEW COMMAND:

TY9797979797

(COHM)

ITEM 1 OF 1 IN SET 12

* TITLE: ~~Trump on Trump~~ my deals / Donald Trump 1 photo. by Harry Benson.

EDST: Trump on Trump

INAN: New York, Nov. 16, 1987, p. 50, etc.

CLNA: Donald Trump

DCRE: 1987

DFUB: 9Nov87

DREG: 5Apr88

APAU: Tony Schwartz.

ECIF: 1/B/L

READY FOR NEW COMMAND:

Donald J. Trump
Surviving at the Top

REEL 0748 FRAME 44
TRADE-MARK

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1/19/1 (Item 1 from file: 226)
TRUMP

US CLASS : 037 (Paper and Stationery)
 : 038 (Prints and Publications)
INTL CLASS : 016 (Paper Goods and Printed Matter)
STATUS : Pending; (Intent To Use)
GOODS/SERVICES : STATIONERY NAMELY, PENS, PENCILS, DESK SETS,
 DIARIES AND CALENDARS
SERIES CODE : 74 SERIAL NO. : 062200
FILED : May 24, 1990
DATE OF FIRST USE : No date available
ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
 YORK, NY
EXTRA STATUS DATA : INTENT TO USE APPLICATION

*pls note
status
of the
apps.*

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REEL 0748 FRAME 045

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*** Image File *** T4050567.IMG

1/19/4 (Item 4 from file: 226)
TRUMP TOWER

US CLASS : 101 (Advertising and Business)
 102 (Financial and Insurance)
 INTL CLASS : 036 (Insurance and Financial)
 STATUS : Pending
 GOODS/SERVICES : REAL ESTATE SERVICES, NAMELY SELLING, LEASING
 AND MANAGING COMMERCIAL AND RESIDENTIAL PROPERTY
 SERIES CODE : 74 SERIAL NO. : 047088 ✓
 FILED : April 09, 1990
 DATE OF FIRST USE : October 02, 1982
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
 YORK, NY

1/19/5 (Item 5 from file: 226)
TRUMP TAJ MAHAL CASINO-RESORT

US CLASS : 002 (Receptacles)
 003 (Baggage, Animal Equipment, Purses, and
 Portfolios)
 008 (Smokers' Articles)
 013 (Hardware, Plumbing, and Steam-Fitting Supplies)
 014 (Metals, Metal Castings and Forgings)
 017 (Tobacco Products)
 022 (Games, Toys, and Sporting Goods)
 023 (Cutlery, Machinery, Tools, and Parts Thereof)
 026 (Measuring and Scientific Appliances)
 028 (Jewelry and Precious Metalware)
 030 (Crookery, Earthenware, and Porcelain)
 033 (Glassware)
 037 (Paper and Stationery)
 038 (Prints and Publications)
 039 (Clothing)
 040 (Fancy Goods, Furnishings, and Notions)

TRADE-MARK

REEL 0748 FRAME 046

SENT BY:WILLKIE FARR GALLAGHER: 8-20-90 : 5:24PM : Wash DC 12024284780-

2123711688: 5

041 (Canes, Parasols and Umbrellas)
042 (Knitted, Netted, and Textile Fabrics and

REEL 0748 FRAME 047
TRADE-MARK

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REEL: 002185 FRAME: 0878

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TRADE-MARK

REEL 0748 FRAME 048

Substitutes Therefor)

INTL CLASS : 050 (Merchandise Not Otherwise Classified)
 009 (Electrical and Scientific Apparatus)
 014 (Jewelry)
 016 (Paper Goods and Printed Matter)
 018 (Leather Goods)
 020 (Furniture and Articles Not Otherwise Classified)
 021 (Housewares and Glass)
 024 (Fabrics)
 025 (Clothing)
 026 (Fancy Goods)
 028 (Toys and Sporting Goods)
 034 (Smokers Articles)

STATUS : Pending; (Intent To Use)

GOODS/SERVICES : (INT. CL. 9) SUNGLASSES; (INT. CL. 14) JEWELRY, ACCESSORIES, MONEY CLIPS, TIE CLIPS, KEY CHAINS, PINS (INT. CL. 16) PRINTED MATTER, POSTERS, DESK ACCESSORIES, STATIONARY, ADHESIVE BACKED NOTE PAPER PADS, PENS, PENCILS, PLAYING CARDS, TELEPHONE AND ADDRESS BOOKS (INT. CL. 18) LUGGAGE, HIP PACKS, NOTE BAGS, CARRY-ON BAGS, LUGGAGE TAGS (INT. CL. 20) NOVELTY ITEMS, KEY CHAINS, BELLS, MAGNETS (INT. CL. 21) UTENSILS AND GLASSWARE, MUGS, BEER STEINS, SHOT GLASSES, OLD FASHIONED GLASSES, SPOONS, PLATES, SERVING TRAYS, TOOTHPICK HOLDERS, SALT AND PEPPER SHAKERS, SPOON RESTS, BEVERAGE HOLDERS, COASTER SETS (INT. CL. 24) NOVELS; (INT. CL. 25) CLOTHING, T-SHIRT, JACKETS, SWEATSHIRTS, SWEAT PANTS, SWEATERS, HATS, VISORS, SOCKS, BOXER SOCKS, BOXER SHORTS, ROBES, WORKOUT CLOTHES, SHORTS, GOLF SHIRTS, NITE SHIRTS, BEACH COVER-UPS (INT. CL. 26) SEWING AND EMBROIDERY APPARATUS, THIMBLES, PATCHES (INT. CL. 28) GAMES, PLOUGH TOYS, DICE, ITEMS RELATED TO GAMBLING (INT. CL. 34) SMOKING ARTICLES, ASH TRAYS, SOUVENIRS, SOUVENIRS LIGHTERS, CIGARS AND CIGARETTES

SERIES CODE : 74 SERIAL NO. : 044607 ✓

FILED : April 02, 1990

DATE OF FIRST USE : No date available

ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY

EXTRA STATUS DATA : INTENT TO USE APPLICATION

1/19/5 (Item 6 from file: 226)
 TRUMP TRJ MAHAL

US CLASS : 100 (Miscellaneous)
 107 (Education and Entertainment)
 INTL CLASS : 041 (Education and Entertainment)
 042 (Miscellaneous)

STATUS : Pending

GOODS/SERVICES : (INT. CL. 41) CASINO SERVICES (INT. CL. 42)

HOTEL SERVICES

SERIES CODE : 74 SERIAL NO. : 035501 ✓

FILED : March 06, 1990

DATE OF FIRST USE : No date available

ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY

1/19/7 (Item 7 from file: 226)

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July 31, 1990 12:34am Page 4

TRUMP TAJ MAHAL and Design
US CLASS : 100 (Miscellaneous)
 107 (Education and Entertainment)
INTL CLASS : 041 (Education and Entertainment)
 042 (Miscellaneous)
STATUS : Pending; (Intent To Use)
GOODS/SERVICES : (INT. CL. 41) CASINO SERVICES (INT. CL. 42)
HOTEL SERVICES
SERIES CODE : 74 SERIAL NO. : 035325 ✓
FILED : March 06, 1990
DATE OF FIRST USE : No data available
ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
YORK, NY
EXTRA STATUS DATA : INTENT TO USE APPLICATION



TRADE-MARK

REEL 0748 FRAME 049

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July 31, 1990 12:34am Page 7

GOODS/SERVICES : CONDUCTING BICYCLE RACES
 SERIES CODE : 74 SERIAL NO. : 019511 ✓
 FILED : January 16, 1990
 DATE OF FIRST USE : September 05, 1989
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY

1/19/14 (Item 14 from file: 226)
 TRUMP PLAZA

US CLASS : 100 (Miscellaneous)
 102 (Financial and Insurance)
 107 (Education and Entertainment)
 INTL CLASS : 041 (Education and Entertainment)
 042 (Miscellaneous)
 STATUS : Pending
 GOODS/SERVICES : (INT. CL. 41) CASINO SERVICES (INT. CL. 42)
 HOTEL, BAR AND RESTAURANT SERVICES
 SERIES CODE : 74 SERIAL NO. : 019041 /
 FILED : January 16, 1990
 DATE OF FIRST USE : February 28, 1988 (INT. CL. 41)
 February 28, 1988 (INT. CL. 42)
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY

1/19/15 (Item 15 from file: 226)
 TRUMP AIRLINES

US CLASS : 105 (Transportation and Storage)
 INTL CLASS : 039 (Transportation and Storage)
 STATUS : Published for opposition
 PUBLISHED : July 24, 1990
 GOODS/SERVICES : AIR TRANSPORTATION SERVICES
 SERIES CODE : 73 SERIAL NO. : 832100 ✓
 FILED : October 10, 1989
 DATE OF FIRST USE : August 13, 1989
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY
 DISCLAIMER : "AIRLINES"

1/19/16 (Item 16 from file: 226)
 TRUMP PAK

US CLASS : 037 (Paper and Stationary)
 105 (Transportation and Storage)
 INTL CLASS : 016 (Paper Goods and Printed Matter)
 039 (Transportation and Storage)
 STATUS : Pending
 GOODS/SERVICES : (INT. CL. 16) CONTAINERS (INT. CL. 39)
 TRANSPORTATION OF SMALL PACKAGES AND CONTAINERS
 SERIES CODE : 73 SERIAL NO. : 828381 /
 FILED : September 29, 1989
 DATE OF FIRST USE : June 08, 1989 (INT. CL. 16)
 June 08, 1989 (INT. CL. 39)
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY

1/19/17 (Item 17 from file: 226)
 SMART MONEY

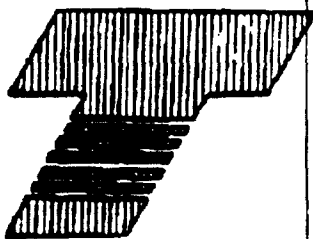
TRADE-MARK
 REEL 0748 FRAME 050

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July 31 1989 12:34PM Page 8

, D.S.A.

1/19/18 (Item 18 from file: 226)
 T Stylized Letters
 US CLASS : 023 (Cutlery, Machinery, Tools, and Parts Thereof)
 039 (Clothing)
 INTL CLASS : 008 (Hand Tools)
 025 (Clothing)
 STATUS : Pending
 GOODS/SERVICES : (INT. CL. 8) UTENSILS (INT. CL. 25) CLOTHING
 SERIES CODE : 73 SERIAL NO. : 814610 ✓
 FILED : July 20, 1989
 DATE OF FIRST USE : June 08, 1989 (INT. CL. 8)
 June 08, 1989 (INT. CL. 25)
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
 YORK, NY



*** Image File *** T3814610.IMG

1/19/19 (Item 19 from file: 226)
 TRUMP
 US CLASS : 105 (Transportation and Storage)
 INTL CLASS : 039 (Transportation and Storage)
 STATUS : Published for opposition
 PUBLISHED : July 24, 1990
 GOODS/SERVICES : AIR TRANSPORTATION SERVICES
 SERIES CODE : 73 SERIAL NO. : 813690 ✓
 FILED : July 20, 1989
 DATE OF FIRST USE : June 08, 1989
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
 YORK, NY

1/19/20 (Item 20 from file: 226)
 THE TRUMP SHUTTLE
 US CLASS : 105 (Transportation and Storage)

TRADE-MARK

REEL 0748 FRAMES 51

TRADEMARK

REEL: 002185 FRAME: 0882

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July 31, 1990 12:34am Page 9

INTL CLASS : 039 (Transportation and Storage)
 STATUS : Published for opposition
 PUBLISHED : July 24, 1990
 GOODS/SERVICES : AIR TRANSPORTATION SERVICES
 SERIES CODE : 73 SERIAL NO. : 813678
 FILED : July 20, 1989
 DATE OF FIRST USE : June 08, 1989
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY
 DISCLAIMER : "SHUTTLE"

1/19/21 (Item 21 from file: 226)

T Stylized Letters

US CLASS : 105 (Transportation and Storage)
 INTL CLASS : 039 (Transportation and Storage)
 STATUS : Published for opposition
 PUBLISHED : July 10, 1990
 GOODS/SERVICES : TRANSPORTATION OF PASSENGERS AND GOODS BY AIR
 SERIES CODE : 73 SERIAL NO. : 813638
 FILED : July 20, 1989
 DATE OF FIRST USE : June 08, 1989
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY
 CLAIMS : THE MARK AS SHOWN IN THE DRAWING IS LINED TO INDICATE THE COLOR RED.
 DESIGN PHRASE : THE MARK CONSISTS OF A STYLIZED "T".



*** Image File *** T1813638.IMG

1/19/22 (Item 22 from file: 226)
 THE TRUMP SHUTTLE

US CLASS : 039 (Clothing)
 INTL CLASS : 025 (Clothing)
 STATUS : Published for opposition
 PUBLISHED : July 03, 1990
 GOODS/SERVICES : CLOTHING, NAMELY HATS, TIES, SHIRTS AND JACKETS
 SERIES CODE : 73 SERIAL NO. : 813633
 FILED : July 20, 1989
 DATE OF FIRST USE : June 08, 1989
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY

TRADE-MARK

001 0748 FRAME 052

TRADEMARK

REEL: 002185 FRAME: 0883

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1/19/23 (Item 23 from file: 226)
 TRUMP THE GAME
 US CLASS : 022 (Games, Toys, and Sporting Goods)
 INTL CLASS : 028 (Toys and Sporting Goods)
 STATUS : Published for opposition
 PUBLISHED : December 19, 1989
 GOODS/SERVICES : EQUIPMENT SOLD AS A UNIT FOR PLAYING A BOARD
 GAME
 SERIES CODE : 73 SERIAL NO. : 800255 /
 FILED : May 15, 1989
 DATE OF FIRST USE : April 17, 1989
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
 YORK, NY
 DISCLAIMER : "THE GAME"

1/19/24 (Item 24 from file: 226)

TRADE MARK

REEL 0748 FRAME 053

THE TRUMP CARD
 US CLASS : 038 (Prints and Publications)
 INTL CLASS : 016 (Paper Goods and Printed Matter)
 STATUS : Pending
 GOODS/SERVICES : CREDIT CARD FOR SLOT MACHINES
 SERIES CODE : 73 SERIAL NO. : 768717 /
 FILED : December 12, 1988
 DATE OF FIRST USE : April 28, 1988
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
 YORK, NY

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TRUMP PLAZA

US CLASS : 100 (Miscellaneous)
 101 (Advertising and Business)
 107 (Education and Entertainment)
 INTL CLASS : 041 (Education and Entertainment)
 STATUS : Abandoned
 ABN. DATE : August 01, 1989
 GOODS/SERVICES : HOTEL, CASINO, BAR AND RESTAURANT SERVICES
 SERIES CODE : 73 SERIAL NO. : 762679 ✓
 FILED : November 09, 1988
 DATE OF FIRST USE : February 28, 1985
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY

1/19/20 (Item 28 from file: 226)
 TRUMP CASTLE

US CLASS : 100 (Miscellaneous)
 INTL CLASS : 042 (Miscellaneous)
 STATUS : Registered REG. NO. : 1559355 ✓
 REG. DATE : October 03, 1989
 PUBLISHED : July 11, 1989
 GOODS/SERVICES : HOTEL SERVICES
 SERIES CODE : 73 SERIAL NO. : 756809 /
 FILED : October 11, 1988
 DATE OF FIRST USE : July 22, 1988
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY
 OTHER U.S. REGS. : 1432369, 1418671, 1480090
 CLAIMS : (INT. CL. 42) FIRST USED IN ANOTHER FORM ON JUNE 9, 1985

1/19/29 (Item 29 from file: 226)
 TRUMP CASTLE

US CLASS : 100 (Miscellaneous)
 107 (Education and Entertainment)
 INTL CLASS : 041 (Education and Entertainment)
 STATUS : Registered REG. NO. : 1557303 ✓
 REG. DATE : September 19, 1989
 PUBLISHED : June 27, 1989
 GOODS/SERVICES : ENTERTAINMENT SERVICES, NAMELY PROVIDING CASINO SERVICES
 SERIES CODE : 73 SERIAL NO. : 756808
 FILED : October 11, 1988
 DATE OF FIRST USE : July 22, 1988
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY
 OTHER U.S. REGS. : 1432369, 1418671, 1480090

1/19/30 (Item 30 from file: 226)
 TRUMP TAY MAHAL

US CLASS : 100 (Miscellaneous)
 107 (Education and Entertainment)
 INTL CLASS : 042 (Miscellaneous)
 STATUS : Abandoned
 ABN. DATE : March 20, 1990
 GOODS/SERVICES : CASINO-HOTEL SERVICES, BAR AND RESTAURANT

TRADE-MARK

REEL 0748 FRAME 54

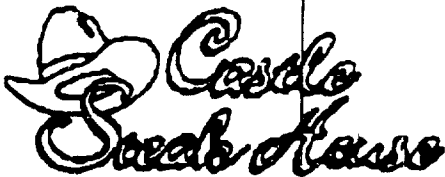
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SERVICES

SERIES CODE : 73 SERIAL NO. : 746980
 FILED : August 18, 1988
 DATE OF FIRST USE : June 03, 1988
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY

1/19/31 (Item 31 from file: 226)
 CASTLE STEAK HOUSE and Design
 US CLASS : 100 (Miscellaneous)
 INTL CLASS : 042 (Miscellaneous)
 STATUS : Registered REG. NO. : 1547754
 REG. DATE : July 11, 1989
 PUBLISHED : April 18, 1989
 GOODS/SERVICES : RESTAURANT SERVICES
 SERIES CODE : 73 SERIAL NO. : 737397
 FILED : June 30, 1988
 DATE OF FIRST USE : May 26, 1987
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY
 OTHER U.S. REGS. : 1432369
 DISCLAIMER : "STEAK HOUSE"



*** Image File *** T3737397.IMG

1/19/32 (Item 32 from file: 226)
 TRUMP AIR
 US CLASS : 105 (Transportation and Storage)
 INTL CLASS : 039 (Transportation and Storage)
 STATUS : Registered REG. NO. : 1579471
 REG. DATE : January 23, 1990
 PUBLISHED : October 31, 1989
 GOODS/SERVICES : PASSENGER, CARGO AND COURIER AIR TRAVEL SERVICES
 SERIES CODE : 73 SERIAL NO. : 729184
 FILED : May 19, 1988
 DATE OF FIRST USE : February 21, 1988
 ORIGINAL OWNER : TRUMP, DONALD J. (N. J. CORPORATION) ; NEW YORK, NY
 DISCLAIMER : "AIR"

1/19/33 (Item 33 from file: 226)
 THE TRUMP ORGANIZATION
 US CLASS : 103 (Construction and Repair)
 INTL CLASS : 087 (Construction and Repair)
 STATUS : Registered REG. NO. : 1598923
 REG. DATE : May 29, 1990

TRADE-MARK

REEL 0748 FRAME 055

TRADE-MARK

REEL: 002185 FRAME: 0886

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July 31, 1990 12:34am Page 13

PUBLISHED : March 06, 1990
GOODS/SERVICES : REAL ESTATE PLANNING, LAYING OUT, DEVELOPMENT
AND CONSTRUCTION SERVICES OF RESIDENTIAL, INDUSTRIAL AND
COMMERCIAL PROPERTIES SERVICES
SERIES CODE : 73 SERIAL NO. : 712166
FILED : February 19, 1988
DATE OF FIRST USE : December 31, 1964
ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
YORK,NY

1/19/34
TRUMP

(Item 34 from file: 226)

US CLASS : 103 (Construction and Repair)
INTL CLASS : 037 (Construction and Repair)
STATUS : Registered REG. NO. : 1604955
REG. DATE : July 03, 1990
PUBLISHED : April 10, 1990
GOODS/SERVICES : REAL ESTATE PLANNING, LAYING OUT, DEVELOPMENT
AND CONSTRUCTION SERVICES OF RESIDENTIAL, INDUSTRIAL AND
COMMERCIAL PROPERTIES SERVICES
SERIES CODE : 73 SERIAL NO. : 712163
FILED : February 19, 1988
DATE OF FIRST USE : December 31, 1922
ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
YORK,NY

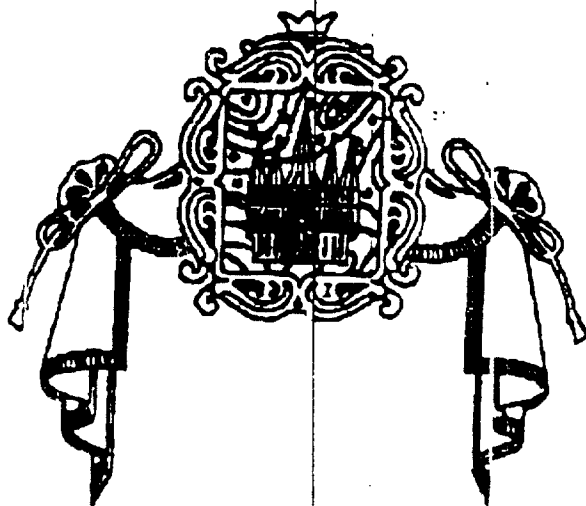
TRADE-MARK

REEL 0748 FRAME 056

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July 31, 1990 12:34am Page 14

STATUS : Registered REG. NO. : 1480090
 REG. DATE : March 08, 1988
 PUBLISHED : December 18, 1987
 GOODS/SERVICES : (INT. CL. 41) CASINO SERVICES (INT. CL. 42)
 HOTEL AND RESTAURANT SERVICES
 SERIES CODE : 73 SERIAL NO. : 671599
 FILED : July 13, 1987
 DATE OF FIRST USE : March 01, 1987 (INT. CL. 41)
 March 01, 1987 (INT. CL. 42)
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
 YORK, NY
 OTHER U.S. REGS. : 1148671
 CLAIMS : THE LINING IS A FEATURE OF THE MARK AND DOES NOT
 INDICATE COLOR.



*** Image File *** T3671599.IMG

1/19/37 (Item 37 from file: 226)
 CASTLE HOST

US CLASS : 102 (Financial and Insurance)
 107 (Education and Entertainment)
 INTL CLASS : C41 (Education and Entertainment)
 STATUS : Registered REG. NO. : 1556189
 REG. DATE : September 12, 1989
 PUBLISHED : June 20, 1989
 GOODS/SERVICES : CASINO SERVICES
 SERIES CODE : 73 SERIAL NO. : 665096
 FILED : June 08, 1987
 DATE OF FIRST USE : September 08, 1986
 ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ;
 ATLANTIC CITY, NJ
 ASSIGNEE : TRUMP, DONALD J. ATLANTIC CITY, NJ 08401

TRADE-MARK

REEL 0748 FRAME 057

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July 31, 1990 12:34am Page 1:

TRADE-MARK

REEL 0748 FRAME 58

1/19/39 (Item 39 from file: 226)
DESIGN ONLY

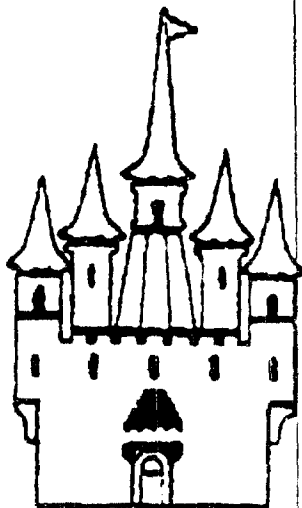
US CLASS : 100 (Miscellaneous)
102 (Financial and Insurance)
107 (Education and Entertainment)
INTL CLASS : 041 (Education and Entertainment)
042 (Miscellaneous)
STATUS : Registered REG. NO. : 1418671
REG. DATE : November 25, 1986
PUBLISHED : September 02, 1986
GOODS/SERVICES : (INT. CL. 41) CASINO SERVICES (INT. CL. 42)
HOTEL AND RESTAURANT SERVICES
SERIES CODE : 73 SERIAL NO. : 562533
FILED : October 11, 1985
DATE OF FIRST USE : June 09, 1985 (INT. CL. 41)
June 09, 1985 (INT. CL. 42)
ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW
YORK, NY
CANCELLATION OWNER : PLATLEY COMPANY
Cancellation RN : 1041510
Cancellation TM : TARA HOTELS AND DESIGN
Cancellation Class : 41,42
Cancellation Number : 16956 FILED JAN 25, 1988

TRADEMARK

REEL: 002185 FRAME: 0889

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July 31, 1990 12:34am Page 16



*** Image File *** T3562838.IMG

1/19/40 (Item 40 from file: 226)
CASTLE

US CLASS : 107 (Education and Entertainment)
INTL CLASS : 041 (Education and Entertainment)
STATUS : Registered REG. NO. : 1432369
REG. DATE : March 10, 1987
PUBLISHED : December 16, 1986
GOODS/SERVICES : CASINO SERVICES
SERIES CODE : 73 SERIAL NO. : 559773
FILED : September 23, 1985
DATE OF FIRST USE : June 09, 1985
ORIGINAL OWNER : TRUMP, DONALD J. (UNITED STATES CITIZEN) ; NEW YORK, NY
CANCELLATION OWNER : PLATLEY COMPANY
Cancellation RN : 1041510
Cancellation TM : TARA HOTELS AND DESIGN
Cancellation Class : 41
Cancellation Number : 16955 FILED JAN 25, 1988

TRADE-MARK

REEL 0748 FRAME 059

C:\DLINK\DATA\TRUMP.REF

July 31, 1990 12:34am Page 17

FILED : September 23, 1985
DATE OF FIRST USE : June 09, 1985
ORIGINAL OWNER : TRUMP, DONALD J., NEW YORK, N. Y.

1/19/43 (Item 42 from file: 226)

TRADE-MARK

REEL 0748 FRAME 60

1/19/43 (Item 43 from file: 226)
TRUMP'S CASTLE

US CLASS : 100 (Miscellaneous)
107 (Education and Entertainment)
INTL CLASS : 041 (Education and Entertainment)
042 (Miscellaneous)

STATUS : Abandoned

ABN. DATE : May 27, 1987

GOODS/SERVICES : CASINO SERVICES; HOTEL, RESTAURANT AND BAR
SERVICES

SERIES CODE : 73 SERIAL NO. : 543665

FILED : June 18, 1985

DATE OF FIRST USE : May 12, 1985

ORIGINAL OWNER : TRUMP, DONALD, NEW YORK, N. Y.

TRADEMARK

REEL: 002185 FRAME: 0891

1/19/59 (Item 1 from file: 246)
 >>>Format 19 is not valid in file 246
 ? t1/2/59-77

State reqs

1/2/59 (Item 1 from file: 246)
 0854634
 TRUMP SHUTTLE

STATE: Maryland
 US CLASS : 105 (Transportation and Storage)
 INTL CLASS: 039 (Transportation and Storage)
 GOODS/SERVICES: TRANSPORTATION & STORAGE
 REG. NO.: 0082175
 STATUS: Registered REG DATE: June 28, 1989
 DATE OF FIRST USE : April 21, 1989
 OWNER: DONALD J TRUMP NEW YORK NY

1/2/50 (Item 2 from file: 246)
 0847685
 TRUMP EXPRESS

STATE: Maryland
 US CLASS : 105 (Transportation and Storage)
 INTL CLASS: 038 (Communication)
 GOODS/SERVICES: TRANSPORTATION & STORAGE SERVICES
 MARK TYPE: Tradename
 REG. NO.: 8952376
 STATUS: Renewed REN DATE: June 28, 1989
 DATE OF FIRST USE : April 21, 1989
 OWNER: DONALD J TRUMP NEW YORK NY

1/2/61 (Item 3 from file: 246)
 0756282

REEL 0748 FRAME 061
 TRADE-MARK

SENT BY:WILLKIE FARR GALLAGHER: 8-20-90 : 5:35PM : Wash DC 12024284780-

2123711659:828

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July 31, 1990 12:34am Page 29

US CLASS : 107 (Education and Entertainment)
INTL CLASS: 041 (Education and Entertainment)
GOODS/SERVICES: NO GOODS/SERVICES LISTED
REG. NO.: 0005887
STATUS: Registered REG DATE: May 22, 1985
DATE OF FIRST USE : No date available
OWNER: DONALD TRUMP NEW YORK NY

TRADE-MARK

REEL 0748 FRAME 062

TRADEMARK

REEL: 002185 FRAME: 0893

TRADE-MARK

REEL 0748 FRAME 063

TRUMP ACTIVE TRADEMARKS

<u>FILE</u>	<u>STATUS</u>	<u>ACTION</u>
TRU-105 T Trump Organization	Reg. No. 1,598,923	ISSUED
TRU-111 T Trump Plaza	New Service mark filed 11/9/89 Waiting registration - To be published August 7, 1990	PENDING
TRU-121 T Castle	Reg. No. 1,432,369 on 3/10/87	ISSUED
TRU-127A&B T Trump's Castle	Reg. Nos. 1,557,303 and 1,559,355	ISSUED
TRU-133 T New Castle Logo	Reg. No. 1,480,090 3/8/88	ISSUED
TRU-135 T Trump	Registered - 1,604,955	ISSUED
TRU-147 T Trump Air	Registered - 1,579,471	ISSUED
TRU-161 T The Plaza & Design	Reg. No. 1,455,862	ISSUED
TRU-162 T The Plaza	Reg. No. 1,389,501	ISSUED
TRU-163 T The Plaza	Reg. No. 1,428,110	ISSUED
TRU-164 T PP & Design	Reg. No. 1,217,869	ISSUED
TRU-167 T Trump Card	Notify Examiner to resume prosecution in view of TRU-208 and TRU-146	PENDING

<u>FILE</u>	<u>STATUS</u>	<u>ACTION</u>
TRU-177 T Tour de Trump	TM application	PENDING
TRU-181 T Plaza emblem	Closed 9/27/89	CLOSED
TRU-192 T Castle Steak House & Design	Registered - 1,547,754 (Lerner David et al. attorneys)	ISSUED
TRU-198 T Stylized "T"	(See TRU-184) Trademark filed 3/30/90	PENDING
TRU-199 T Trump Shuttle	Application published for opposition 7/3/90	PUBLISHED
TRU-201 T T Service Mark	Application published for opposition 7/10/90	PUBLISHED
TRU-204 T Trump	Application to be published for opposition on 7/24/90	PENDING
TRU-210 T Trump Pak	Office action received 12/6/90 Response filed	PENDING
TRU-227 T Trump Airlines	Application to be published for opposition 7/24/90	PENDING
TRU-248 T Trump Card	Assignment recorded at Trademark Office 3/26/90 (See also Trump v. Positive Concepts - TRU-146)	PENDING
TRU-266 T Trumpnet	ITU Application filed	PENDING
TRU-267 T TRUMP	ITU application for stationery filed	PENDING

TRADE-MARK

REEL 0748 FRAME 64

ANNEX 6

LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS

REEL 0748 FRAME 065
TRADE-MARK

00168092.RPL 08/16/90

TRADEMARK
REEL: 002185 FRAME: 0896

ANNEX 7

LIST OF LOCATIONS

Donald J. Trump
725 Fifth Avenue
New York, NY 10022

REEL 0748 FRAME 066
TRADE-MARK

00168092.RPL 08/16/90

TRADEMARK
REEL: 002185 FRAME: 0897

LIST OF PLEDGED PROPERTY
(Including description of fee
or leasehold estate and
existing mortgages)

1. Lease dated as of June 26, 1986 between Leonard S. Kandell,
as lessor and DJT, as lessee, with respect to DJT's interest
at 112 Central Park South, Borough of Manhattan, City,
County and State of New York.

TRADE MARK

REEL 0748 FRAME 067

00168092.RPL 08/16/90

LIST OF EXCLUDED INSTRUMENTS

1. Note in face amount of \$2,000,000 made by Trump's Castle Associates Limited Partnership.
2. Note in face amount of \$25,000,000 made by Trump Taj Associates Limited Partnership.
3. Such other notes or instruments being pledged to the Collateral Agent pursuant to other Collateral Agreements.

TRADE-MARK

REEL 0748 FRAME 68

PRIOR LIENS

1. The Pledged Stock with respect to Aliban, Inc. is subject to a Prior Lien in favor of Boston Finance Company, Inc. for Boston Safe Deposit and Trust Company.
2. All Collateral is subject to a Prior Lien in favor of the Credit Agreement Agent.

REEL 0748 FRAME 069
TRADE MARK

00168092.RPL 08/16/90

SHARE CERTIFICATES
[such share certificates are not
being pledged hereunder]

Issues

1. Penn Yards Realty Corp.
2. P.Y. Properties, Inc.

RECORDED
PATENT AND TRADEMARK
OFFICE

OCT - 3 1990

REEL 0748 FRAME 070
TRADE-MARK

00168092.RPL 08/16/90