

11-04-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

11-3-04

1. Name of conveying party(ies):
MARINA DISTRICT FINANCE COMPANY, INC.,
a New Jersey corporation

- Individual(s)
- General Partnership
- Corporation-State (New Jersey)
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: October 20, 2004

2. Name and address of receiving party(ies)

Name: Canadian Imperial Bank of Commerce, as Administrative Agent

Internal Address: CIBC World Markets Corp.

Street Address: 10880 Wilshire Boulevard, Suite 1700

City: Los Angeles State: CA Zip: 90024

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Bank

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) Please see Attachment 1, Item A attached hereto.

B. Trademark Registration No.(s) Please see Attachment 1, Item A attached hereto.

Additional number(s) attached Yes No

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

Name: FEDERAL RESEARCH CORPORATION

Internal Address: _____
Attention: Penelope Agodoa

Street Address: 1030 15th Street, NW
Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41).....\$ 665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

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ASSIGNMENTS DIV

DO NOT USE THIS SPACE

9. Signature.

Ian Leong
Name of Person Signing

Ian Leong
Signature

November 2, 2004
Date

Total number of pages including cover sheet, attachments, and document: 13

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01 FC:8521
02 FC:8522

40.00 OP
625.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003072 FRAME: 0316

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY
(CONTINUED)

Item No. 1 continued: Name of conveying parties:

MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company

Country/ State	Trademark	Reg. No. or App. No.	Goods/Services	Class	Reg. Date	Appl. Date
New Jersey	THE BORGATA	15586	Advertising and business	035	11- Feb- 1999	
New Jersey	YA GOTTA BORGATA!	15587	Advertising and business	035	11- Feb- 1999	
US	ACCEL-PAY ¹	78/253,817	Casino services, namely, cashless slot machine gaming.	041		23- May- 2003
US	BORGATA	2,872,782	Health club services; casino services; entertainment services, namely, musical and comedy nightclub performances, live sporting events, and concerts; live performances featuring musicians, singers, and comedians; providing on-line information in the fields of health club services, casino services, and entertainment services via a global computer network.	041	10- Aug- 2004	
US	BORGATA	2,849,691	Beauty salon services; barber shop services; health spa services; and providing on-line information in the fields of beauty salon services, barber shop services, and health spa services via a global computer network.	044	01- Jun- 2004	
US	BORGATA	78/206,796	Resort hotel, restaurant, bar, and cocktail lounge services; providing convention facilities; banquet and catering services; frequent customer loyalty and promotion programs; and providing on-line information in the fields of resort hotel, restaurant, bar, cocktail lounge services, convention facilities; banquet and catering services; frequent customer loyalty and promotion programs; making reservations and bookings for temporary lodging via a global computer network.	043		24- Jan- 2003
US	THE BORGATA	2,779,763	Lapel pins.	014	04- Nov- 2003	

¹ This application is active, but will be permitted to lapse.

Country/State	Trademark	Reg. No. or App. No.	Goods/Services	Class	Reg. Date	Appl. Date
US	THE BORGATA	2,771,933	Resort hotel services.	042	07-Oct-2003	04-Mar-1999
US	THE BORGATA	2,782,134	Duffel bags.	018	11-Nov-2003	04-Mar-1999
US	BORGATA HOTEL CASINO & SPA	2,826,573	Health club services; casino services; entertainment services, namely, musical and comedy nightclub performances, live sporting events, and concerts; live performances featuring musicians, singers, and comedians; providing on-line information in the fields of health club services, casino services, and entertainment services via a global computer network.	041	23-Mar-2004	
US	BORGATA HOTEL CASINO & SPA	2,861,458	Resort hotel, restaurant, bar and cocktail lounge services; providing on-line information in the fields of resort hotels, restaurants, bars, cocktail lounges, convention facilities and banquet and catering services; providing on-line information in the field of resort hotels, restaurants, bars, cocktail lounges, convention facilities and banquet and catering services all featuring frequent customer loyalty and promotion programs, and providing convention facilities; banquet and catering services; resort hotel, restaurant, bar, cocktail lounge, convention facilities and banquet and catering services, all featuring frequent customer loyalty and promotion programs.	043	06-Jul-2004	
US	BORGATA HOTEL CASINO & SPA	2,811,863	Beauty salon services; barber shop services; health spa services; and providing on-line information in the fields of beauty salon services, barber shop services, and health spa services via a global computer network.	044	03-Feb-2004	12-Nov-2002

Country/State	Trademark	Reg. No. or App. No.	Goods/Services	Class	Reg. Date	App. Date
US	GO TO YOUR HAPPY PLACE	2,859,034	Resort hotel, restaurant, bar, and cocktail lounge services; providing convention facilities; banquet and catering services; resort hotel, restaurant, bar, cocktail lounge, convention facilities and banquet and catering services, all featuring frequent customer loyalty and promotion programs; providing on-line information in the fields of resort hotels, restaurants, bars, cocktail lounges, convention facilities and banquet and catering services; providing on-line information in the field of resort hotels, restaurants, bars, cocktail lounges, convention facilities and catering services all featuring frequent customer loyalty and promotion programs.	043	29-Jun-2004	
US	GO TO YOUR HAPPY PLACE	2,858,017	Beauty salon services; barber shop services; health spa services, namely, cosmetic body care services; and providing on-line information in the fields of beauty salon services, barber shop services, and health spa services, namely, cosmetic body care services, via a global computer network.	044	29-Jun-2004	
US	GO TO YOUR HAPPY PLACE	2,856,004	Health club services, namely, providing instruction and equipment in the field of physical exercise; casino services; entertainment services, namely, musical and comedy nightclub performances, live sporting events, and concerts; live performances featuring musicians, singers, and comedians; providing on-line information in the fields of health club services, providing instruction and equipment in the field of physical exercise, casino services, and entertainment services via a global computer network.	041	22-Jun-2004	
US	MIXX WORLD FOOD WORLD BEATS SUSHI BAR & Design	2,857,893	Nightclub services; restaurant services.	041, 043	29-Jun-2004	10-Jan-2003

Country/ State	Trademark	Reg. No. or App. No.	Goods/Services	Class	Reg. Date	Appl. Date
US	OMBRA	2,802,940	Restaurant, bar and lounge services.	042	06- Jan- 2004	
US	RAPID PAY	2,891,997	Casino services, namely, cashless slot machine gaming.	041	5- Oct- 2004	
US	REVEL	2,855,332	Bathrobes, slippers.	025	15- Jun- 2004	
US	REVEL	78/233,836	Hair shampoo, hair conditioner, hair gel, bath powder, non-medicated bath salts, body cream, body powder, body scrubs, body wash, body butter, body spray, body oil, body lotion, bath tonics, bath oil, bubble bath, hand cream, non-medicated foot cream, foot scrubs, skin cream, facial scrubs, facial toners, non-medicated facial serums, non-medicated lip balm, astringents for cosmetic purposes, body masks, facial and skin soap, shaving cream, sunscreens, pumice stones for personal use, eye masks, toothpaste.	03		04- Apr- 2003
US	REVEL ²	78/233,835	Shower heads, whirlpool baths, bath tubs, faucets, shower enclosures, showers, lamps.	11		04- Apr- 2003
US	REVEL	78/233,834	Furniture, namely, desks, desk chairs, side tables, armoires, beds, mattresses, cribs, bassinets and infant cradles, throw pillows, bolster pillows, fitted fabric furniture covers.	020		04- Apr- 2003
US	REVEL	78/233,833	Towels, shower curtains, washcloths, bed blankets, bed canopies, bed linen, bed pads, bed sheets, bed spreads, bed blankets, crib bumpers, crib canopies, pillow cases, cloth doilies, comforters, duvet covers, mattress covers, curtains, dust ruffles, duvets, quilts, unfitted fabric furniture covers, household linen, mattress pads, pillow shams, washing mitts, box spring covers, bed skirts, shams, and coverlets.	024	15- Jun- 2004	04- Apr- 2003

² This application is active, but will be permitted to lapse.

Country/State	Trademark	Reg. No. or App. No.	Goods/Services	Class	Reg. Date	Appl. Date
US	REVEL	78/233,830	Resort hotel services and providing on-line information in the field of resort hotel services, making hotel reservations for others.	043		04-Apr-2003
US	SPECCHIO & Design	76/329,758	Restaurant, bar and cocktail lounge services.	042		23-Oct-2001
US	YA GOTTA BORGATA!	78/206,792	Resort hotel, restaurant, bar, and cocktail lounge services; providing convention facilities; banquet and catering services; frequent customer loyalty and promotion programs; and providing on-line information in the fields of resort hotel, restaurant, bar, cocktail lounge services, convention facilities; banquet and catering services; frequent customer loyalty and promotion programs; making reservations and bookings for temporary lodging via a global computer network.	043		24-Jan-2003
US	YA GOTTA BORGATA!	78/206,787	Beauty salon services; barber shop services; health spa services; and providing on-line information in the fields of beauty salon services, barber shop services, and health spa services via a global computer network.	044		24-Jan-2003
US	YA GOTTA BORGATA!	78/206,788	Health club services; casino services; entertainment services, namely, musical and comedy nightclub performances, live boxing matches, live wrestling matches, live sporting events, variety shows, and concerts; live performances featuring musicians, singers, dancers, magicians, actors, acrobats, prerecorded music and videos, and comedians; educational services, namely, classroom instruction in the culinary arts; providing on-line computer non-wagering games; providing on-line information in the fields of health club services, casino services, entertainment services, and educational services via a global computer network.	041		24-Jan-2003

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 20, 2004, is made between MARINA DISTRICT FINANCE COMPANY, INC., a New Jersey corporation (the "Borrower"), MARINA DISTRICT DEVELOPMENT COMPANY, LLC, a New Jersey limited liability company ("MDDC", and MDDC and the Borrower, collectively, the "Grantors" and individually, a "Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, as administrative agent (together with any successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to a First Amended and Restated Credit Agreement, dated as of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Grantors, the various financial institutions as are, or may from time to time become, parties thereto (each individually a "Lender" and collectively the "Lenders"), and the Administrative Agent, the Lenders and the L/C Issuer have extended Commitments to make Credit Extensions to the Grantors;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Amended and Restated Security Agreement, dated as of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the L/C Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, and to induce the Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor hereby assigns and pledges to the Administrative Agent for its benefit and for the ratable benefit of each of the Secured Parties and hereby grants to the Administrative Agent for its benefit and for the ratable benefit of each of the Secured Parties a security interest in such Grantor's right,

title and interest to all of the following, whether now owned or hereafter acquired or existing by such Grantor (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 attached hereto;

(b) all Trademark licenses, including each material Trademark license referred to in Item B of Attachment 1 attached hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) of this Section 2;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) of this Section 2; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any property as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction on such grant in favor of a Governmental Authority or in favor of a third party, unless and until any required consents shall have been obtained. Each Grantor agrees to use its commercially reasonable best efforts to obtain any such required consent.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of recording the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Obligations, the termination or expiry of all Letters of Credit, the termination of all Swap Contracts to which a Secured Party is a party and the termination of all Commitments, the

Administrative Agent shall, at the Grantors' expense, execute and deliver to the Grantors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder and reassign any and all rights in the Trademark Collateral to the Grantors.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

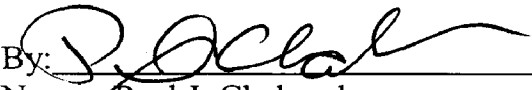
MARINA DISTRICT FINANCE COMPANY,
INC., a New Jersey corporation

By: 
Name: Paul J. Chakmak
Title: Vice President and Treasurer

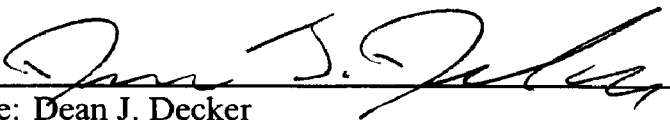
MARINA DISTRICT DEVELOPMENT
COMPANY, LLC, a New Jersey limited liability
company

By: Marina District Development Holding Co.,
LLC, a New Jersey limited liability
company
Its: Sole Member

By: Boyd Atlantic City, Inc.
Its: Managing Member

By: 
Name: Paul J. Chakmak
Title: Vice President and Treasurer

CANADIAN IMPERIAL BANK OF
COMMERCE, as Administrative Agent

By: 
Name: Dean J. Decker
Title: Executive Director, CIBC World Markets
Corp., AS AGENT

Item B

None

**ATTACHMENT 1
TO TRADEMARK SECURITY AGREEMENT**

Item A

Country/State	Trademark	Reg. No. or App. No.	Goods/Services	Class	Reg. Date	Appl. Date
Canada	BORGATA HOTEL CASINO & SPA	1,176,755	Health club services; casino services; entertainment services, namely, musical and comedy nightclub performances, live boxing matches, live wrestling matches, live sporting events, variety shows, and concerts; live performances featuring musicians, singers, dancers, magicians, actors, acrobats, prerecorded music and videos, and comedians; educational services, namely, classroom instruction in the culinary arts; providing on-line computer non-wagering games; providing on-line information in the fields of health club services, casino services, entertainment services, and educational services via a global computer network; resort hotel, restaurant, bar and cocktail lounge services; providing convention facilities; banquet and catering services; resort hotel, restaurant, bar, cocktail lounge, convention facilities and banquet and catering services, all featuring frequent customer loyalty and promotion programs; providing on-line information in the fields of resort hotels, restaurants, bars, cocktail lounges, convention facilities and banquet and catering services; providing on-line information in the field of resort hotels, restaurants, bars, cocktail lounges, convention facilities and banquet and catering services all featuring frequent customer loyalty and promotion programs; beauty salon services; barber shop services; health spa services; and providing on-line information in the fields of beauty salon services, barber shop services, and health spa services via a global computer network.			05-May-2003