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Form PTO-1594  
(Rev. 10/02)  
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Tab settings

ET  
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.

1. Name of conveying party(ies):  
TRUMP MARINA ASSOCIATES, L.P.  
 Individual(s)       Association  
 General Partnership     Limited Partnership  
 Corporation-  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies)  
Name: BEAL BANK, S.S.B.  
Address: 6000 Legacy Drive  
Street Address: 4<sup>th</sup> Floor  
City: Plano State: TX Zip: 75024

Additional name(s) of conveying party(ies) attached? Yes  No  
3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other:  
Effective Date: 11/22/2004

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation:  
 Other State savings & loan chartered in Texas  
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):

B. Trademark Registration No.(s): SEE ATTACHED LIST "A"

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Cathryn A. Berryman  
Address: Jenkins & Gilchrist, P.C.  
Street Address: 1445 Ross Avenue, Suite 3200  
City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: ..... 5  
7. Total fee (37 CFR 3.41).....\$140.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number:  
10-0447

DO NOT USE THIS SPACE

9. Signature.  
Cathryn A. Berryman  
Name of Person Signing

Cathryn A Berryman  
Signature  
11-24-04  
Date

Total number of pages including cover sheet, attachments, and document: 7

11/30/2004 ECDPER 00000092 100447 2254897

01 FC:8521 40.00 DA  
02 FC:8522 100.00 DA

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

DALLAS2 1077777v1 61239-00055

TRADEMARK  
REEL: 003085 FRAME: 0842

# **LIST "A"**

**Trademark Registration Numbers  
(Trump Marina Associates, L.P.)**

**2,254,897**

**2,092,055**

**1,982,879**

**1,785,008**

**1,547,754**

# TRADEMARK SECURITY AGREEMENT

(Trump Marina Associates, L.P.)

This Trademark Security Agreement ("Agreement") is between Trump Marina Associates, L.P., a limited partnership (the "Debtor"), and Beal Bank, S.S.B. (the "Secured Party"), acting in its capacity as administrative agent under the Loan Agreement described hereinbelow, and is executed pursuant to that certain Loan and Security Agreement dated as of November 22, 2004 among Trump Hotels & Casino Resorts, Inc. and each of its Subsidiaries party thereto, the Lenders party thereto, and the Secured Party (as such agreement may be amended, restated, or otherwise modified from time to time, the "Loan Agreement"; all terms defined in the Loan Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Loan Agreement).

## Recitals:

A. The Debtor and the Secured Party are parties to the Loan Agreement. Pursuant to the terms of the Loan Agreement, the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles of the Debtor, including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Obligations.

## Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this

clause (a) being referred to herein collectively as the "Trademarks"); (b) any written agreement now or hereafter in existence granting to the Debtor any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, Trademark Application, or Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Loan Agreement.


The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the 22<sup>nd</sup> day of November, 2004.

DEBTOR:

TRUMP MARINA ASSOCIATES, L.P.

By: Trump Marina, Inc., general partner

By:   
John P. Burke  
Vice President and Treasurer

SECURED PARTY:

BEAL BANK, S.S.B., as administrative agent

By: W.T. Saurenmann  
William T. Saurenmann  
Senior Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK            )  
  )  
COUNTY OF NEW YORK        )

This instrument was acknowledged before me this \_\_\_\_ day of November 2004, by John P. Burke as Vice President and Treasurer of Trump Marina, Inc., the general partner of Trump Marina Associates, L.P., on behalf of Trump Marina Associates, L.P.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of New York

My commission expires: \_\_\_\_\_

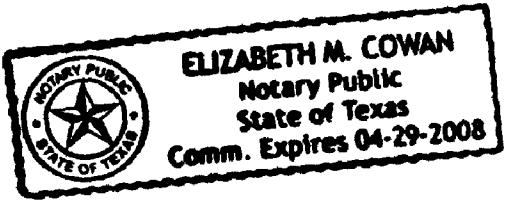
STATE OF TEXAS                )  
  )  
COUNTY OF COLLIN            )

This instrument was acknowledged before me this 19<sup>th</sup> day of November 2004, by William T. Saurenmann, as Senior Vice President of Beal Bank, S.S.B. on behalf of such entity.

{Seal}

Elizabeth M. Cowan  
Notary Public in and for the State of Texas

My commission expires: 4-29-08



SECURED PARTY:

BEAL BANK, S.S.B., as administrative agent

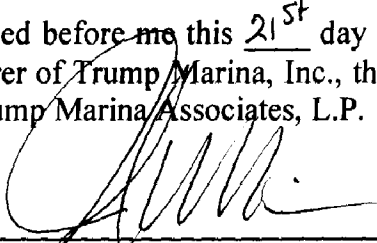
By: \_\_\_\_\_

William T. Saurenmann  
Senior Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK            )  
  )  
COUNTY OF NEW YORK        )

This instrument was acknowledged before me this 21<sup>st</sup> day of November 2004, by John P. Burke as Vice President and Treasurer of Trump Marina, Inc., the general partner of Trump Marina Associates, L.P., on behalf of Trump Marina Associates, L.P.



{Seal}

Notary Public in and for the State of New York  
**JOHN W. WEISS**  
Notary Public, State of New York  
No. 02WE6113201  
Qualified in New York County  
Commission Expires July 26, 2008

My commission expires: \_\_\_\_\_

STATE OF TEXAS                )  
  )  
COUNTY OF COLLIN            )

This instrument was acknowledged before me this \_\_\_\_ day of November 2004, by William T. Saurenmann, as Senior Vice President of Beal Bank, S.S.B. on behalf of such entity.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of Texas

My commission expires: \_\_\_\_\_

Schedule 1  
to  
Trademark Security Agreement

Trademarks

Country of Registration	Trademark	Application No./ Registration No.	Filing/ Registration Date	Goods and Services
United States	ROCK THE DOCK	2,254,897	06/22/1999	Entertainment services, namely, live music concerts
United States	COMPVENIENCE	2,092,055	08/26/1997	Magnetic card reader machines for use in casinos
United States	MAGIC BY THE BAY	1,982,879	06/25/1996	Casino services; hotel services
United States	IMPERIAL COURT	1,785,008	07/27/1993	Restaurant services
United States	CASTLE STEAK HOUSE & Design	1,547,754	07/11/1989	Restaurant services