

12-01-2004

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings $\Rightarrow \Rightarrow \Rightarrow$



102893018

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 TAJ MAHAL ASSOCIATES
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-
 Other
11-29-04
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: BEAL BANK, S.S.B.
Address: 6000 Legacy Drive
Street Address: 4th Floor
City: Plano State: TX Zip: 75024
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation:
 Other State savings & loan chartered in Texas

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other:
Effective Date: 11/22/2004

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: 9
7. Total fee (37 CFR 3.41).....\$ 240.00
 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 ECOOPER 00000091 100447 2642493
01 FC:8521 40.00 DA
02 FC:8522 200.00 DA

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

DALLAS2 1077775v1 61239-00055

TRADEMARK
REEL: 003085 FRAME: 0849

LIST "A"

Trademark Registration Numbers (Trump Taj Mahal Associates)

2,642,493

2,640,950

2,336,914

2,248,179

2,243,342

1,950,821

2,177,705

1,847,479

1,704,378

TRADEMARK SECURITY AGREEMENT

(Trump Taj Mahal Associates)

This Trademark Security Agreement ("Agreement") is between Trump Taj Mahal Associates, a 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 22nd day of November, 2004.

DEBTOR:

TRUMP TAJ MAHAL ASSOCIATES

By: Trump Atlantic City Corporation,
general partner

By: 
John P. Burke
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 Treasurer of Trump Atlantic City Corporation, the general partner of Trump Taj Mahal Associates, on behalf of Trump Taj Mahal Associates.

{Seal}

Notary Public in and for the State of New York

My commission expires: _____

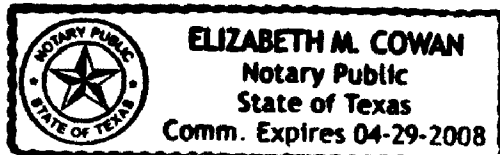
STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me this 17th 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:

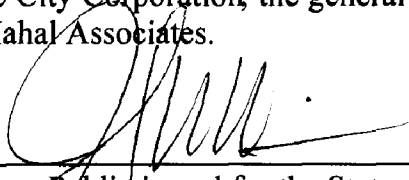
BEAL BANK, S.S.B., as administrative agent

By: _____
William T. Saurenmann
Senior Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

This instrument was acknowledged before me this 21st day of November 2004, by John P. Burke as Treasurer of Trump Atlantic City Corporation, the general partner of Trump Taj Mahal Associates, on behalf of Trump Taj Mahal Associates.



Notary Public in and for the State of New York

{Seal}

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.

Notary Public in and for the State of Texas

{Seal}

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	TAJ CARD	2,642,493	10/29/2002	Administration of a customer recognition program in the nature of an incentive card for use in hotel, casino & resort facilities
United States	MARK ANTHONY'S RISTORANTE	2,640,950	10/22/2002	Restaurant services
United States	50 PLUS EXTRAVAGANZA & EXPO	2,336,914	03/28/2000 (Supplemental Register)	Casino services
United States	TAJ GARAJ	2,248,179	05/25/1000	Parking garage services
United States	STEEL PIER	2,243,342	05/04/1999	Entertainment in the nature of amusement park rides; casinos, & live performances by musical bands; Restaurant services, carry-out restaurant services; snack bar services; and bar services
United States	TAJ POKER	1,950,821	01/23/1996	Casino services
United States	XANADU	2,177,705	08/04/1998	Entertainment services, namely, a nightclub and restaurant
United States	THE BOMBAY CAFÉ & Design	1,847,479	07/26/1994	Hotel restaurant services
United States	SCHEHERAZADE	1,704,378	07/28/1992	Hotel restaurant services