

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trump Entertainment Resorts Holdings, L.P.		12/21/2007	LIMITED PARTNERSHIP: DELAWARE
Trump Marina Associates, LLC		12/21/2007	LIMITED LIABILITY COMPANY: DELAWARE
Trump Plaza Associates, LLC		12/21/2007	LIMITED LIABILITY COMPANY: DELAWARE
Trump Taj Mahal Associates, LLC		12/21/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Beal Bank, S.S.B.
Street Address:	6000 Legacy Drive
Internal Address:	4th Floor
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	Texas State Chartered Savings Bank:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1753407	FIFTH AVENUE
Registration Number:	1720763	CENTRAL PARK
Serial Number:	78815781	24 CENTRAL CAFE
Registration Number:	2177705	XANADU
Registration Number:	1704378	SCHEHERAZADE
Registration Number:	1847479	THE BOMBAY CAFE
Registration Number:	1950821	TAJ POKER
Registration Number:	2243342	STEEL PIER

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Registration Number:	2640950	MARK ANTHONY'S RISTORANTE
Registration Number:	2642493	TAJ CARD
Registration Number:	2092055	COMPVENIENCE
Registration Number:	1547754	CASTLE STEAK HOUSE
Registration Number:	1785008	IMPERIAL COURT
Serial Number:	77080249	FINESTRA
Serial Number:	77246811	FAKEFEST
Serial Number:	77234039	THE RIM NOODLE BAR
Serial Number:	77234102	SPICE ROAD
Serial Number:	78872574	SOME PEOPLE HAVE IT
Registration Number:	2110542	TRUMP CASINO

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	71160.000069
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	12/28/2007

Total Attachments: 6
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated December 21, 2007, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of BEAL BANK, S.S.B., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TRUMP ENTERTAINMENT RESORTS HOLDINGS, L.P., a Delaware limited partnership, has entered into a Credit Agreement dated as of December 21, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Beal Bank, S.S.B., as Administrative Agent and as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lender Parties under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Security Agreement dated December 21, 2007 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey.

(Signature page follows)

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRUMP ENTERTAINMENT RESORTS HOLDINGS, L.P. as Grantor

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

By: [Signature]
Name: John P. Burke
Title: Executive Vice President and Corporate Treasurer

TRUMP MARINA ASSOCIATES, LLC;
TRUMP PLAZA ASSOCIATES, LLC;
TRUMP TAJ MAHAL ASSOCIATES, LLC;
each as Grantor

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

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

By: [Signature]
Name: John P. Burke
Title: Executive Vice President and Corporate Treasurer

Address for Notices:

Trump Marina Associates, LLC
Huron Avenue and Brigantine Blvd.
Atlantic City, NJ 08401

Address for Notices:

Trump Plaza Associates, LLC
Mississippi and the Boardwalk
Atlantic City, NJ 08401

Address for Notices:

Trump Taj Mahal Associates, LLC
1000 Boardwalk
Atlantic City, NJ 08401

**Schedule A
to Intellectual Property Security Agreement
MATERIAL INTELLECTUAL PROPERTY**

I. Patents

None.

II. Domain Names and Trademarks

Grantor	Country	Mark	Reg. No.	Applic. No.	Filing Date	Issue Date
Trump Plaza Associates, LLC (f/k/a Trump Plaza Associates)	USA	FIFTH AVENUE	1,753,407	74/228952	Dec/10/1991	Feb/16/1993
	USA	CENTRAL PARK	1,720,763	74/133,498	Jan/25/1991	Sep/29/1992
	USA	24 CENTRAL CAFE AND DESIGN	Not avail.	78/815,781	Not avail.	Not avail.
Trump Taj Mahal Associates, LLC (f/k/a Trump Taj Mahal Associates)	USA	XANADU	2,177,705	74/519,789	May/03/1994	Aug/04/1998
	USA	SCHEHERAZADE	1,704,378	74/027602	Feb/12/1990	Jul/28/1992
	USA	THE BOMBAY CAFE AND DESIGN	1,847,479	74/027734	Jan/12/1990	Jul/26/1994
	USA	TAJ POKER	1,950,821	74/608,631	Dec/07/1994	Jan/23/1996
	USA	STEEL PIER	2,243,342	75/249,207	Feb/27/1997	May/04/1999
	USA	MARK ANTHONY'S RISTORANTE	2,640,950	76/281,774	Jul/06/2001	Oct/22/2002
	USA	TAJ CARD	2,642,493	76/318,856	Sep/28/2001	Oct/29/2002
Trump Marina Associates, LLC (f/k/a Trump Marina Associates, L.P.)	USA	COMPVENIENCE	2,092,055	75/037,686	Dec/27/1995	Aug/26/1997
	USA	CASTLE STEAK HOUSE AND DESIGN*	1,547,754	73/737,397	Jun/30/1988	Jul/11/1989
	USA	IMPERIAL COURT	1,785,008	74/235278	Jan/06/1992	Jul/27/1993
	USA	FINESTRA	Not Avail.	77/080,249	Not avail.	Not avail.
Trump Entertainment Resorts Holdings, L.P.	USA	FAKEFEST	Not avail.	77/246,811.	Not avail.	Not avail.
	USA	THE RIM NOODLE BAR	Not avail.	77/234,039.	Not avail.	Not avail.
	USA	SPICE ROAD	Not avail.	77/234,102	Not avail.	Not avail.
	USA	SOME PEOPLE HAVE IT	Not avail.	78/872,574	Not avail.	Not avail.
	USA	TRUMP CASION AND MERMAID DESIGN	2,110,542	Not avail.	Not avail.	Not avail.

*Note: Held in the name of predecessor Trump Castle Associates

Schedule A

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**TRADEMARK
REEL: 003686 FRAME: 0436**

III. Trade Names

Grantor	Name(s)
Trump Marina Associates, LLC (f/k/a Trump Marina Associates, L.P.)	Trump Marina Hotel Casino
Trump Plaza Associates, LLC (f/k/a Trump Plaza Associates)	Trump Plaza Hotel Casino
Trump Taj Mahal Associates, LLC (f/k/a Trump Taj Mahal Associates)	Trump Taj Mahal Casino Resort

IV. Copyrights

None.

V. IP Agreements

Grantor	IP Agreements
Trump Entertainment Resorts Holdings, L.P.	Amended and Restated Trademark Agreement, dated as of May 20, 2005, among Donald J. Trump, Trump Entertainment Resorts Holdings, L.P. and Trump Entertainment Resorts, Inc.
Trump Entertainment Resorts Holdings, L.P.	Amended and Restated Trademark Security Agreement, dated as of May 20, 2005, between Donald J. Trump and Trump Entertainment Resorts Holdings, L.P.

Schedule A

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