

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Trump Entertainment Resort Holdings, L.P.	05/20/2005
Trump Entertainment Resorts, Inc.	05/20/2005
TCI 2 Holdings, LLC	05/20/2005
Trump Indiana Realty, LLC	05/20/2005
Trump Marina Associates, LLC	05/20/2005
Trump Plaza Associates, LLC	05/20/2005
Trump Taj Mahal Associates, LLC	05/20/2005
Trump Entertainment Resorts Development Company, LLC	05/20/2005
Trump Indiana, Inc.	05/20/2005
Trump Entertainment Resorts Funding, Inc.	05/20/2005

RECEIVING PARTY DATA

Name:	Morgan Stanley & Co. Incorporated
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5564700
PCT Number:	US9602594

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Keum A. Yoon

CH \$80.00 5564700

Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP - IP Docketing
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Keum A. Yoon

Total Attachments: 9

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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 May 20, 2005, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of MORGAN STANLEY & CO. INCORPORATED, 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 May 20, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Morgan Stanley Senior Funding, Inc., as Administrative Agent, Morgan Stanley & Co. Incorporated, 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 and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated May 20, 2005 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 York.

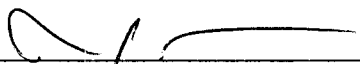
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

TRUMP ENTERTAINMENT RESORT
HOLDINGS, L.P. as Grantor
By: Trump Entertainment Resorts, Inc., its
general partner

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


Address for Notices:
1000 Boardwalk
Atlantic City, NJ 08401

TRUMP ENTERTAINMENT RESORTS, INC.,
as a Grantor

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

Address for Notices:
1000 Boardwalk
Atlantic City, NJ 08401

TCI 2 HOLDINGS, LLC,
as a Grantor
By: Trump Entertainment Resorts, Inc., its
sole member

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

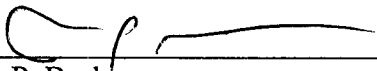
Address for Notices:
1000 Boardwalk at Virginia Avenue
Atlantic City, NJ 08401

TRUMP INDIANA REALTY, LLC;
TRUMP MARINA ASSOCIATES, LLC;
TRUMP PLAZA ASSOCIATES, LLC;
TRUMP TAJ MAHAL ASSOCIATES,
LLC;

TRUMP ENTERTAINMENT RESORTS
DEVELOPMENT COMPANY, LLC;
each as a Grantor

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

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

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

Address for Notices:

Trump Indiana Realty, LLC
1 Buffington Harbor Drive
Gary, IN 46406

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

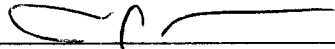
Address for Notices:

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

Address for Notices:

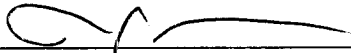
Trump Entertainment Resorts Development
Company, LLC
1000 Boardwalk at Virginia Avenue
Atlantic City, NJ 08401

TRUMP INDIANA, INC.,
as a Grantor

By: 
Name: John P. Burke
Title: Treasurer

Address for Notices:
1 Buffington Harbor Drive
Gary, IN 46406

TRUMP ENTERTAINMENT RESORTS
FUNDING, INC., as a Grantor

By: 
Name: John P. Burke
Title: Corporate Treasurer

Address for Notices:
1000 Boardwalk
Atlantic City, NJ 08401

Schedule A

Patents

Grantor	Patent Titles	Country	Patent No.	Applic. No.	Filing Date	Issue Date
Trump Entertainment Resorts, Inc. (f/k/a Trump Hotels & Casino Resorts, Inc.)	Proportional Payout Method for Progressive Linked Gaming Machines	USA	5564700	387101	02/10/95	10/15/96
Trump Taj Mahal Associates, LLC (f/k/a Trump Taj Mahal Associates)	Proportional Payout Method for Progressive Linked Gaming Machines	AU	9649948	9649948 (Serial No.)	02/12/96	08/27/96
Trump Taj Mahal Associates, LLC (f/k/a Trump Taj Mahal Associates)	Proportional Payout Method for Progressive Linked Gaming Machines	WO	9624421	96US2594	02/12/96	08/15/96

Schedule B

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
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 CAFÉ 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	TAJ GARAJ	2,248,179	75/302,278	Jun/02/1997	May/25/1999
	USA	50 PLUS EXTRAVAGANZA & EXPO	2,336,914	75/754,455	Jul/19/1999	Mar/28/2000
	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
USA	STAR BAR and design	N/A	78/554,931	Jan/27/05 (Application filed)	N/A	
Trump Marina Associates, LLC (f/k/a Trump Marina Associates, L.P.)	USA	ROCK THE DOCK	2,254,897	75/349,714	Sep/02/1997	Jun/22/1999
	USA	COMPVENIENCE	2,092,055	75/037,686	Dec/27/1995	Aug/26/1997
	USA	MAGIC BY THE BAY	1,982,879	Not avail.	Not avail.	Jun/25/1996
	USA	CASTLE STEAK HOUSE & 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	ROCK THE DOCK	2,254,897	75/349,714	Sep/02/1997	Jun/22/1999
	USA	COMPVENIENCE	2,092,055	75/037,686	Dec/27/1995	Aug/26/1997
	USA	YOU'VE NEVER PLAYED LIKE THIS BEFORE	2,196,226	75/079,813	Mar/28/1996	Oct/13/1998
Trump Entertainment Resorts, Inc. (f/k/a Trump Hotels & Casino Resorts, Inc.)	USA	TRUMP PLAZA	1,620,477	Not avail.	Not avail.	Oct/30/1990

Schedule C

Copyrights

None.