

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIH ACQUISITIONS NJ, LLC		04/26/2005	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P., as collateral agent		
Street Address:	30 Hudson Street		
Internal Address:	17th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07320		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1821905	THE OAKS	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@t-t.com		
Correspondent Name:	Thomson & Thomson		
Address Line 1:	1750 K Street, NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
NAME OF SUBMITTER:	CHRISTINE WILSON		
Signature:	/CHRISTINE WILSON/		
Date:	05/02/2005		

CH \$40.00 1821905

TRADEMARK

Total Attachments: 8

source=csc rih - goldman sachs tm#page3.tif
source=csc rih - goldman sachs tm#page4.tif
source=csc rih - goldman sachs tm#page5.tif
source=csc rih - goldman sachs tm#page6.tif
source=csc rih - goldman sachs tm#page7.tif
source=csc rih - goldman sachs tm#page8.tif
source=csc rih - goldman sachs tm#page9.tif
source=csc rih - goldman sachs tm#page10.tif

GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST**, dated as of April 26, 2005 (this "**Agreement**"), is made by **EACH OF THE PARTIES HERETO**, whether as an original signatory hereto or as an Additional Grantor (each, a "**Grantor**"), in favor of **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as collateral agent for the Secured Parties (together with its successors and assigns in its capacity as collateral agent, the "**Collateral Agent**").

RECITALS:

WHEREAS, reference is made to that certain Second Term Loan Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among Resorts International Holdings, LLC, a Delaware limited liability company (the "**Borrower**"), the financial institutions from time to time party thereto in the capacity of lenders, Goldman Sachs Credit Partners L.P., as administrative agent and the Collateral Agent, Deutsche Bank Securities Inc., as joint lead arranger, co-syndication agent and joint book runner, Goldman Sachs Credit Partners L.P., as joint lead arranger, co-syndication agent and joint book runner, and each of the other agents and arrangers from time to time party thereto;

WHEREAS, in consideration of the extensions of credit and other accommodations of Secured Parties as set forth in the Credit Agreement, each Grantor has agreed to secure such Grantor's obligations under the Loan Documents as set forth herein;

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**") among the Grantors, the Collateral Agent and the other parties named therein, each Grantor has created in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, and the Collateral Agent became a secured creditor with respect to, the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, subject to the terms of the Pledge and Security Agreement, 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, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes: (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Trademark Collateral; (b) whatever is collected on, or distributed on account of, the Trademark Collateral; (c) rights arising out of the Trademark Collateral; (d) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (e) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not the Collateral Agent is the loss payee thereof); and (f) whatever is receivable or received when the Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral 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 are incorporated by reference herein as if fully set forth herein.

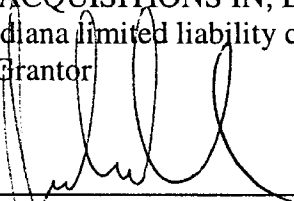
[The remainder of this page is intentionally left blank.]

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

RESORTS INTERNATIONAL HOLDINGS, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: Eric Matejevich
Title:

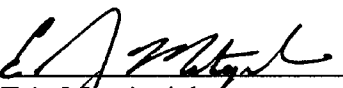
RIH ACQUISITIONS IN, LLC,
an Indiana limited liability company,
as a Grantor

By: 
Name: Nicholas L. Ribis
Title:

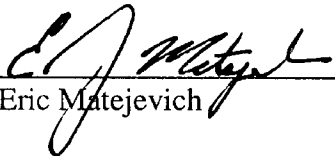
RIH ACQUISITIONS MS I, LLC,
a Mississippi limited liability company,
as a Grantor

By: 
Name: Eric Matejevich
Title:


RIH ACQUISITIONS MS II, LLC,
a Mississippi limited liability company,
as a Grantor

By: 
Name: Eric Matejevich
Title:

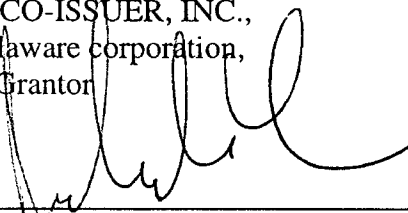
RIH ACQUISITIONS NJ, LLC,
a New Jersey limited liability company,
as a Grantor

By: 
Name: Eric Matejevich
Title:

RIH NJ HOLDINGS, LLC,
a New Jersey limited liability company,
as a Grantor

By: 
Name: Eric Matejevich
Title:

RIH CO-ISSUER, INC.,
a Delaware corporation,
as a Grantor

By: 
Name: Nicholas L. Ribis
Title:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as the Collateral Agent

By: William W. Archer
Name: William W. Archer
Title: Managing Director

[Signature Page to Second Lien Grant of Trademark Security Interest]

TRADEMARK
REEL: 003076 FRAME: 0322

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

Trademarks Owned by RIH Acquisitions NJ, LLC

Mark	Jurisdiction	Classes	Reg. No.	Reg. Date
THE OAKS	United States	42	1,821,905	2/15/1994
DIZZY DOLPHIN BEACHFRONT BAR (and Logo)	New Jersey	35	15,652	4/9/1999
DIZZY DOLPHIN (and Design)	New Jersey	35	15,654	4/13/1999
PEREGRINES	New Jersey	35	15,073	3/5/1998
HORIZONS	New Jersey	35	15,075	3/5/1998
CARUSO'S	Common Law	42		
STERLING BRUNCH	New Jersey	35	15,427	10/9/1998
CHAIRMAN'S CLUB	New Jersey	35	15,072	3/5/1998
DRIVE IN FOR DOLLARS	New Jersey	35,41	14,440	1/7/1997
CONEY ISLAND DELI	Common Law			
THE BEACH BAR	Common Law			
ISLAND BBQ BUFFET	Common Law			
LE SALON	Common Law			
THE HOT HAMMER	Common Law			
SHAKE & TAKE'S	Common Law			
DOLPHIN CLUB	Common Law			

Schedule A

SD476274.4

**TRADEMARK
REEL: 003076 FRAME: 0323**

Mark	Jurisdiction	Classes	Reg. No.	Reg. Date
FALCON CLUB	Common Law			
JEWEL OF ATLANTIC CITY	Common Law			
CABANA CLUB	Common Law			
CABANA CASH	Common Law			
GRAND SALON	Common Law			
THE GOLDEN REEF	Common Law			
CORNUCOPIA BUFFET	Common Law			
CAPPUCCINO'S	Common Law			

Trademarks Owned by RIH Acquisitions MS II, LLC

MAVERICK'S and Design	Mississippi	41,42	N/A	4/2/1996
MAVERICK'S HIGH STAKES PARLOR and Design	Mississippi	41,42	N/A	4/2/1996
M and Design	Mississippi	41, 42	N/A	4/2/1996
DELTA CATFISH CAFÉ & STEAKHOUSE	Mississippi	42	N/A	10/26/2001
VETERANS DAY THUNDER	Mississippi	41	N/A	11/25/2003
VETERANS DAY THUNDER	Arkansas	41	N/A	11/25/2003
VETERANS DAY THUNDER	Tennessee	41	N/A	11/24/2003
ONE BUCKET BUFFET	Mississippi	42	N/A	Application
THE SALOON	Common Law			

Schedule A

SD\476274.4

**TRADEMARK
REEL: 003076 FRAME: 0324**

GOLD STAR SNACK BAR	Common Law			
IT JUST FEELS RIGHT	Common Law			
PAYCHECK PULL TABS	Common Law			
QUICK CHANGE	Common Law			
SENSATIONAL SUNDAYS	Common Law			
WILD COYOTE	Common Law			
SILO EATERY	Common Law			
DELTA STEAKHOUSE and Design	Mississippi	41,42		8/8/1996

Schedule A

SD\476274.4