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
United Auburn Indian Community		10/30/2007	Federally Recognized Indian Tribe: UNITED STATES

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	3800 Howard Hughes Pkwy, 4th Floor
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89109
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	77243706	CHILL FIRE
Serial Number:	78471858	THUNDER ROAD
Serial Number:	78524697	THUNDER STRIKE JACKPOT
Serial Number:	78697449	THUNDER STRIKE JACKPOT
Registration Number:	3271096	FIND YOUR FORTUNE
Registration Number:	3151840	THUNDER BLITZ
Registration Number:	2872370	THUNDER VALLEY CASINO
Registration Number:	2872371	THUNDER VALLEY CASINO
Registration Number:	3024106	UNITED AUBURN INDIAN COMMUNITY THUNDER VALLEY CASINO
Registration Number:	3024107	UNITED AUBURN INDIAN COMMUNITY THUNDER VALLEY CASINO

CH $265.00 77243706

CORRESPONDENCE DATA

Fax Number: (650)614-7401
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-614-7400
Email: agarcia@orrick.com
Correspondent Name: Thomas H. Zellerbach
Address Line 1: 4 Park Plaza, Suite 1600
Address Line 2: IP Prosecution Department
Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	43078
NAME OF SUBMITTER:	Thomas H. Zellerbach
Signature:	/Thomas H. Zellerbach/
Date:	11/02/2007

Total Attachments: 5
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of October 30, 2007, is executed by the UNITED AUBURN INDIAN COMMUNITY (also sometimes known as the United Auburn Indian Community of the Auburn Rancheria of California) (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Loan Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Loan Agreement, dated as of October 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement, dated as of October 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Loan Agreement)).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, any Affiliate of a Lender party to a Lender Rate Contract (as defined in the Loan Agreement)) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Subject to Section 10 of the Security Agreement, this Grant of Security Interest shall terminate upon the satisfaction of the following two conditions: (i) the full, complete and final payment of the Secured Obligations (as defined in the Security Agreement) and (ii) the termination of the Commitment under the Loan Agreement. Upon such termination, Administrative Agent and Lenders shall, at the expense of Grantor, execute and deliver to Grantor a document in writing releasing their security interest in the Trademarks, if any such written document is so required in order to release such security interest.

This Grant of Security Interest is a Loan Document as defined in the Loan Agreement, and the sovereign immunity waiver, jurisdictional waivers and consents and other provisions of the Loan Agreement generally applicable to Loan Documents are applicable hereto and incorporated herein by this reference and this Grant of Security Interest shall be interpreted, construed and enforced as if all such provisions were set forth in full in this Grant of Security Interest.

The Administrative Agent's address is:

Wells Fargo Bank, National Association
3800 Howard Hughes Pkwy 4th Floor
Las Vegas, Nevada 89109
Attn: Clark Wood, Senior Vice President
Telephone: (702) 791-6351
Fax: (702) 791-6248

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TRADEMARK
REEL: 003653 FRAME: 0514

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

UNITED AUBURN INDIAN COMMUNITY (also sometimes known as the United Auburn Indian Community of the Auburn Rancheria of California)

By: _____
Name: Jessica Travares
Chairperson

OHS West:260315982.2
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ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California)
) ss.
COUNTY OF Placer)

On October 29, 2007 (Date), before me, Corinne E. Bow, Notary (Name and Title of Officer (e.g. "Jane Doe, Notary Public")),

personally appeared Jessica Tavares, Chairperson (Name of Signer(s)),

$(personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CORINNE E. BOW
Commission # 1713423
Notary Public - California
Placer County
My Comm. Expires Dec 30, 2010

WITNESS my hand and official seal.

Corinne E. Bow
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

☐ **Individual**
☐ **Corporate Officer**

Title(s)

☐ Partner(s) ☐ **Limited** ☐ **General**
☐ **Attorney-In-Fact**
☐ **Trustee(s)**
☐ Guardian/Conservator
Other: Chairperson

Signer is Representing:
Name of Person(s) or Entity(ies)
United Auburn Indian Community

DESCRIPTION OF ATTACHED DOCUMENT

Grant of Security Interest
Title or Type of Document

5 (including Acknowledgment)
Number of Pages

Date of Document

Signer(s) Other Than Named Above

OHS West:260315982.2
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SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Reg. Date	Reg. No.
FIND YOUR FORTUNE	31-Jul-07	3271096
THUNDER BLITZ	03-Oct-06	3151840
THUNDER VALLEY CASINO	10-Aug-04	2872370
THUNDER VALLEY CASINO	10-Aug-04	2872371
UNITED AUBURN INDIAN COMMUNITY THUNDER VALLEY CASINO (and design)	06-Dec-05	3024106
UNITED AUBURN INDIAN COMMUNITY THUNDER VALLEY CASINO (and design)	06-Dec-05	3024107

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Filing Date	Application No.
CHILL FIRE	31-Jul-07	77/243,706
THUNDER ROAD	23-Aug-04	78/471,858
THUNDER STRIKE JACKPOT	30-Nov-04	78/524,697
THUNDER STRIKE JACKPOT (and design)	22-Aug-05	78/697,449