

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name   | Formerly | Execution Date | Entity Type                                      |
|--|----------|----------------|--|
| The Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California d/b/a Colusa Casino Resort, aka the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community d/b/a Colusa Casino Resort |          | 08/28/2008     | Federally Recognized Indian Tribe: UNITED STATES |

**RECEIVING PARTY DATA**

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | Bank of America, N.A.                       |
| <b>Street Address:</b>   | 405 South Main Street                       |
| <b>Internal Address:</b> | Second Floor                                |
| <b>City:</b>             | Salinas                                     |
| <b>State/Country:</b>    | CALIFORNIA                                  |
| <b>Postal Code:</b>      | 93901                                       |
| <b>Entity Type:</b>      | National Banking Association: UNITED STATES |

**PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 3248343 | WINTUN DINNER HOUSE |
| Registration Number: | 3382841 | SEASONS BUFFET      |

**CORRESPONDENCE DATA**

Fax Number: (612)340-8856  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (612) 492-6863  
 Email: ip.docket@dorsey.com  
 Correspondent Name: Kari B. Frank  
 Address Line 1: 50 South Sixth Street  
 Address Line 2: Suite 1500

CH \$65.00 3248343

Address Line 4: Minneapolis, MINNESOTA 55402-1498

|                         |                 |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 12,336          |
| NAME OF SUBMITTER:      | Kari B. Frank   |
| Signature:              | /Kari B. Frank/ |
| Date:                   | 11/12/2008      |

**Total Attachments: 20**

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Execution



**AMENDED AND RESTATED  
SECURITY AGREEMENT  
CACHIL DEHE BAND OF WINTUN  
INDIANS**

1. THE SECURITY. (a) The Cachil Dehe Band of Wintun Indians of the Colusa Indian Community of the Colusa Rancheria, California d/b/a Colusa Casino Resort, aka the Cachil Dehe Band of Wintun Indians of the Colusa Indian Community d/b/a Colusa Casino Resort, a federally recognized Indian tribe (the "Pledgor") hereby assigns and grants to Bank of America, N.A. (the "Bank") a security interest in the following described property now owned or hereafter acquired by the Pledgor (the "Collateral"):

(i) All Pledged Revenues of the Pledgor's Gaming Enterprise, all of Pledgor's deposit accounts and securities accounts in which Pledged Revenues are deposited, credited or otherwise held, and all investment property credited to such accounts. The Collateral shall include any renewals or rollovers of the deposit accounts and securities accounts, any successor accounts, and any general intangibles and choses in action arising therefrom or related thereto.

(ii) All inventory, including all materials, work in process and finished goods, of the Pledgor's Gaming Enterprise.

(iii) All goods, materials, supplies, chattels, furniture, trade fixtures, machinery, equipment and personal property of every type now owned or hereafter acquired by the Pledgor, now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Gaming Enterprise, including, but not limited to, all gaming devices, gaming instruments, gaming mechanisms, gaming computer software programs, licenses and rights (except for gaming licenses and liquor licenses and other licenses which are not transferrable), and all items related or appurtenant thereto.

(iv) All accounts, contract rights, chattel paper, instruments and general intangibles (including payment intangibles) of the Pledgor's Gaming Enterprise, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions; (ii) all trademarks, service marks, and trade names; (iii) all copyrights and literary rights; (iv) all computer software programs; (v) all mask works of semiconductor chip products; (vi) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems. The Collateral shall include all good will connected with or symbolized by any of such general intangibles; all contract rights, documents, applications, licenses, materials and other matters related to such general intangibles; all tangible property embodying or incorporating any such general intangibles; and all chattel paper and instruments relating to such general intangibles.

(v) All negotiable and nonnegotiable documents of title covering any Collateral.

(vi) All accessions, attachments and other additions to the Collateral, and all tools, parts and equipment used in connection with the Collateral.

(vii) All substitutes or replacements for any Collateral, all cash or non-cash proceeds, product, rents and profits of any Collateral, all income, benefits and property receivable on account of the Collateral, all rights under warranties and insurance contracts covering the Collateral, and any causes of action relating to the Collateral.

(viii) All books and records pertaining to any Collateral, including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory ("Books and Records").

(b) The "Gaming Enterprise" of the Pledgor shall consist of the operations of the following (the "Gaming Facilities"):

(i) the Colusa Casino Resort aka the Colusa Casino & Bingo operation, and any other gaming facility which is now, or may hereafter be, acquired, owned, constructed and operated by the Pledgor or any dependent or independent instrumentality or agency thereof; and

(ii) any presently owned or hereafter acquired or constructed related facilities for dining, food service and preparation, recreation, entertainment and related parking facilities, any facility for either permanent or temporary lodging (including the Colusa Hotel and any other hotels, motels and/or recreational vehicle parks), any retail stores or other resort operations and related parking facilities, provided:

(A) a majority interest in such related facilities is owned by the Pledgor or any dependent or independent instrumentality or agency of the Pledgor,

(B) such related facilities are operated and marketed on an integrated basis with a gaming facility or resort project operated in conjunction with a gaming facility; and

(C) such related facilities are developed for the primary purpose of complementing and/or supporting the operations of the gaming facilities or the resort project operated in conjunction with a gaming facility; and

(iii) all equipment used in connection with any of the facilities described in clauses (i) or (ii).

(c) The "Pledged Revenues" of the Gaming Enterprise shall mean all money, receipts, revenues and rents from the operation of any portion of the Gaming Facilities, including without limitation receipts from (a) Class II and Class III gaming (as such terms are used in the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq. ("IGRA")), (b) food, beverage, restaurant and other concessions derived therefrom, (c) the lease or sublease of space or equipment within, on or at the Gaming Facilities, (d) permanent or temporary lodging (including hotels, motels and/or recreational vehicle parks), (e) the disposition of all or any portion of any Gaming Facilities, and (f) any other activities carried on within such facilities; the net proceeds of business interruption

insurance (or its equivalent) obtained by or on behalf of the Pledgor with respect to the Gaming Facilities; provided that in no event shall Pledged Revenues include: (i) amounts collected and paid out for a sales, use or excise tax imposed by a governmental authority (other than the Pledgor) where such tax is billed to the purchaser as a separate item and remitted by the Pledgor to such government authority; (ii) amounts collected and paid out for a sales, use or excise tax imposed by the Pledgor where such tax is billed to the purchaser as a separate item, provided that such tax is not imposed at a rate higher than the tax that would apply to similar transactions in Colusa County, California, outside of the lands of the Pledgor; (iii) credits for the exchange of goods or merchandise; (iv) uncollected credit transactions written off as bad debt in accordance with GAAP; (v) any casualty insurance proceeds related to the Gaming Facilities (except for business interruption insurance or its equivalent); or (vi) any revenues or receipts of any person other than the Pledgor, including revenues and receipts of subtenants.

(d) The "Colusa Casino Resort aka the Colusa Casino & Bingo" means the gaming, hotel and resort business operated by the Pledgor located at 3770 Highway 45, Colusa, California 95932.

2. THE OBLIGATIONS. The Collateral secures and will secure all Obligations of the Pledgor to the Bank. For the purposes of this Agreement, "Obligations" means all loans and advances made by the Bank to the Pledgor and all other obligations and liabilities of the Pledgor to the Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by the Bank by assignment or otherwise, and including any obligation or liability arising pursuant to any interest rate protection agreement, derivative or hedge transaction of any kind entered into with the Bank and/or any affiliate of the Bank.

3. DEBTOR'S COVENANTS. The Pledgor represents, covenants and warrants that unless compliance is waived by the Bank in writing:

(a) The Pledgor will properly preserve the Collateral; defend the Collateral against any adverse claims and demands; and keep accurate Books and Records.

(b) The Pledgor is a federally-recognized Indian tribe whose chief executive office is located at the address shown on the signature page hereof. The Pledgor shall give Bank at least thirty (30) days notice before changing its chief executive office or organization. The Pledgor will notify the Bank in writing prior to any change in the location of any Collateral, including the Books and Records.

(c) The Pledgor will notify the Bank in writing prior to any change in the Pledgor's name or identity or any change in the business structure of the Gaming Enterprise.

(d) Unless otherwise agreed, the Pledgor has not granted and will not grant any security interest in any of the Collateral except to the Bank, and will keep the Collateral free of all liens, claims, security interests and encumbrances of any kind or nature except the security interest of the Bank, except as permitted by the Business Loan Agreement, of even date herewith (the "Loan Agreement"), between the Bank and the Pledgor.

(e) The Pledgor will promptly notify the Bank in writing of any event which affects the value of the Collateral, the ability of the Pledgor or the Bank to dispose of the Collateral, or the rights and remedies of the Bank in relation thereto, including, but not limited to, the levy of any legal process against any Collateral and the adoption of any marketing order, arrangement or procedure affecting the Collateral, whether governmental or otherwise.

(f) The Pledgor shall pay all costs necessary to preserve, defend, enforce and collect the Collateral, including but not limited to taxes, assessments, insurance premiums, repairs, rent, storage costs and expenses of sales, and any costs to perfect the Bank's security interest. Without waiving the Pledgor's default for failure to make any such payment, the Bank at its option may pay any such costs and expenses, discharge encumbrances on the Collateral, and pay for insurance of the Collateral, and such payments shall be a part of the Obligations and bear interest at the rate set out in the Obligations. The Pledgor agrees to reimburse the Bank on demand for any costs so incurred.

(g) Until the Bank exercises its rights to make collection, the Pledgor will diligently collect all Collateral.

(h) If any Collateral is or becomes the subject of any registration certificate, certificate of deposit or negotiable document of title, including any warehouse receipt or bill of lading, the Pledgor shall immediately deliver such document to the Bank, together with any necessary endorsements.

(i) The Pledgor will not sell, lease, agree to sell or lease, or otherwise dispose of any Collateral except with the prior written consent of the Bank or as otherwise permitted by the Loan Agreement; provided, however, that the Pledgor may sell inventory in the ordinary course of business.

(j) The Pledgor will maintain and keep in force insurance covering the Collateral against fire and extended coverages, to the extent that any Collateral is of a type which can be so insured. Such insurance shall require losses to be paid on a replacement cost basis, be issued by insurance companies acceptable to the Bank and include a loss payable endorsement in favor of the Bank in a form acceptable to the Bank.

(k) The Pledgor will not attach any Collateral to any real property or fixture owned by a person other than the Pledgor in a manner which might cause such Collateral to become a part thereof unless the Pledgor first obtains the written consent of any owner, holder of any lien on the real property or fixture, or other person having an interest in such property to the removal by the Bank of the Collateral from such real property or fixture. Such written consent shall be in form and substance acceptable to the Bank and shall provide that the Bank has no liability to such owner, holder of any lien, or any other person.

(l) The Pledgor shall not use the Collateral in violation of any applicable law, regulation, ordinance, or policy of insurance regulating the conduct of gaming, including,

but not limited to, the Indian Gaming Regulatory Act (25 U.S.C. Section 2701 et seq.) or the Tribal-State Gaming Compact between the Pledgor and the State of California.

(m) Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which the Pledgor has any right, title, or interest, throughout the world and that are used in connection with the Gaming Enterprise. The Pledgor will promptly notify the Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are used or to be used in connection with the Gaming Enterprise and which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A. The Pledgor authorizes the Bank, without notice to the Pledgor, to modify this Agreement by amending the Exhibit to include any such Collateral.

(n) The Pledgor will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto. The Pledgor also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works. The Pledgor will at its expense protect and defend all rights in the Collateral against any claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral. The Pledgor will not license or transfer any of the Collateral except with the Bank's prior written consent.

4. **ADDITIONAL OPTIONAL REQUIREMENTS.** The Pledgor agrees that the Bank may at its option at any time, whether or not the Pledgor is in default:

(a) Require the Pledgor to deliver to the Bank (i) copies of or extracts from the Books and Records, and (ii) information on any contracts or other matters affecting the Collateral.

(b) Examine the Collateral, including the Books and Records, and make copies of or extracts from the Books and Records, and for such purposes enter at any reasonable time, and upon reasonable notice, upon the property where any Collateral or any Books and Records are located.

(c) Require the Pledgor to deliver to the Bank any instruments or chattel paper which are part of the Collateral.

(d) Notify any account debtors, any buyers of the Collateral, or any other persons of the Bank's interest in the Collateral.

5. **DEFAULTS.** Any one or more of the following shall be a default hereunder:

(a) Any Obligation is not paid when due, or any default occurs under any agreement relating to the Obligations, subject to any applicable cure periods in such agreement.

(b) The Pledgor breaches any term, provision, warranty or representation under this Agreement or any other obligation of the Pledgor to the Bank, subject to any applicable cure periods in this Agreement or such other obligation.

(c) Any custodian, receiver or trustee is appointed to take possession, custody or control of all or a substantial portion of the property of the Pledgor or of any guarantor or other party obligated under any Obligation.

(d) The Pledgor or any guarantor or other party obligated under any Obligation becomes insolvent, or is generally not paying or admits in writing its inability to pay its debts as they become due, fails in business, makes a general assignment for the benefit of creditors, or commences any case, proceeding or other action under any bankruptcy or other law for the relief of, or relating to, debtors.

(e) Any case, proceeding or other action is commenced against the Pledgor or any guarantor or other party obligated under any Obligation under any bankruptcy or other law for the relief of, or relating to, debtors. The default will be deemed cured if any bankruptcy petition filed against the Pledgor is dismissed within a period of 45 days after the filing; provided, however, that the Bank will not be obligated to extend any additional credit to the Pledgor during that period; and provided further that such cure opportunity will be terminated upon the entry of an order for relief in any bankruptcy case arising from such a petition.

(f) Any involuntary lien of any kind or character attaches to any Collateral.

(g) Any financial statements, certificates, schedules or other information now or hereafter furnished by the Pledgor to the Bank prove false or incorrect in any material respect.

6. BANK'S REMEDIES AFTER DEFAULT. If any event of default occurs and is continuing, the Bank may do any one or more of the following, provided however that during any period of default, Borrower shall be permitted to make any payments required to be made by Borrower to the State of California under the Compact:

(a) Declare any Obligations immediately due and payable, without notice or demand.

(b) Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other applicable law.

(c) Enforce the security interest of the Bank in any deposit account or securities account of the Pledgor maintained with the Bank by applying such account to the Obligations.



(d) Require the Pledgor to obtain the Bank's prior written consent to any sale, lease, agreement to sell or lease, or other disposition of any Collateral consisting of inventory, except for food, retail goods and other personal property in the ordinary course of the Pledgor's business.

(e) Require the Pledgor to segregate all collections and proceeds of the Collateral so that they are capable of identification and deliver daily such collections and proceeds to the Bank in kind.

(f) Require the Pledgor to direct all account debtors to forward all payments and proceeds of the Collateral to a post office box under the Bank's exclusive control.

(g) Require the Pledgor to assemble the Collateral, including the Books and Records, and make them available to the Bank at a place designated by the Bank.

(h) Enter upon the property where any Collateral, including any Books and Records, are located and take possession of such Collateral and such Books and Records, and use such property (including any buildings and facilities) and any of the Pledgor's equipment, if the Bank deems such use necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral (consistent with the requirements of any applicable gaming law or regulations).

(i) Demand and collect any payments on and proceeds of the Collateral. In connection therewith the Pledgor irrevocably authorizes the Bank to endorse or sign the Pledgor's name on all checks, drafts, collections, receipts and other documents, and to take possession of and open the mail addressed to the Pledgor and remove therefrom any payments and proceeds of the Collateral, provided that the Bank shall not be entitled to open mail identified as coming from Pledgor's counsel.

(j) Grant extensions and compromise or settle claims with respect to the Collateral for less than face value, all without prior notice to the Pledgor.

(k) Use or transfer any of the Pledgor's rights and interests in any Intellectual Property now owned or hereafter acquired by the Pledgor, if the Bank deems such use or transfer necessary or advisable in order to take possession of, hold, preserve, process, assemble, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral. The Pledgor agrees that any such use or transfer shall be without any additional consideration to the Pledgor. As used in this paragraph, "Intellectual Property" includes, but is not limited to, all trade secrets, computer software, service marks, trademarks, trade names, trade styles, copyrights, patents, applications for any of the foregoing, customer lists, working drawings, instructional manuals, and rights in processes for technical manufacturing, packaging and labeling, in which the Pledgor has any right or interest, whether by ownership, license, contract or otherwise.

(l) Have a receiver appointed by any court of competent jurisdiction, subject to applicable gaming laws and regulations, to take possession of the Collateral. The Pledgor

hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

(m) Take such measures as the Bank may deem necessary or advisable to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, and the Pledgor hereby irrevocably constitutes and appoints the Bank as the Pledgor's attorney-in-fact to perform all acts and execute all documents in connection therewith, subject to applicable gaming laws and regulations.

(n) Without notice or demand to the Pledgor, set off and apply against any and all of the Obligations any and all deposits (general or special, time or demand, provisional or final) and any other indebtedness, at any time held or owing by the Bank or any of the Bank's agents or affiliates to or for the credit of the account of the Pledgor or any guarantor or endorser of the Pledgor's Obligations.

(o) Dispose of the Collateral in its then present condition or following such preparation and processing as the Bank deems commercially reasonable (the Bank having no duty or prepare or process the Collateral prior to sale), disclaim warranties of title, possession, quiet enjoyment and the like, and comply with any applicable state or federal law requirements in connection with a disposition of the Collateral. None of the actions in this paragraph shall be deemed to adversely affect the commercial reasonableness of the disposition of the Collateral.

## 7. ENVIRONMENTAL MATTERS.

(a) The Pledgor represents and warrants: (i) it is not in violation of any health, safety, or environmental law or regulation regarding hazardous substances and (ii) it is not the subject of any claim, proceeding, notice, or other communication regarding hazardous substances. "Hazardous substances" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any federal, state or local law (whether under common law, statute, regulation or otherwise) or judicial or administrative interpretation of such, including without limitation petroleum or natural gas.

(b) The Pledgor shall deliver to the Bank, promptly upon receipt, copies of all notices, orders, or other communications regarding (i) any enforcement action by any governmental authority relating to health, safety, the environment, or any hazardous substances with regard to the Pledgor's property, activities, or operations, or (ii) any claim against the Pledgor regarding hazardous substances.

(c) The Bank and its agents and representatives will have the right at any reasonable time, after giving reasonable notice to the Pledgor, to enter and visit the Gaming Facilities or any locations where the Collateral is located for the purposes of observing the Gaming Facilities or the Collateral, taking and removing environmental samples, and conducting tests. The Bank will make reasonable efforts during any site

visit, observation or testing conducted pursuant this paragraph to avoid interfering with the Pledgor's use of the Gaming Facilities or Collateral. The Bank is under no duty to observe the Collateral or to conduct tests, and any such acts by the Bank will be solely for the purposes of protecting the Bank's security and preserving the Bank's rights under this Agreement. No site visit, observation or testing or any report or findings made as a result thereof ("Environmental Report") will (i) result in a waiver of any default of the Pledgor; (ii) impose any liability on the Bank; or (iii) be a representation or warranty of any kind regarding the Gaming Facilities or Collateral (including its condition or value or compliance with any laws) or the Environmental Report (including its accuracy or completeness). In the event the Bank has a duty or obligation under applicable laws, regulations or other requirements to disclose an Environmental Report to the Pledgor or any other party, the Pledgor authorizes the Bank to make such a disclosure; provided that (unless prohibited by applicable law) the Bank notifies the Pledgor of such disclosure not less than three days in advance. The Pledgor further understands and agrees that any Environmental Report or other information regarding a site visit, observation or testing that is disclosed to the Pledgor by the Bank or its agents and representatives is to be evaluated (including any reporting or other disclosure obligations of the Pledgor) by the Pledgor without advice or assistance from the Bank.

(d) The Pledgor will indemnify and hold harmless the Bank from any loss or liability the Bank incurs in connection with or as a result of this Agreement, which directly or indirectly arises out of the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance on or from the Pledgor's property. This indemnity will apply whether the hazardous substance is on, under or about the Pledgor's property or operations or property leased to the Pledgor. The indemnity includes but is not limited to attorneys' fees (including the reasonable estimate of the allocated cost of in-house counsel and staff). The indemnity extends to the Bank, its parent, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns, and will survive repayment of Pledgor's obligations to the Bank.

## 8. MISCELLANEOUS.

(a) Any waiver, express or implied, of any provision hereunder and any delay or failure by the Bank to enforce any provision shall not preclude the Bank from enforcing any such provision thereafter.

(b) The Pledgor shall, at the request of the Bank, execute such other agreements, documents, instruments, or financing statements in connection with this Agreement as the Bank may reasonably deem necessary. To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement. The Pledgor hereby authorizes the Bank to prepare and file any financing statement or other document which must be executed or filed to perfect or continue the perfection, maintain the priority of or provide notice of the Bank's security interest in the Collateral and file any such financing statements and other documents by electronic means with or without a signature as authorized or required by applicable law or filing procedures.

(c) All notes, security agreements, subordination agreements and other documents executed by the Pledgor or furnished to the Bank in connection with this Agreement must be in form and substance satisfactory to the Bank.

(d) This Agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which the parties hereto submit (subject to paragraph (j) of this Section 8).

(e) All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

(f) All terms not defined herein are used as set forth in the California Uniform Commercial Code.

(g) In the event of any action by the Bank, upon an event of default by the Pledgor, to enforce this Agreement or to protect the security interest of the Bank in the Collateral, or to take possession of, hold, preserve, process, assemble, insure, prepare for sale or lease, market for sale or lease, sell or lease, or otherwise dispose of, any Collateral, the Pledgor agrees to pay immediately the costs and expenses thereof, together with reasonable attorney's fees and allocated costs for in-house legal services.

(h) This Agreement shall constitute a continuing agreement, applying to all future as well as existing transactions, whether or not of the character contemplated at the date of this Agreement, and if all transactions between the Bank and the Pledgor shall be closed at any time, shall be equally applicable to any new transactions thereafter.

(i) The Bank's rights hereunder shall inure to the benefit of its successors and assigns. In the event of any assignment or transfer by the Bank of any of the Obligations or the Collateral, the Bank thereafter shall be fully discharged from any responsibility with respect to the Collateral so assigned or transferred, but the Bank shall retain all rights and powers hereby given with respect to any of the Obligations or the Collateral not so assigned or transferred. All representations, warranties and agreements of the Pledgor shall be binding upon the successors and assigns of the Pledgor.

(j) The provisions of the Loan Agreement relating to arbitration and judicial reference (Section 10.4) and the waiver of the sovereign immunity of the Pledgor and the consent by the Pledgor to the jurisdiction of the courts specified in the Loan Agreement (Section 10.5) are hereby expressly incorporated into this Agreement as though fully set forth herein.

Dated: August 28, 2008.

BANK OF AMERICA, N.A.

CACHIL DEHE BAND OF WINTUN INDIANS  
OF THE COLUSA INDIAN COMMUNITY OF  
THE COLUSA RANCHERIA, CALIFORNIA  
D/B/A COLUSA CASINO RESORT

By: \_\_\_\_\_

By:  \_\_\_\_\_

Title: \_\_\_\_\_

Title: Chairman \_\_\_\_\_

Pledgor's chief executive office:

c/o Tribal Chairman  
3730 Highway 45  
Colusa, CA 95932  
Fax: (530) 458-2388

Pledgor's mailing address (if different  
from above):

Pledgor's Taxpayer Identification  
Number (TIN) to be used for tax reporting  
purposes with respect to the Collateral  
is 68-0259444.

Dated: August 28, 2008.

BANK OF AMERICA, N.A.

CACHIL DEHE BAND OF WINTUN INDIANS  
OF THE COLUSA INDIAN COMMUNITY OF  
THE COLUSA RANCHERIA, CALIFORNIA  
D/B/A COLUSA CASINO RESORT

By: *Elgin L Hill*

By: \_\_\_\_\_

Title: *Senior Vice President*

Title: \_\_\_\_\_

Pledgor's chief executive office:

c/o Tribal Chairman  
3730 Highway 45  
Colusa, CA 95932  
Fax: (530) 458-2388

Pledgor's mailing address (if different  
from above):

Pledgor's Taxpayer Identification  
Number (TIN) to be used for tax reporting  
purposes with respect to the Collateral  
is 68-0259444.

EXHIBIT A

Patents, Trademark and Service Mark Registrations, Copyright Registrations, Mask Work Registrations, and All Applications Therefor

Wintun Dinner House

Seasons Buffet

# The United States of America



## CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are part of this certificate.*

*To avoid CANCELLATION of the registration, the owner of the registration must submit a declaration of continued use or excusable non-use between the fifth and sixth years after the registration date. (See next page for more information.) Assuming such a declaration is properly filed, the registration will remain in force for ten (10) years, unless terminated by an order of the Commissioner for Trademarks or a federal court. (See next page for information on maintenance requirements for successive ten-year periods.)*



*Jon W. I. Dudas*

*Director of the United States Patent and Trademark Office*



# REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

## Requirements in the First Ten Years\*

### *What and When to File:*

- First Filing: A Declaration of Continued Use (or Excusable Non-use), filed between the 5<sup>th</sup> and 6<sup>th</sup> years after the registration date. (See 15 U.S.C. §1058; 37 C.F.R. §2.161.)
- Second Filing: A Declaration of Continued Use (or Excusable Non-use) **and** an Application for Renewal, filed between the 9<sup>th</sup> and 10<sup>th</sup> years after the registration date. (See 15 U.S.C. §1058 and §1059; 37 C.F.R. §2.161 and 2.183.)

## Requirements in Successive Ten-Year Periods\*

### *What and When to File:*

- A Declaration of Continued Use (or Excusable Non-use) **and** an Application for Renewal, filed between each 9<sup>th</sup> and 10<sup>th</sup>-year period after the date when the first ten-year period ends. (See 15 U.S.C. §1058 and §1059; 37 C.F.R. §2.161 and 2.183.)

## Grace Period Filings\*

There is a six-month grace period for filing the documents listed above, with payment of an additional fee.

The U.S. Patent and Trademark Office (USPTO) will **NOT** send you any future notice or reminder of these filing requirements. Therefore, you should contact the USPTO approximately one year prior to the deadlines set forth above to determine the requirements and fees for submission of the required filings.

**NOTE:** *Electronic forms for the above documents, as well as information regarding current filing requirements and fees, are available online at the USPTO web site:*

[www.uspto.gov](http://www.uspto.gov)

**YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT  
FILE THE DOCUMENTS IDENTIFIED ABOVE DURING THE  
SPECIFIED TIME PERIODS.**

\*Exception for the Extensions of Protection under the Madrid Protocol:

The holder of an international registration with an extension of protection to the United States must file, under slightly different time periods, a Declaration of Continued Use (or Excusable Non-use) at the USPTO. See 15 U.S.C. §1141k; 37 C.F.R. §7.36. The renewal of an international registration, however, must be filed at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol. See 15 U.S.C. §1141j; 37 C.F.R. §7.41.



**Int. Cl.: 43**

**Prior U.S. Cls.: 100 and 101**

**United States Patent and Trademark Office**

**Reg. No. 3,248,343**

**Registered May 29, 2007**

**SERVICE MARK  
PRINCIPAL REGISTER**

**WINTUN DINNER  
HOUSE**

**CACHIL DEHE BAND OF WINTUN INDIANS  
(UNITED STATES FEDERALLY-RECOGNIZED INDIAN TRIBE)**

**3730 HIGHWAY 45  
COLUSA, CA 95932**

**FOR: RESTAURANT, IN CLASS 43 (U.S. CLS. 100  
AND 101).**

**FIRST USE 8-1-2005; IN COMMERCE 8-1-2005.**

**THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.**

**NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DINNER HOUSE", APART FROM THE MARK AS SHOWN.**

**SN 78-604,377, FILED 4-7-2005.**

**KIMBERLY PERRY, EXAMINING ATTORNEY**



Please note that U.S. Customs & Border Protection (CBP), a bureau of the Department of Homeland Security, maintains a trademark recordation system for marks registered at the United States Patent and Trademark Office. Parties who register their marks on the Principal Register may record these marks with CBP, to assist CPB in its efforts to prevent the importation of goods that infringe registered marks. The recordation database includes information regarding all recorded marks, including images of these marks. CBP officers monitor imports to prevent the importation of goods bearing infringing marks, and can access the recordation database at each of the 317 ports of entry.

In October 2005, CBP released the Intellectual Property Rights e-Recordation (IPRR) system, located at <https://apps.cbp.gov/e-recordations/>. This new system allows right holders to electronically file IPR recordation applications, thus significantly reducing the amount of time normally required to process paper applications. Some additional benefits of the new system include:

- Elimination of paper applications and supporting documents.
- Copies of the certificate issued by the registering agency (U.S. Patent and Trademark Office or the Copyright Office) are retained by the right holder, not submitted to CBP.
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Information about how to obtain a recordation, and about CBP's Intellectual Property Rights border enforcement program, is available at CBP's web site, [www.cbp.gov](http://www.cbp.gov).



**NOTICE OF ACCEPTANCE OF SOU**  
**MAILING DATE: Apr 26, 2007**

The statement of use (SOU) filed for the trademark application identified below has been accepted. This acceptance means that the mark identified below is entitled to be registered. Accordingly, the registration will issue in due course barring any extraordinary circumstances.

For further information, visit our website at: <http://www.uspto.gov> or call the Trademark Assistance Center at 1-800-786-9199.

**SERIAL NUMBER:** 78604377  
**MARK:** WINTUN DINNER HOUSE  
**OWNER:** Cachil dehe Band of Wintun Indians



United States Patent and Trademark Office

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## SEASONS BUFFET

|                                    |  |
|------------------------------------|--|
| <b>Word Mark</b>                   | SEASONS BUFFET   |
| <b>Goods and Services</b>          | IC 043. US 100 101. G & S: restaurant services provided to patrons of applicant's casinos and not including the sale of packaged food products. FIRST USE: 20050801. FIRST USE IN COMMERCE: 20050801 |
| <b>Standard Characters Claimed</b> |  |
| <b>Mark Drawing Code</b>           | (4) STANDARD CHARACTER MARK  |
| <b>Serial Number</b>               | 78604380   |
| <b>Filing Date</b>                 | April 7, 2005  |
| <b>Current Filing Basis</b>        | 1A   |
| <b>Original Filing Basis</b>       | 1B   |
| <b>Published for Opposition</b>    | January 10, 2006   |
| <b>Registration Number</b>         | 3382841  |
| <b>Registration Date</b>           | February 12, 2008  |
| <b>Owner</b>                       | (REGISTRANT) <b>Cachil dehe Band</b> of Wintun Indians FEDERALLY-RECOGNIZED INDIAN TRIBE UNITED STATES 3730 Highway 45 Colusa CALIFORNIA 95932   |
| <b>Disclaimer</b>                  | NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BUFFET" APART FROM THE   |

MARK AS SHOWN  
Type of Mark SERVICE MARK  
Register PRINCIPAL  
Live/Dead Indicator LIVE

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