

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Coeur D'Alene Tribe		06/24/2009	Federally Recognized Indian Tribe: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent		
<b>Street Address:</b>	5340 Kietzke Lane, Suite 201		
<b>Internal Address:</b>	Attn: Felis Gallues, Vice President		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89511		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3224339	COEUR D'ALENE CASINO	
<b>Registration Number:</b>	3150880	CIRCLING RAVEN GOLF CLUB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(213)612-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	213-629-2020		
<b>Email:</b>	lpartmann@orrick.com		
<b>Correspondent Name:</b>	Duane Beasley		
<b>Address Line 1:</b>	777 South Figueroa Street, Suite 3200		
<b>Address Line 2:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017-5855		
<b>ATTORNEY DOCKET NUMBER:</b>	1696-447/1640		
<b>NAME OF SUBMITTER:</b>	Duane Beasley		

**CH \$65.00 3224339**

Signature:	/Duane Beasley/
Date:	07/21/2009
Total Attachments: 4 source=GRANT#page1.tif source=GRANT#page2.tif source=GRANT#page3.tif source=GRANT#page4.tif	

## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 24, 2009, is executed by the COEUR D'ALENE TRIBE (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, with an address of 5340 Kietzke Lane, Suite 201, Reno, Nevada, 89511, 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 June 24, 2009 (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 June 24, 2009 (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 and any Lender Rate Contract Counterparties (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 and any Lender Rate Contract Counterparties (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  
5340 Kietzke Lane, Suite 201  
Reno, Nevada 89511  
Attn: Felis Gallues, Vice President  
Telephone: (775) 689-6019  
Fax: (775) 689-6026

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

**COEUR D'ALENE TRIBE**

By: Chief J. Allan  
Name: Chief J. Allan  
Title: Chairman

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Reg. Date</u>	<u>United States Reg. No.</u>
Coeur D'Alene Casino & Design	April 3, 2007	3,224,339
Circling Raven Golf Club & Design	October 3, 2006	3,150,880

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.