

# 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
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION		09/08/2010	Indian Tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., As Administrative Agent		
Street Address:	5340 Kietzke Lane, Suite 201		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89511		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1938610		
CORRESPONDENCE DATA			
Fax Number:	(949)567-8710		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(213) 629-2020		
Email:	ipprosecution@orrick.com, orapoport@orrick.com, rgalvan@orrick.com, mgoetz@orrick.com, dlin@orrick.com		
Correspondent Name:	Ramon P. Galvan		
Address Line 1:	77 South Figueroa Street, Suite 3200		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5855		
ATTORNEY DOCKET NUMBER:	1696.484		
NAME OF SUBMITTER:	Ramon P. Galvan		
Signature:	/Ramon P. Galvan/		

CH \$40.00 1938610

900171310

TRADEMARK  
 REEL: 004276 FRAME: 0121

Date:

09/10/2010

**Total Attachments: 4**

source=Grant of Security Interest#page1.tif

source=Grant of Security Interest#page2.tif

source=Grant of Security Interest#page3.tif

source=Grant of Security Interest#page4.tif

## **GRANT OF SECURITY INTEREST**

### **TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of September 8, 2010 is executed by CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION, a federally recognized Indian tribe (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 September 8, 2010 (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 September 8, 2010 (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 the customer lists 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.

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, NV 89511  
Attention: Felis Gallues  
Tel. No. (775) 689-6019  
Fax No. (775) 689-6026

[This space intentionally left blank]

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

**CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
RESERVATION**

By: 

Name: Elwood H. Patawa

Title: Chairman, Board of Trustees

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Reg. Date</u>	United States <u>Reg. No.</u>
Wildhorse logo (Three horses running across setting sun)	December 14, 1994	1938610

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None