

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 aka United Auburn Indian Community of the Auburn Rancheria of California		06/16/2011	Federally Recognized Indian Tribe: UNITED STATES

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, N.A., as Administrative Agent
Street Address:	3800 Howard Hughes Parkway, 4th Floor
Internal Address:	Attn: Rick Bokum, Managing Director
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
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:	3949257	THUNDER VALLEY CASINO RESORT
Registration Number:	3949258	THUNDER VALLEY CASINO RESORT
Registration Number:	3949259	THUNDER VALLEY CASINO RESORT
Registration Number:	3949260	TV THUNDER VALLEY CASINO · RESORT
Registration Number:	3952518	TV THUNDER VALLEY CASINO · RESORT
Registration Number:	3024106	UNITED AUBURN INDIAN COMMUNITY THUNDER VALLEY CASINO
Registration Number:	3024107	UNITED AUBURN INDIAN COMMUNITY THUNDER VALLEY TRADEMARK

CH \$590.00 3271096

		CASINO
Registration Number:	3949261	TV THUNDER VALLEY CASINO · RESORT
Serial Number:	85048696	SPA AT THUNDER VALLEY
Serial Number:	77715878	JACKPOT CAPITAL OF CALIFORNIA
Serial Number:	85266108	LUCKY YOU
Serial Number:	85266134	LUCKY YOU
Serial Number:	85048643	PANO HALL
Serial Number:	85037824	THUNDER VALLEY CASINO RESORT
Serial Number:	85037843	THUNDER VALLEY CASINO RESORT
Serial Number:	85249802	THUNDER VALLEY CASINO RESORT
Serial Number:	85037882	TV THUNDER VALLEY CASINO RESORT
Serial Number:	85037899	TV THUNDER VALLEY CASINO · RESORT
Serial Number:	85249747	TV THUNDER VALLEY CASINO · RESORT

CORRESPONDENCE DATA

Fax Number: (213)612-2499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-612-2020
Email: lpartmann@orrick.com
Correspondent Name: David Lin
Address Line 1: 777 South Figueroa Street, Suite 3200
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: Los Angeles, CALIFORNIA 90017-5855

ATTORNEY DOCKET NUMBER:	1696-424/1640
NAME OF SUBMITTER:	David Lin
Signature:	/David Lin/
Date:	06/17/2011

Total Attachments: 4
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 16, 2011, is executed by the UNITED AUBURN INDIAN COMMUNITY (also sometimes known as the United Auburn Indian Community of the Auburn Rancheria of California), a federally recognized Indian tribe (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, with an address of 3800 Howard Hughes Pkwy 4th Floor, Las Vegas, Nevada 89109, 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 16, 2011 (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 16, 2011 (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, remedies and limitations 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, including without limitation the Gaming Law Limitation set forth in Section 11.15 of the Security Agreement.

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: Rick Bokum, Managing Director
Telephone: (702) 791-6185
Fax: (702) 791-6365

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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.

UNITED AUBURN INDIAN COMMUNITY
(also sometimes known as the United Auburn
Indian Community of the Auburn Rancheria of
California), a federally recognized Indian tribe

By: 

Name: David Keyser

Title: Chairman

Signature Page to Grant of Security Interest (United Auburn 2011)

TRADEMARK
REEL: 004565 FRAME: 0223

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark</u>	<u>Reg. Date</u>	<u>United States Reg. No.</u>
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
THUNDER VALLEY CASINO RESORT	19-Apr-11	3949257
THUNDER VALLEY CASINO RESORT	19-Apr-11	3949258
THUNDER VALLEY CASINO RESORT	19-Apr-11	3949259
TV THUNDER VALLEY CASINO RESORT (and design)	19-Apr-11	3949260
TV THUNDER VALLEY CASINO RESORT (and design)	19-Apr-11	3949261
TV THUNDER VALLEY CASINO RESORT (and design)	26-Apr-11	3952518
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

<u>Mark</u>	<u>Filing Date</u>	<u>United States Application No.</u>
SPA AT THUNDER VALLEY	26-May-10	85/048696
JACKPOT CAPITAL OF CALIFORNIA	16-Apr-09	77/715878
LUCKY YOU	14-Mar-11	85/266108
LUCKY YOU	14-Mar-11	85/266134
PANO HALL	26-May-10	85/048643
THUNDER VALLEY CASINO RESORT	13-May-10	85/037824
THUNDER VALLEY CASINO RESORT	13-May-10	85/037843
THUNDER VALLEY CASINO RESORT	23-Feb-11	85/249802
TV THUNDER VALLEY CASINO RESORT (and design 2)	13-May-10	85/037882
TV THUNDER VALLEY CASINO RESORT (and design 2)	13-May-10	85/037899
TV THUNDER VALLEY CASINO RESORT (and design 2)	23-Feb-11	85/249747

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