

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |   |                 |                                     |
|---|---|-----------------|-------------------------------------|
| SUBMISSION TYPE:  | NEW ASSIGNMENT  |                 |                                     |
| NATURE OF CONVEYANCE:   | RELEASE BY SECURED PARTY                                    |                 |                                     |
| CONVEYING PARTY DATA  |   |                 |                                     |
| Name  | Formerly  | Execution Date  | Entity Type                         |
| Goldman Sachs Lending Partners LLC  |   | 07/13/2012      | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA  |   |                 |                                     |
| Name:   | Gun Lake Tribal Gaming Authority                            |                 |                                     |
| Street Address:   | 1123 129th Avenue   |                 |                                     |
| City:   | Wayland   |                 |                                     |
| State/Country:  | MICHIGAN  |                 |                                     |
| Postal Code:  | 49348   |                 |                                     |
| Entity Type:  | Wholly Owned, unincorporated instrumentality: UNITED STATES |                 |                                     |
| PROPERTY NUMBERS Total: 4   |   |                 |                                     |
| Property Type   | Number  | Word Mark       |                                     |
| Registration Number:  | 3948054   | GUN LAKE CASINO |                                     |
| Registration Number:  | 3951083   | GUN LAKE CASINO |                                     |
| Registration Number:  | 4136054   | SANDHILL CAFÉ   |                                     |
| Registration Number:  | 4126077   | APPLIQUES       |                                     |
| CORRESPONDENCE DATA   |   |                 |                                     |
| Fax Number:   | 6123408856  |                 |                                     |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |   |                 |                                     |
| Phone:  | 612-492-6842  |                 |                                     |
| Email:  | cadwell.jeffrey@dorsey.com                                  |                 |                                     |
| Correspondent Name:   | Jeffrey R. Cadwell  |                 |                                     |
| Address Line 1:   | Dorsey & Whitney LLP, 50 South Sixth St                     |                 |                                     |
| Address Line 2:   | Suite 1500  |                 |                                     |
| Address Line 4:   | Minneapolis, MINNESOTA 55402                                |                 |                                     |
| ATTORNEY DOCKET NUMBER:   | M233010   |                 |                                     |

CH \$115.00 3948054

|   |                      |
|---|----------------------|
| NAME OF SUBMITTER:  | Jeffrey R. Cadwell   |
| Signature:  | /Jeffrey R. Cadwell/ |
| Date:   | 07/13/2012           |
| <b>Total Attachments: 4</b><br>source=Release of Trademark Security Agreement (executed)-v1#page1.tif<br>source=Release of Trademark Security Agreement (executed)-v1#page2.tif<br>source=Release of Trademark Security Agreement (executed)-v1#page3.tif<br>source=Release of Trademark Security Agreement (executed)-v1#page4.tif |                      |

## **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is as of July 13, 2012 by Goldman Sachs Lending Partners LLC, a Delaware limited liability company, as Collateral Agent for the Secured Parties (as those terms are defined in the Credit Agreement), in favor of Gun Lake Tribal Gaming Authority ("GLTGA"), a wholly-owned, unincorporated instrumentality of the Match-E-Be-Nash-She-Wish Band of Pottawatomí Indians of Michigan (the "Tribe"), a federally-recognized Indian tribe.

**WHEREAS**, the Collateral Agent, SC Michigan LLC, and GLTGA are parties to a Pledge and Security Agreement dated as of July 20, 2010 (the "Pledge and Security Agreement");

**WHEREAS**, pursuant to the Pledge and Security Agreement, GLTGA executed and delivered that certain Trademark Security Agreement (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Security Agreement") granting the Collateral Agent a security interest in and lien on certain Trademark Collateral (as defined below);

**WHEREAS**, the Trademark Security Agreement was dated as of July 20, 2010, and was recorded with the United States Patent and Trademark Office ("PTO") against the Trademark Collateral on August 30, 2010, at Reel 4269, Frame 0299; and

**WHEREAS**, GLTGA has satisfied all of the obligations under the Pledge and Security Agreement and has requested that the Collateral Agent terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Definitions. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.
2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges its security interest in and liens on the following Collateral of GLTGA (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

3. Reassignment. The Agent hereby reassigns, grants and conveys to GLTGA, without any representation, recourse or undertaking by the Collateral Agent, all of the Collateral Agent's right, title and interest in and to the Trademark Collateral.

[SIGNATURE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**GOLDMAN SACHS LENDING PARTNERS LLC,**  
as Collateral Agent

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





Name:

Title:


**Gabriel Jacobson**  
**Authorized Signatory**

## **SCHEDULE A**

### **1. Active Trademarks**

| <b>Mark</b>  | <b>Ser. No.</b> | <b>App. Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Class(es)</b> |
|--|-----------------|------------------|-----------------|------------------|------------------|
| <b>GUN LAKE CASINO<br/>&amp; Design (black &amp; white)</b><br> | 77159898        | April 18, 2007   | 3948054         | April 19, 2011   | 25, 35, 41, 43   |
| <b>GUN LAKE CASINO<br/>&amp; Design (color)</b><br>             | 77159906        | April 18, 2007   | 3951083         | April 26, 2011   | 25, 35, 41, 43   |
| <b>SANDHILL CAFÉ</b>   | 85042109        | May 18, 2010     | 4136054         | May 1, 2012      | 25, 43           |
| <b>APPLIQUES</b>   | 85042107        | May 18, 2010     | 4126077         | April 10, 2012   | 35               |

### **2. Inactive Trademarks**

| <b>Mark</b>   | <b>Ser. No.</b> | <b>App. Date</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Class(es)</b> |
|---|-----------------|------------------|-----------------|------------------|------------------|
| <b>JACKPOT CAPITAL<br/>OF MICHIGAN</b>  | 77159918        | April 18, 2007   | N/A             | N/A              | 41               |
| <b>Design Mark</b><br> | 77159879        | April 18, 2007   | N/A             | N/A              | 25, 35, 41, 43   |