

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		09/25/2013	Federally Recognized Indian Tribe: UNITED STATES

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, 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: 4

Property Type	Number	Word Mark
Registration Number:	3271096	FIND YOUR FORTUNE
Registration Number:	4289201	HS HIGH STEAKS STEAKHOUSE
Registration Number:	2915716	FALLS BAR
Serial Number:	85955768	THUNDER CLUB

CORRESPONDENCE DATA

Fax Number: 4157735759
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 415-775-5700
 Email: lpartmann@orrick.com
 Correspondent Name: David Y. Lin
 Address Line 1: 405 Howard Street
 Address Line 2: Orrick, Herrington & Sutcliffe LLP
 Address Line 4: San Francisco, CALIFORNIA 94105

CH \$115.00 3271096

ATTORNEY DOCKET NUMBER:	1696-424
NAME OF SUBMITTER:	David Y. Lin
Signature:	/David Y. Lin/
Date:	11/01/2013
Total Attachments: 4 source=Grant of Security Interest (Trademarks) United Auburn 2013#page1.tif source=Grant of Security Interest (Trademarks) United Auburn 2013#page2.tif source=Grant of Security Interest (Trademarks) United Auburn 2013#page3.tif source=Grant of Security Interest (Trademarks) United Auburn 2013#page4.tif	

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 25, 2013, 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 Amended and Restated Loan Agreement, dated as of September 25, 2013 (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 an Amended and Restated Security Agreement, dated as of September 25, 2013 (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 the 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 the Lender Rate Contract Counterparties) 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: Gene Whitehouse
Title: Chairperson

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Class(es)	Reg. Date	Reg. No.
FIND YOUR FORTUNE	41	Jul-31-2007	3271096
HS HIGH STEAKS STEAKHOUSE & Design	43	Feb-12-2013	4289201
FALLS BAR	43	Jan-04-2005	2915716

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Class(es)	Application Date	Serial No.
THUNDER CLUB	41	Jun-10-2013	85955768

OHSUSA:754241007.1