

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Downs Racing, L.P.		11/19/2013	LIMITED PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	RBS Citizens, N.A., as Administrative Agent		
Street Address:	90 State House Square		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3613073		
Registration Number:	3465596		
Registration Number:	3323775	DIAL A BET	
Registration Number:	3465799	MOHEGAN SUN AT POCONO DOWNS	
Registration Number:	3465594	MOHEGAN SUN AT POCONO DOWNS	
Registration Number:	3420921	POCONO DOWNS	
Serial Number:	85921091	POCONO DOWNS	
Registration Number:	3542156	POCONO PENNIES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		

OP \$215.00 3613073

Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0296
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/19/2013

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 19, 2013 (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the "Intellectual Property Security Agreement"), is made by Mohegan Tribal Gaming Authority ("Borrower"), a governmental instrumentality of The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the "Tribe"), and Downs Racing, L.P., a Pennsylvania limited partnership ("Downs Racing", and together with Borrower, each a "Grantor" and collectively the "Grantors") in favor of RBS Citizens, N.A., as the administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Secured Parties.

WHEREAS, pursuant to that certain Loan Agreement of even date herewith, among the Tribe, Borrower, the Lenders from time to time party thereto, RBS Citizens, N.A., as Administrative Agent and L/C Issuer, and Bank of America, N.A. as Autoborrow Lender and L/C Issuer (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the "Loan Agreement"), the Creditors are making certain credit facilities available to Borrower.

WHEREAS, the Grantors have entered into a Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the ratable benefit of the Secured Parties, and have agreed to deliver to the Secured Parties all such instruments and documents as shall be necessary or desirable to fully perfect, when filed and/or recorded, and to ensure the first priority status of, the Secured Parties' security interests in the Collateral.

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and, if not therein defined, in the Loan Agreement.

SECTION 2. Grant of Security. The Grantors hereby grant to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantors' right, title and interest in and to its trademarks (including any applications therefor), service marks, patents, licenses, copyrights (including any applications therefor), and intellectual property set forth on Schedule I attached hereto (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantors' Secured Obligations:

SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Loan Document; Certain Provisions Incorporated. This Intellectual Property Security Agreement is one of the Loan Documents referred to in the Loan Agreement, and the provisions of the Loan Agreement generally applicable to Loan Documents (including, without limitation, governing law and notice provisions) are applicable hereto and incorporated herein by this reference, as if specifically set forth in full herein, *mutatis mutandis*.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Loan Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement and the Loan Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement shall govern.

SECTION 7. Waiver of Right to Trial By Jury. EACH PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL (OR, TO THE EXTENT SO DIRECTED IN ACCORDANCE WITH SECTION 12.15 OF THE LOAN AGREEMENT, ARBITRATION) WITHOUT A JURY, AND THAT ANY PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 8. Waiver of Sovereign Immunity; Consent to Jurisdiction.

(a) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES THE SOVEREIGN IMMUNITY OF SUCH GRANTOR (AND ANY DEFENSE BASED THEREON) FROM ANY SUIT, ACTION OR PROCEEDING OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) IN ANY FORUM, WITH RESPECT TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, PROVIDED THAT (1) THE WAIVER CONTAINED IN THIS CLAUSE (a) IS EXPRESSLY LIMITED TO ACTIONS AGAINST ANY GRANTOR AND (2) ANY RECOVERY UPON ANY JUDGMENT RESULTING THEREFROM SHALL BE LIMITED TO RECOVERY AGAINST THE AUTHORITY PROPERTY (OTHER THAN ANY PROTECTED ASSETS), INCLUDING POCONO DOWNS AND THE REVENUES OF THE GRANTORS AND ALL COLLATERAL RELATING THERETO.

(b) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE (SUBJECT TO ARBITRATION DIRECTED IN ACCORDANCE WITH SECTION 12.15 OF THE LOAN AGREEMENT AND OTHER THAN WITH RESPECT TO ACTIONS BY THE

ADMINISTRATIVE AGENT OR ANY SECURED PARTY IN RESPECT OF RIGHTS UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT GOVERNED BY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK OR WITH RESPECT TO ANY COLLATERAL SUBJECT THERETO) JURISDICTION OF (I) ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, (II) IN THE EVENT THAT THE COURTS DESCRIBED IN CLAUSE (I) ABOVE LACK OR DECLINE JURISDICTION, ANY CONNECTICUT STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN CONNECTICUT, AND ANY APPELLATE COURT FROM ANY THEREOF AND (III) IN THE EVENT THAT THE COURTS DESCRIBED IN CLAUSES (I) AND (II) ABOVE LACK OR DECLINE JURISDICTION, ANY OTHER COURT OF COMPETENT JURISDICTION, INCLUDING, SUBJECT TO CLAUSE (F) BELOW, ANY TRIBAL COURT, IN EACH CASE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AGAINST ANY GRANTOR OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IN ANY COURT DESCRIBED IN CLAUSE (B) ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.02 OF THE LOAN AGREEMENT. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) THE WAIVERS AND CONSENTS DESCRIBED IN THIS SECTION SHALL INURE TO THE BENEFIT OF THE CREDITORS AND EACH OTHER PERSON WHO IS ENTITLED TO THE BENEFITS OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE INDEMNITEES REFERRED TO IN SECTION 12.04 OF THE LOAN AGREEMENT). SUBJECT TO SECTION 12.19 OF THE LOAN AGREEMENT AND SECTION 9 HEREOF, THE CREDITORS AND SUCH OTHER PERSONS SHALL HAVE AND BE ENTITLED TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, INCLUDING THE RIGHT TO SPECIFIC PERFORMANCE, MONEY DAMAGES AND INJUNCTIVE OR DECLARATORY RELIEF. THE WAIVERS OF

SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION CONTAINED IN THIS SECTION ARE IRREVOCABLE.

(f) EACH GRANTOR AGREES THAT ANY ACTION FOR THE ENTRY OF JUDGMENT ON AND/OR ENFORCEMENT OF AN ARBITRATION AWARD OR COURT ORDER OR JUDGMENT MAY BE BROUGHT IN THE MOHEGAN TRIBAL GAMING DISPUTES COURT. EACH GRANTOR EXPRESSLY WAIVES THE APPLICATION OF THE DOCTRINES OF EXHAUSTION OF TRIBAL REMEDIES AND ANY RIGHT OF COMITY WITH RESPECT TO ANY TRIBAL COURT OR ANY TRIBAL COURT OF APPEALS THE TRIBE MAY NOW OR HEREAFTER MAINTAIN. IN ANY EVENT, NO ACTION MAY BE BROUGHT IN ANY TRIBAL COURT WITHOUT THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT (WITH THE CONSENT OF THE REQUIRED LENDERS).

SECTION 9. Gaming Law Limitations. Notwithstanding any provision in any Loan Document, none of the Creditors shall engage in any of the following: planning, organizing, directing, coordinating, controlling or managing all or any portion of the Tribe's or Borrower's or any other Tribal Entity's gaming operations that are regulated by IGRA (collectively, "Management Activities"), including (but not limited to) with respect to the following:

- (a) the training, supervision, direction, hiring, firing, retention, or compensation (including benefits) of any employee (whether or not a management employee) or contractor;
- (b) any employment policies or practices;
- (c) the hours or days of operation;
- (d) any accounting systems or procedures;
- (e) any advertising, promotions or other marketing activities;
- (f) the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;
- (g) the vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; or
- (h) budgeting, allocating, or conditioning payments of any Tribal Entity's operating expenses;

provided, however, that a Creditor will not be in violation of the foregoing restriction solely because such Creditor:

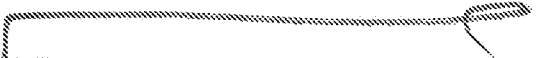
- (1) enforces compliance with any term in any Loan Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; or
- (2) requires that all or any portion of the revenues securing the Loans and other Secured Obligations be applied to satisfy valid terms of the Loan Documents; or
- (3) otherwise forecloses on all or any portion of the property securing the Secured Obligations.

SECTION 10. Section 81 Limitation. Notwithstanding any right of Secured Party contained in this Intellectual Property Security Agreement or any requirements or restrictions imposed on Borrower or the Tribe herein, any right, requirement or restriction that “encumbers Indian land” within the meaning of 25 U.S.C. § 81(b) shall not be effective for longer than six years, 364 days except if the document is an agreement or contract described in 25 U.S.C. § 81(c) or bears the approval of the Secretary of the Interior within the meaning of 25 U.S.C. § 81(b).

[signature page follows]


IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

MOHEGAN TRIBAL GAMING AUTHORITY

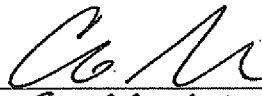
By: 
Name: Mitchell G. Eteas
Title: President / CEO

DOWNNS RACING, L.P., a Pennsylvania limited partnership

By: MOHEGAN COMMERCIAL VENTURES PA, LLC, a Pennsylvania limited liability company, its General Partner

By: 
Name: Mitchell G. Eteas
Title: Manager

RBS CITIZENS, N.A.,
as Administrative Agent

By: 
Name: Clifford Mello
Title: S. V. P.





[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005157 FRAME: 0757


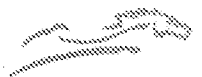
SCHEDULE I
To
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Item A. **U.S. Trademarks:**

Owner: Mohegan Tribal Gaming Authority

Mohegan Tribal Gaming Authority Mark	Application No. Filing Date	Registration No. Registration Date
	75538135 17-AUG-1998	2287742 19-OCT-1999
A LEGENDARY GAMING EXPERIENCE	75538136 17-AUG-1998	2285228 12-OCT-1999
A WORLD AT PLAY	78925821 10-JUL-2006	3239672 8-MAY-2007
CASINO OF THE WIND	77048046 20-NOV-2006	3544082 9-DEC-2008
HOT SUMMER FUN AT MOHEGAN SUN	75748714 12-JUL-1999	2345606 25-APR-2000
MOHEGAN SUN	75666086 23-MAR-1999	2364210 4-JUL-2000
	75538137 17-AUG-1998	2409842 5-DEC-2000
	75259053 18-MAR-1997	2199416 27-OCT-1998
MOHEGAN SUN POKER	85956588 11-JUN-2013	4428965 5-NOV-2013
	85956744 11-JUN-2013	4428966 5-NOV-2013
POWERPLAY BONUSING. PLAY BEYOND THE EXPECTED.	85614231 2-MAY-2012	4214098 25-SEP-2012
SUNRISE SQUARE	77385459 31-JAN-2008	3668240 18-AUG-2009
SWIPE & WIN	75748707 12-JUL-1999	2348698 9-MAY-2000

Owner: Downs Racing, L.P.

Downs Racing, L.P. Mark	Application No. Filing Date	Registration No. Registration Date
	77203640 12-JUN-2007	3613073 28-APR-2009
	77187088 22-MAY-2007	3465596 15-JUL-2008

Downs Racing, L.P. Mark	Application No. Filing Date	Registration No. Registration Date
DIAL A BET	77173355 4-MAY-2007	3323775 30-OCT-2007
MOHEGAN SUN AT POCONO DOWNS	77203589 12-JUN-2007	3465799 15-JUL-2008
MOHEGAN SUN AT POCONO DOWNS	77187007 22-MAY-2007	3465594 15-JUL-2008
POCONO DOWNS	77203618 12-JUN-2007	3420921 29-APR-2008
POCONO DOWNS	85921091 2-MAY-2013	N/A
POCONO PENNIES	77187124 22-MAY-2007	3542156 2-DEC-2008

Item B. U.S. Patents:

Owner: Mohegan Tribal Gaming Authority

Title	Application No. Filing Date	Patent No. Issue Date
Bill validator status detector	09/390413 3-SEP-1999	6247572 19-JUN-2001
Hopper level interface	09/865094 24-MAY-2001	6626749 30-SEP-2003

Item C. U.S. Copyrights:

None.