#### 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             |
|----------------------|----------|----------------|-------------------------|
| PCI GAMING AUTHORITY |          | 11/26/2013     | TRIBAL INSTRUMENTALITY: |

#### **RECEIVING PARTY DATA**

| Name:             | BANK OF AMERICA, N.A., AS COLLATERAL AGENT   |
|-------------------|--|
| Street Address:   | 901 Main St., 14th Floor                     |
| Internal Address: | Mail Code TX1-492-14-04                      |
| City:             | Dallas                                       |
| State/Country:    | TEXAS  |
| Postal Code:      | 75202  |
| Entity Type:      | NATIONAL BANKING ASSOCIATION: NORTH CAROLINA |

#### PROPERTY NUMBERS Total: 5

| Property Type        | Number  | Word Mark                     |
|----------------------|---------|-------------------------------|
| Registration Number: | 3784811 | SURVIVOR GUY                  |
| Registration Number: | 3643523 | WIND CREEK CASINO & HOTEL     |
| Registration Number: | 3643524 | THERE'S SOMETHING IN THE WIND |
| Registration Number: | 4161452 | CREEK ENTERTAINMENT           |
| Registration Number: | 4161444 | ESCAPE AT WIND CREEK          |

#### **CORRESPONDENCE DATA**

Fax Number: 2134432926

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

213-617-5493 Phone:

Email: jcravitz@sheppardmullin.com

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP

Address Line 1: 333 S. Hope St., 48th Floor

Address Line 2: Attn: J. Cravitz

Address Line 4: Los Angeles, CALIFORNIA 90071

TRADEMARK

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| ATTORNEY DOCKET NUMBER:   | 0BN1-176837     |  |  |
|---|-----------------|--|--|
| NAME OF SUBMITTER:  | Julie Cravitz   |  |  |
| Signature:  | /julie cravitz/ |  |  |
| Date:   | 12/16/2013      |  |  |
| Total Attachments: 13 source=Trademark Security Agmt#page1.tif source=Trademark Security Agmt#page3.tif source=Trademark Security Agmt#page4.tif source=Trademark Security Agmt#page5.tif source=Trademark Security Agmt#page6.tif source=Trademark Security Agmt#page7.tif source=Trademark Security Agmt#page8.tif source=Trademark Security Agmt#page8.tif source=Trademark Security Agmt#page9.tif source=Trademark Security Agmt#page9.tif source=Trademark Security Agmt#page10.tif source=Trademark Security Agmt#page11.tif source=Trademark Security Agmt#page12.tif source=Trademark Security Agmt#page13.tif |                 |  |  |

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#### TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 26, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "<u>Agreement</u>"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "<u>Grantors</u>") in favor of Bank of America, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "<u>Collateral Agent</u>").

WHEREAS, one of the Grantors, PCI Gaming Authority (the "Borrower"), an unincorporated, chartered instrumentality of the Poarch Band of Creek Indians, a federally recognized Indian tribe (the "Tribe"), is a party to that certain Credit Agreement of even date herewith (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the lenders from time to time party thereto, and Bank of America, N.A., as Administrative Agent.

WHEREAS, to secure the Obligations (as defined in the Credit Agreement) under the Credit Agreement, the Grantors are party to that certain Security Agreement dated as of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

#### **SECTION 2.** Grant of Security Interest in Trademark Collateral

## SECTION 2.1 Grant of Security

Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (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

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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.

#### **SECTION 2.2** Certain Limited Exclusions

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

#### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

#### **SECTION 4.** Waiver of Sovereign Immunity

- (a) <u>Limited Waiver of Sovereign Immunity</u>. The following provisions apply to each Grantor, the Collateral Agent, each Secured Party, each Indemnified Party and their respective counsel and agents within the scope of this Section 4:
  - (i) Retention of Sovereign Immunity. By executing this Agreement, each of the Grantors does not waive, limit or modify its sovereign immunity from unconsented suit or judicial litigation, except as provided in this Section 4.

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- (ii) Scope of Waiver. Subject to the provisions of this Section 4, each of the Grantors hereby expressly and irrevocably grants to the Collateral Agent, each Secured Party, each Indemnified Party and their respective successors and assigns (each a "Grantee"), a limited waiver of its sovereign immunity from unconsented suit, arbitration, or other legal proceedings (an "Action"), whether such Action be brought in law or equity, and consents to such Action, solely for the following claims (each a "Claim"):
  - (A) any claim arising under this Agreement and the other Loan Documents (collectively, the "Transaction Documents") or any Grantor's obligations hereunder or thereunder, including without limitation, any claim to interpret or enforce the terms of any Transaction Document:
  - (B) to construe and enforce the terms of the Transaction Documents and to enforce any judgments, awards or orders resulting therefrom, as provided herein;
  - (C) to compel arbitration under the commercial arbitration rules of the American Arbitration Association (the "AAA") and as provided in this Agreement;
  - (D) to enforce an arbitrator's decision with respect to arbitration under the commercial arbitration rules of the AAA and as provided in this Agreement;
  - (E) to order amounts payable under this Agreement and the Collateral Documents or any other Transaction Documents to be paid in accordance with the terms thereof and enforce the award of damages owing as a consequence of a breach of any such agreement, whether such order or award is the product of litigation or arbitration, provided, that such money damages are only payable from the Collateral or as otherwise set forth in Section 4(b);
  - (F) to order the foreclosure, seizure or sale of the Collateral, or the exercise of any other remedy available generally in the State of Alabama for judgment creditors;
  - (G) to determine whether any consent or approval of the Tribe or any Grantor has been validly granted or withheld;
  - (H) to adjudicate any Claim under the Indian Civil Rights Act, 25 U.S.C. §1301 et seq. in a Tribal forum (as defined in Section 5(b)(i)); and

- (I) to enforce any order, judgment or arbitration decision by an Applicable Court (defined in Section 5(a)).
- (iii) <u>Procedural Requirements</u>. Any claim made pursuant to this Section 4 shall be subject to the following procedural requirements:
  - (A) the Claim shall be brought only by a Grantee under clause (a)(ii) above:
  - (B) the Claim shall arise under the Transaction Documents or any Grantor's obligations thereunder;
  - (C) no Claim arising under this Agreement or the Transaction Documents shall be made in any such Action against (1) individual officers or members of a Grantor acting in their personal capacities, or (2) any of their Affiliates (other than a Grantor or its respective Subsidiaries); and
  - (D) the Claim shall not seek to subject the assets of the Tribe or a Grantor to liability in a manner which is inconsistent with this Agreement, including subsection 4(b) hereof.
- (b) <u>No General Obligation; Limitation on Recourse</u>. The Obligations of each Grantor are not general obligations but instead are strictly limited recourse obligations enforceable solely against the Gaming Assets and the Collateral; provided, however, that upon the occurrence and during the continuance of an Intentional Interference Default by the Tribe, the Obligations of each Grantor and the Tribe also will be enforceable against any or all other assets of the Tribe (excluding Protected Assets) as provided in Section 5.3 of the Non-Interference Agreement.

# SECTION 5. Consent to Jurisdiction; Waivers of Venue, Tribal Exhaustion; Service of Process.

(a) <u>Jurisdiction and Enforcement</u>. Each of the Grantors hereby irrevocably and expressly consents to the jurisdiction of the United States District Court in the City and County of New York, any state court in the City and County of New York, and any federal or state court having jurisdiction thereover (each, a "New York Court") for Actions brought by a Grantee, or if none of the New York Courts accepts jurisdiction over such Action, then each of the Grantors hereby irrevocably consents to the jurisdiction of the Tribal Courts of the Tribe (with the New York Courts, collectively, the "Applicable Courts") for the limited purpose of an Action brought to compel arbitration, enforce an arbitration award, enforce an award of an Applicable Court, or to adjudicate any claim brought by a Grantee arising under the Indian Civil Rights Act, 25 U.S.C. §1301 et seq. or other laws of the Tribe, and each of the Grantors irrevocably and unconditionally agrees to be bound by the orders of such Applicable Court. Each of the Grantors irrevocably and unconditionally waives any objection to the laying of venue of

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any Action in the Applicable Courts, and irrevocably and unconditionally waives and agrees not to plead or claim that the Action in any such court has been brought in an inconvenient forum. Further and for the avoidance of doubt, each of the Grantors' waiver of its sovereign immunity and consent to the jurisdiction of the Applicable Courts includes any such Action brought by a Grantee seeking injunctive and/or declaratory relief against a Grantor based upon an attempt by it to revoke its or their waiver of sovereign immunity and consents made under Sections 4, 5, or 7.

- (b) <u>Waiver of Venue</u>. Each of the Grantors hereby expressly and irrevocably waives:
  - (i) its rights to have any Claim, dispute, controversy, suit, action or proceeding arising under this Agreement heard in any other forum whether or not such forum now exists or is hereafter created, other than in the circumstances described in Section 7, including, without limitation, any tribal court or other tribunal, forum, council or adjudicative body of the Tribe (each, a "Tribal Forum"); and
  - (ii) any claim or right that it may possess to the exercise of jurisdiction by any Tribal Forum, including, without limitation, any determination that any Tribal Forum has jurisdiction over any such dispute, controversy, suit, action or proceeding or jurisdiction to determine the scope of such Tribal Forum's jurisdiction, except as set forth in Section 7(a)(z).
- (c) <u>Tribal Exhaustion/Tribal Court Actions</u>. Each Grantor hereby expressly and irrevocably waives, any requirement that may exist for exhaustion of any remedies available in any Tribal Forum prior to the commencement of any dispute, controversy, suit, action or proceeding in any state or federal court or arbitration forum, even if any such Tribal Forum would have concurrent jurisdiction over any such dispute, controversy, suit, action or proceeding but for such waiver.

#### (d) Service of Process.

- (i) <u>Designation of Service Recipients</u>. In any action or proceeding as to which a Grantor has waived its sovereign immunity as provided in this Agreement, each of them consents and agrees that process against it shall be effective if served in the manner provided for Notices in the Credit Agreement on the Chief Executive Officer of such Grantor or the Chairman of the Tribal Council, with a copy to the Attorney General of the Tribe.
- (ii) <u>Appointment Irrevocable</u>. Each of the Grantors irrevocably appoints the Person in the foregoing clause and his or her respective successors in said offices from time to time, as agent for service of process made in accordance herewith.

- (e) <u>Foreclosure Procedures.</u> Without in any manner limiting the generality of the foregoing, each of the Grantors hereby expressly consents and authorizes any Governmental Authorities who have the right and duty under applicable law to take any action authorized or ordered by any court, including to take such action as entering onto property of the Gaming Enterprise and the Grantors to give effect to any judgment or order entered in order to enforce obligations under this Agreement. Any prevailing party that desires to execute an enforcement action against any property located on the lands of the Tribe shall first notify the Poarch Band of Creek Indians Tribal Court of such action, which Tribal Court shall then be obligated to facilitate the execution of the action in a peaceful manner. Such notification shall not constitute any submission to the jurisdiction of such Tribal Court by such prevailing party nor any acknowledgement of jurisdiction of such Tribal Court over such matters but shall be a courtesy only and an aid to execution. For the avoidance of doubt, each of the Grantors' waiver of its sovereign immunity in Section 4 extends to and includes any Actions with respect to the entry of judgment on, and enforcement of, any awards by the Applicable Courts.
- (f) No Revocation of Sovereign Immunity Waiver. Each of the Grantors' covenants and agrees that its limited waiver of sovereign immunity and other waivers and consents contained in Sections 4 through 7 are irrevocable, and each agrees not to revoke or further limit, in whole or in part, its limited waiver of sovereign immunity or the waivers and consents contained in Sections 4 through 7 or in any way attempt to revoke or further limit, in whole or in part, such limited waiver of sovereign immunity and other waivers and consents. In addition to the foregoing, each of the Grantors (to the maximum extent legally possible) covenants and agrees to cause the Tribe to prohibit each and every Tribal Forum (whether now or hereafter existing) from exercising jurisdiction over any dispute, controversy, suit, action or proceeding in connection with, relating to or arising under this Agreement and any other agreements authorized by such Grantor or the Tribe with respect thereto, other than in the circumstances described in this Section 5. In the event that any Grantors or the Tribe (i) purports to invalidate, repudiate, revoke, further limit, or attempt to invalidate, repudiate, revoke or further limit the limited waiver of sovereign immunity and other waivers and consents granted under Sections 4 through 7, (ii) takes any action which is inconsistent with the waivers and consents granted in Sections 4 through 7, (iii) fails to submit to the jurisdiction of arbitration or the Applicable Courts as provided herein or (iv) breaches its obligation to prohibit each Tribal Forum from exercising jurisdiction over an Action other than in the circumstances described in Section 5, the parties hereto expressly recognize and agree that (A) there remains no adequate remedy at law available to the Grantees, (B) the Grantees will be irreparably injured upon any attempted invalidation, repudiation, revocation or further limitation of Sections 4 through 7, and (C) each of the Grantors hereby consents to the entry of appropriate injunctive relief, consistent with the terms and conditions of this Agreement. In the event of any attempted further limitation, invalidation, repudiation, or revocation of the limited waiver of sovereign immunity or other waivers and consents granted herein, the Grantees may immediately seek judicial injunctive relief as provided in this Section 5(f) without first complying with any of the procedural prerequisites contained in Section 4 to the limited waiver of sovereign immunity granted herein. Any action seeking injunctive relief under Sections 4, 5 or 7, shall be brought in any of the New York Courts, and any federal or state court having

appellate jurisdiction thereover, and each of the Grantors expressly consents to the jurisdiction of, and agrees to be bound by, any order or judgment of, such courts.

#### SECTION 6. Waiver of Jury Trial.

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement or any other loan document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other person has represented, expressly or otherwise, that such other person would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this agreement and the other loan documents by, among other things, the mutual waivers and certifications in this section.

#### SECTION 7. Arbitration.

Binding Arbitration. At the option of a Grantee or a Grantor, a Claim for which any Grantor has provided a limited waiver of immunity under Section 4 may be submitted to binding arbitration, and the parties hereby agree to such binding arbitration in accordance with the procedures set forth below. For the avoidance of doubt, each of the Grantors' waivers of sovereign immunity extends to and includes such arbitration. To initiate binding arbitration of Claims, a Grantee shall notify the respective Grantors in writing. Arbitration will proceed under the commercial arbitration rules of the AAA, except as provided below. The arbitration will be conducted before a panel of three arbitrators (collectively, the "Arbitrator"), each of whom must be an attorney admitted to practice and in good standing before the highest court of a state and who is experienced in advising clients in connection with commercial borrowings or the issuance of debt securities. The Grantors shall choose one arbitrator and the Grantees shall choose the second arbitrator, which two arbitrators shall choose the third arbitrator. Any party to the arbitration shall be permitted to engage in any discovery permitted under the rules of the AAA, but all discovery must be completed within 90 days after commencement of the arbitration process. The Arbitrator must render an award in writing within 45 days of the completion of the hearing. No Arbitrator shall have the power to award punitive damages. Proceedings to enter judgment upon, enforce, modify or vacate any award or interim injunctive relief may be commenced in (x) the New York Courts; (y) any other federal or state court, and all courts to which any appeal therefrom may be available; or (z) if none of the foregoing courts shall have or accept jurisdiction, any court of the Tribe, but only in conformity with Sections 4 and 5. An arbitration award shall not be subject to review or modification by a court for any reason other than the circumstances described in 9 U.S.C. §§ 10 and 11, and in the event the arbitration award is enforced in a Tribal Forum, the circumstances described in the Arbitration Law. Notwithstanding the foregoing, if any foregoing court should determine that a Claim is not a proper subject for arbitration, then suit in any of the foregoing courts with respect to such issue or matter is allowed.

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- (b) <u>Injunctive Relief</u>. Any party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the dispute resolution proceedings.
- (c) <u>Confidentiality</u>. None of the parties nor the Arbitrator may disclose the existence or results of any arbitration hereunder, which shall be considered confidential to the parties, except:
  - (i) with the express prior written consent of the other parties, which consent shall not be unreasonably withheld;
  - (ii) as required by applicable law, the rules of any relevant stock exchange or requirement of a Grantee, by order or decree of a court or other Governmental Authority having jurisdiction over such party, or in connection with such party's enforcement of any rights it may have at law or in equity;
  - (iii) on a "need to know" basis to Persons within or outside such party's organization, such as attorneys, accountants, bankers, financial advisors and other consultants; or
  - (iv) after such information has become publicly available without breach of this Agreement.
- (d) <u>Location of Arbitration</u>. The arbitration shall take place at a location in the City of New York, New York or such other place as the parties may jointly agree.
- (e) <u>Enforcement</u>. The decision of the Arbitrator will be final and binding and enforced with the same force and effect as a decree of a court having competent jurisdiction. For this purpose, should the losing party in any arbitration proceeding pursuant to this Section 7 refuse to abide by the decision of the Arbitrator, the prevailing party may apply to any court described in Section 5 to compel enforcement of the Arbitrator's award resulting from binding arbitration.

#### **SECTION 8. GOVERNING LAW**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE LAWS OF THE STATE OF NEW YORK, OTHER THAN SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW); PROVIDED HOWEVER, THAT IF THE CREATION OR ATTACHMENT OF ANY SECURITY INTEREST IN ANY ITEM OF COLLATERAL IS EXCLUDED FROM THE COVERAGE OF THE NEW YORK COMMERCIAL CODE OR THE SECURITY INTEREST IN ANY ITEM OF COLLATERAL CANNOT BE CREATED OR ATTACHED UNDER THE NEW YORK COMMERCIAL CODE, THEN THE CREATION AND/OR ATTACHMENT OF THE SECURITY INTERESTS IN SUCH COLLATERAL SHALL BE GOVERNED

BY THE UNIFORM COMMERCIAL CODE ADOPTED PURSUANT TO THE SECURED TRANSACTIONS ORDINANCE.

#### **SECTION 9. IGRA Compliance**

Notwithstanding any provision in any Loan Document, or any other right to enforce the provisions of any Loan Document, none of the Collateral Agent nor the other Secured Parties shall engage in any Management Activities, including, but not limited to:

- (a) the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor;
  - (b) any working or 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 the Borrower's operating expenses;

provided, however, that upon the occurrence of a default under this Agreement or a Default or Event of Default, neither the Collateral Agent nor any other Secured Party will be in violation of the foregoing restriction solely because it: (i) 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; (ii) requires that all or any portion of the revenues securing the Loans be applied to satisfy valid terms of the Loan Documents; or (iii) otherwise forecloses on all or any portion of the Collateral securing the Obligations.

Notwithstanding any other possible construction of any provision(s) contained in this Agreement or in any other Loan Document, it is agreed that within the meaning of the IGRA: (a) the Loan Documents, individually and collectively, do not and shall not provide for the management of all or any part of the Gaming Enterprise by any person other than the Borrower or the Tribe or deprive the Borrower or the Tribe of the sole proprietary interest and responsibility for the conduct of the Gaming Enterprise; and (b) none of the Collateral Agent nor the other Secured Parties (or any of their successors, assigns or agents) will exercise any remedy or otherwise take any action under or in connection with any Loan Document in a manner that would constitute management of

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all or any part of the Gaming Enterprise or that would deprive the Borrower or the Tribe of the sole proprietary interest and responsibility for the conduct of the Gaming Enterprise.

# SECTION 10. Section 81 Compliance

For the avoidance of any doubt, it is acknowledged that none of the Loan Documents executed as of the date hereof is intended to grant a Lien on any real property owned by the Borrower or the Tribe or either of theirs agencies or instrumentalities. Notwithstanding any right of the Collateral Agent in any Loan Document, or any requirements or restrictions imposed on the Borrower or the Tribe in any Loan Document, any right, requirement or restriction that "encumbers Indian land" within the meaning of 25 U.S.C. § 81, shall not be effective for longer than six years, 364 days.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

#### **GRANTORS:**

| PCI GAMING AUTHORITY |           |  |  |  |
|----------------------|-----------|--|--|--|
| By: Jim              | Monnieri. |  |  |  |

Name: TIM MANNING Title: CHAIRMAN

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: Donald School

Title: SUP

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# SCHEDULE A to TRADEMARK SECURITY AGREEMENT

# TRADEMARK REGISTRATIONS AND APPLICATIONS

| Mark                             | Owner  | Status     | Reg. Date      | Reg. No.  |
|----------------------------------|--|------------|----------------|-----------|
| SURVIVOR GUY                     | Poarch Band of<br>Creek Indians<br>d/b/a PCI Gaming<br>Authority | Registered | May 4, 2010    | 3,784,811 |
| WIND CREEK CASINO & HOTEL        | Poarch Band of<br>Creek Indians<br>d/b/a PCI Gaming<br>Authority | Registered | June 23, 2009  | 3,643,523 |
| THERE'S SOMETHING<br>IN THE WIND | Poarch Band of<br>Creek Indians<br>d/b/a PCI Gaming              | Registered | June 23, 2009  | 3,643,524 |
| CREEK<br>ENTERTAINMENT           | Poarch Bank of<br>Creek Indians<br>d/b/a PCI Gaming<br>Authority | Registered | June 19, 2012  | 4,161,452 |
| ESCAPE AT WIND<br>CREEK          | Poarch Bank of<br>Creek Indians<br>d/b/a PCI Gaming<br>Authority | Registered | June, 19, 2012 | 4,161,444 |

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**RECORDED: 12/16/2013** 

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