

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312145

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MUSCOGEE (CREEK) NATION		07/02/2014	Federally Recognized Indian Tribe:
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	601 108th Avenue NE, 3rd Floor		
Internal Address:	Attention: Ben Rechkemmer		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3628718	RIVER SPIRIT	
Registration Number:	3623960	SCOREBOARD	
Registration Number:	3779076	VISIONS BUFFET	
Registration Number:	4194792	ONE FIRE CASINO	
CORRESPONDENCE DATA			
Fax Number:	9185868313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(918) 586-5712		
Email:	cwilson@cwlaw.com		
Correspondent Name:	Christopher R. Wilson		
Address Line 1:	4000 One Williams Center		
Address Line 4:	Tulsa, OKLAHOMA 74172		
NAME OF SUBMITTER:	Christopher R. Wilson		
SIGNATURE:	/Christopher R. Wilson/		
DATE SIGNED:	07/29/2014		
Total Attachments: 6			
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of July 2, 2014, is executed by THE MUSCOGEE (CREEK) NATION, a federally recognized Indian tribe (the "Grantor"), in favor of KEYBANK NATIONAL ASSOCIATION, as 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 of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, the Lenders and the Administrative Agent, the Lenders have agreed to lend certain funds 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 Schedule 1 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 the Administrative Agent have entered into a Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to the Administrative Agent 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 the customer lists 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 and adequacy of which are 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 and remedies 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.

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:

KeyBank National Association
Native American Financial Association
Commercial Banking
601 108th Avenue NE, 3rd Floor
Bellevue, WA 98004
Attention: Ben Rechkemmer
Tel. No.: (425) 709-4509
Fax No.: (216) 357-6963

Notwithstanding any provision in any Loan Document, neither the Administrative Agent nor any of the Lenders shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Grantor's gaming operations (collectively, "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 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 Grantor's operating expenses;

provided, however, that neither the Administrative Agent nor any Lender will be in violation of the foregoing restriction solely because the Administrative Agent or such Lender:

(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; or


(ii) requires that all or any portion of the revenues securing the Loans (as defined in the Loan Agreement) and other Secured Obligations be applied to satisfy valid terms of the Loan Documents; or

(iii) otherwise forecloses on all or any portion of the property securing the Loans and other Secured Obligations.

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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.

THE MUSCOGEE (CREEK) NATION

By: 
Name: George Tiger
Title: Principal Chief

SIGNATURE PAGE TO
GRANT OF SECURITY INTEREST
TRADEMARKS


TRADEMARK
REEL: 005331 FRAME: 0696

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
 COUNTY OF Okmulgee)

Before me, the undersigned, a Notary Public, in and for this State, on this 1st day of July, 2014, personally appeared George Tiger, Principal Chief of The Muscogee (Creek) Nation, a federally recognized Indian tribe, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

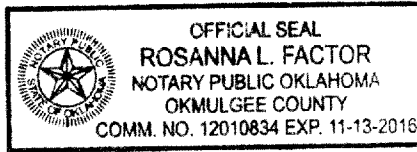
WITNESS my hand and official seal.



 Notary Public

My Commission Expires:

11-30-2016



SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

NAME	COUNTRY	STATUS	REG. NO.	REG. DATE
RIVER SPIRIT	United States	Registered	3628718	2009-05-26
SCOREBOARD	United States	Registered	3623960	2009-05-19
VISIONS BUFFET	United States	Registered	3779076	2010-04-20
ONE FIRE CASINO	United States	Registered	4194792	2012-08-21

Schedule 1