

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Graton Economic Development Authority		12/23/2014	unincorporated governmental instrumentality of the Federated Indians of Graton Rancheria, a federally recognized Indian tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	901 Main Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4539349	GRATON RESORT & CASINO	
Registration Number:	4552679	GRATON RESORT & CASINO	
Serial Number:	86361785	630 PARK	
Serial Number:	86361793	G BAR	
Serial Number:	86321955	GRATON RESORT & CASINO	
Serial Number:	86321944	GRATON RESORT & CASINO	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042541-0033		
NAME OF SUBMITTER:	Rhonda DeLeon		

OP \$165.00 4539349

SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	01/28/2015
Total Attachments: 13 source=Graton - IP Security Agreement (for filing) EXECUTED#page1.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page2.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page3.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page4.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page5.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page6.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page7.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page8.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page9.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page10.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page11.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page12.tif source=Graton - IP Security Agreement (for filing) EXECUTED#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 23, 2014 (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by EACH OF THE SIGNATORIES HERETO (collectively, the “**Grantors**”) in favor of BANK OF AMERICA, N.A. (as successor in interest to Wells Fargo Bank, National Association), as Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

WHEREAS, reference is made to that certain Revolving Credit and Term Loan Agreement, dated as of December 23, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the Graton Economic Development Authority (the “**Authority**”), an unincorporated governmental instrumentality of the Tribe (as defined below), the Federated Indians of Graton Rancheria, a federally recognized Indian tribe (the “**Tribe**”), the Lenders from time to time party thereto, Bank of America, N.A., as administrative agent (together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the other parties named therein;

WHEREAS, the Authority has issued certain senior secured notes (together with all other notes, including exchange notes, issued from time to time under the Indenture referred to below, the “**Notes**”) pursuant to that certain Indenture (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), dated as of August 22, 2012, by and among the Authority, the Tribe, the guarantors party thereto, and U.S. Bank National Association, as the trustee (together with its successors and assigns in such capacity, the “**Trustee**”);

WHEREAS, reference is made to that certain Intercreditor Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), dated as of August 22, 2012, by and among the Collateral Agent, the Administrative Agent, the Trustee and the other parties thereto from time to time;

WHEREAS, the Grantors have executed and delivered that certain Security Agreement, dated as of August 22, 2012, in favor of the Collateral Agent for the ratable benefit of the Secured Parties, as amended by that certain Collateral Agency Assignment and Amendment Agreement, dated as of December 23, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed to execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record or perfect the Collateral Agent’s interest in any part of such Intellectual Property; and

WHEREAS, the Grantors have agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

SECTION 1. GRANT OF SECURITY. Each Grantor hereby assigns as collateral security to the Collateral Agent (for the ratable benefit of the Secured Parties), and hereby grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a security interest in and continuing lien on all of such Grantor's rights, priorities and privileges in, to and under intellectual property, whether arising under United States, Tribe, state, multinational or foreign laws or otherwise, including, without limitation all of such Grantor's right, title and interest in, to and under the following (the "**Intellectual Property Collateral**"), for the prompt and complete payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States, Tribe and foreign trademarks, trade names, 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, all registrations and applications for any of the foregoing including, but not limited to: (a) the registrations and applications referred to in Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Trademarks**");

1.2 Trademark Licenses. Any and all agreements providing for the granting of any right in or to Trademarks (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, the "**Trademark Licenses**");

1.3 Patents. All United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and proceeds of suit arising therefrom; and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "**Patents**");

1.4 Patent Licenses. Any and all agreements providing for the granting of any right in or to Patents (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, the "**Patent Licenses**");

1.5 Copyrights. All United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights to sue for past, present and future infringements thereof; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “**Copyrights**”);

1.6 Copyright Licenses. Any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, the “**Copyright Licenses**”);

1.7 Trade Secrets. All trade secrets and all other confidential or proprietary information and know-how whether or not the trade secrets have been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the trade secrets, including but not limited to: (a) the right to sue for past, present and future misappropriation or other violation of any trade secret, and (b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trade Secrets**”);

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, the “**Trade Secret Licenses**”); and

1.9 Proceeds. Any and all Proceeds of any Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses, Trade Secrets, Trade Secret Licenses, and any and all Proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. CONFLICT PROVISION. This Agreement has been entered into in conjunction with the provisions of the Security 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, all terms and provisions of which are

incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. INDIAN LAW PROVISIONS

5.1 Management Activities. Notwithstanding any provision in any Finance Document, or any other right to enforce the provisions of any Finance Document, none of the Collateral Agent or the other Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Gaming Business (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 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 Authority's operating expenses;

provided, however, that upon the occurrence of a default under this Agreement or a Default (as defined in the Intercreditor Agreement) or Event of Default, the Collateral Agent will not be in violation of the foregoing restriction solely because it: (i) enforces compliance with any term in any Finance 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 Secured Obligations (as defined in the Intercreditor Agreement) be applied to satisfy valid terms of the Finance Documents; or (iii) otherwise forecloses on all or any portion of the Intellectual Property Collateral securing the Secured Obligations.

Notwithstanding any other possible construction of any provision(s) contained in this Agreement or in any other Finance Document, it is agreed that within the meaning of IGRA: (a) the Finance Documents, individually and collectively, do not and shall not provide for the management of all or any part of the gaming business by any person other than the Authority or the Tribe or deprive the Authority or the Tribe of the sole proprietary interest and responsibility for the conduct of the Gaming Business; and (b) none of the Collateral Agent or 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 Finance Document in a manner that

would constitute management of all or any part of the Gaming Business or that would deprive the Authority or the Tribe of the sole proprietary interest and responsibility for the conduct of the Gaming Business.

5.2 Section 81 Compliance. For the avoidance of any doubt, it is acknowledged that none of the Finance Documents executed on the Closing Date is intended to grant or grants a Lien on any real property owned by the Grantors or the Tribe or any agencies or instrumentalities of the Tribe, and no interpretation shall be given to any Finance Document which would have the effect of such an encumbrance. Notwithstanding any right of the Collateral Agent in this Agreement, or in any Finance Document, or any requirements or restrictions imposed on the Tribe or the Grantors in any Finance 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.

5.3 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO 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 INTELLECTUAL PROPERTY COLLATERAL IS EXCLUDED FROM THE COVERAGE OF THE NEW YORK COMMERCIAL CODE OR THE SECURITY INTEREST IN ANY ITEM OF INTELLECTUAL PROPERTY COLLATERAL CANNOT BE CREATED OR ATTACHED UNDER THE NEW YORK COMMERCIAL CODE, THEN THE CREATION AND/OR ATTACHMENT OF THE SECURITY INTERESTS IN SUCH INTELLECTUAL PROPERTY COLLATERAL SHALL BE GOVERNED BY THE SECURED TRANSACTIONS STATUTE.

5.4 Waiver of Sovereign Immunity.

(a) Waiver of Sovereign Immunity. Each of the Tribe, the Authority and the other Grantors (each a "**Tribal Party**"), and with respect to the Authority, in conformity with Section 10.2(c) of the Authority Statute, hereby expressly, unequivocally and irrevocably waives its respective sovereign immunity (and any defense based thereon) from any suit, action, arbitration or other legal proceedings or from any legal process, in each case of any nature whether such action be brought in law or equity, arising in contract, tort or statute (inclusive of claims and counterclaims, actions for equitable or provisional relief and to compel arbitration, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) (an "Action") and, further, waives any sovereign immunity from any judgment or order related thereto, provided that:

(i) the Action is brought by the Collateral Agent, any Secured Party or any of their respective successors in interest or assigns or any other person who is entitled to the benefits of the Finance Documents (including without limitation the indemnitees referred to in Section 9.05 of the Credit Agreement) (collectively the "**Grantees**");

(ii) the Action shall be commenced on or after the Closing Date and prior to the date which is the later of (A) the tenth (10th) anniversary of the Scheduled Term A Maturity Date and (B) the date on which all Secured Obligations are Discharged; provided, however, that notwithstanding anything to the contrary, such waiver shall remain effective for any proceeding then pending, all appeals therefrom and during the enforcement of any judgments resulting therefrom;

(iii) the Action (A) arises under any Finance Document or any Tribal Party's obligations thereunder, including, without limitation, any Action to interpret or enforce or otherwise seek or obtain relief with respect to the provisions of the Finance Documents or otherwise in connection therewith, in connection with the obligations of any Tribal Party thereunder or in connection with the transactions contemplated thereby, whether such rights arise in law or equity, (B) is to enforce and execute any order, judgment or ruling resulting from such an Action or arbitration award or (C) is to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. § 1301 et seq.;

(iv) the Action may seek all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief, but in any event shall not include a claim for punitive or consequential damages; and

(v) any order, judgment, ruling or other remedies related to an Action shall be enforceable only against the assets described under Section 5.4(b).

(b) The Secured Obligations of the Grantors are general obligations of the Grantors. The obligations of the Tribe are limited recourse obligations enforceable solely against the assets described below. The Collateral Agent and the other Secured Parties shall have recourse against the Grantors, the Tribe and their affiliates with respect to the obligations of the Grantors and the Tribe under the Finance Documents only to the Recourse Assets; provided, however, that upon the occurrence and during the continuance of an Event of Default resulting from or related to any of the Tribal Provisions or Section 4.32 of the Indenture, the obligations of the Grantors and the Tribe will also be enforceable against all other assets of the Tribe, other than Protected Assets.

5.5 Consents to Jurisdiction; Waivers of Venue; Exhaustion; Service of Process.

(a) Consent to Jurisdiction. Subject to the foregoing limitations on each Tribal Party's waiver of sovereign immunity, each of the Tribal Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court, Southern District of New York, and any appellate court to which any appeals therefrom are available (collectively, the "**New York Federal Courts**") and the courts of the State of New York sitting in the City of New York, County of New York, and any appellate court to which any appeals therefrom are available (collectively, the "**New York State Courts**") and the United States District Court, Northern District of California, and any appellate court to which any appeals therefrom are available (collectively, the "**California Federal Courts**" and, together with the New York Federal Courts, the "**Federal Courts**") and the courts of the State of California and any appellate court to which any appeals therefrom are available (collectively, the

“California State Courts”), or if none of the foregoing courts accepts jurisdiction over an Action, then the tribal courts or judicial forums of the Tribe (collectively with the Federal Courts, the New York State Courts and the California State Courts, the “Consented Courts”) and each of the Tribal Parties irrevocably and unconditionally agrees that all claims in respect of any Action shall be heard and determined in such Consented Court as set forth herein and agrees to be bound by the decisions of any such court. Notwithstanding the foregoing, each of the Tribal Parties agrees that any final judgment, arbitration award or order in any such actions or proceedings shall be conclusive and may be enforced by any court of any other jurisdiction, including, without limitation, the tribal courts or judicial forums of the Tribe, and that any government or other governmental authorities who have the right and duty under applicable law may take any and all action authorized or ordered by any such court, including without limitation, entering the real property of any Tribal Party in giving effect to any judgment entered. In addition, with respect to any Collateral, the Tribal Parties agree that the Collateral Agent or any Secured Party may also enforce its rights and remedies with respect to the Collateral (whether judicially or non-judicially) in any jurisdiction in which such Collateral or any Tribal Party is located.

(b) Waiver of Venue. Each Tribal Party hereby irrevocably and unconditionally 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 Action arising out of or relating to any Finance Document or the transactions contemplated thereunder in any Federal Court, New York State Court or California State Court. Each of the Tribal Parties irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such Action in any such court.

(c) Tribal Exhaustion/Tribal Court Actions. Each of the Tribal Parties hereby expressly, unconditionally and irrevocably waives, to the fullest extent it may legally and effectively do so, any right such Tribal Party may otherwise have to require that any Action be considered or heard in any court (other than as set forth in Section 5.5(a)), including without limitation considered or heard first in any tribal court or dispute resolution forum of the Tribe, now or hereafter existing, whether because of the doctrine of exhaustion of tribal remedies or as a matter of comity or abstention, and will agree not to commence any such Action in any tribal court or dispute resolution forum of the Tribe without the consent of the other parties to such Action.

(d) Service of Process. Each Tribal Party hereby irrevocably consents to service of process in the manner provided for notices in any Finance Document, provided that nothing in any Finance Document will affect the right of any party thereto to serve process in any other manner permitted by law. In addition to and without limiting the generality of the foregoing, each of the Tribe and the Authority consent and agree that process against such Person shall also be effective if served (A) on the chairperson of such Person, or (B) by sending two copies of the process by registered or certified mail addressed to the “General Counsel” of such Person, at the address set forth on Section 9.01 of the Credit Agreement.

(e) Secured Parties/Indemnitees. The waivers and consents described in Sections 5.4 through 5.7 shall inure to the benefit of the Collateral Agent, the Secured Parties and each other person who is entitled to the benefits of the Finance Documents (including

without limitation the indemnitees described in the Credit Agreement or the Indenture). The Collateral Agent, the Secured Parties 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 (other than punitive or consequential damages). The waivers of sovereign immunity and consents to jurisdiction contained in Section 5.4 and this Section 5.5 are irrevocable.

(f) Foreclosure Procedures. Each of the Tribal Parties expressly agrees that for judgments, decrees, orders, warrants, subpoenas, records or other judicial acts resulting from any Action authorized hereunder, including without limitation a foreclosure judgment, a tribal police officer or tribal law enforcement official or other licensed peace officer acting pursuant to tribal authority (each, a “**Tribal Officer**”) is authorized to execute such judgment, decree, order, warrant, subpoena, record or other judicial act. In the case of any such foreclosure order or judgment, after delivery of such order or judgment by a Tribal Officer, such Tribal Officer shall proceed to enter upon any property of any Tribal Party to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

(g) California Judicial Reference. If any Action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement or any other Finance Document, (i) the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such Action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a “provisional remedy” as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court, and (ii) without limiting the generality of Section 9.05 of the Credit Agreement, the Authority shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

(h) Miscellaneous. Notwithstanding any of the foregoing, nothing in the Finance Documents will limit the ability of the Collateral Agent, any Secured Party or their respective successors and assigns, to move to compel arbitration or move to stay or dismiss a lawsuit in favor of arbitration, and each Tribal Party’s waiver of sovereign immunity will expressly extend to such actions. Each of the Tribal Parties hereby agrees that its limited waiver of sovereign immunity and other waivers described in Sections 5.4 or 5.5 are irrevocable and agrees not to revoke or further limit, in whole or in part, its limited waiver of sovereign immunity or the waivers described in these sections or in any way attempt to revoke or further limit, in whole or in part, such limited waiver of sovereign immunity. In the event that any of the Tribal Parties (i) revokes, further limits or attempts to revoke or further limit the limited waiver of sovereign immunity described in Sections 5.4 or 5.5, (ii) takes any action which is inconsistent with the waivers described in Sections 5.4 or 5.5 or (iii) fails to submit to the jurisdiction of the courts as described in Sections 5.4 or 5.5, each of the Tribal Parties hereby consent to the entry of appropriate injunctive relief.

5.6 Waiver of Jury Trial. Each of the Tribal Parties 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 Finance

Document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each Grantor and the Tribe (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 Finance Documents by, among other things, the mutual waivers and certifications in this Section 5.6.

5.7 Arbitration.

(a) Invocation of Arbitration. At the option of the Collateral Agent, any controversy or claim between or among the parties to this Agreement, whether arising in contract, tort or statute, including controversies and claims that arise out of or relate to this Agreement (including any renewals, extensions or modifications) or any other Finance Document shall be resolved by binding arbitration in New York, New York. For purposes of this Section 5.7 only, the term “Collateral Agent” shall also include any parent corporation, subsidiary or affiliate of such Person, involved in the servicing, management or administration of the Intellectual Property Collateral or any obligation described or evidenced by this Agreement. The arbitration shall be conducted in accordance with the procedural rules of the Federal Arbitration Act (Title 9, U.S. Code) and the regulations promulgated thereunder, notwithstanding any choice of law provision in this Agreement or any other Finance Document, and under the rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof (“AAA”); provided, however, that the arbitration shall be heard and determined by a panel of three arbitrators. Any party to this Agreement claiming the neglect or refusal of another party to proceed with an arbitration hereunder may make application to any court of competent jurisdiction as set forth in Section 5.5(a) for an order directing the parties to proceed with the arbitration in compliance with this Section 5.7. In the event such an action to compel arbitration is commenced in the courts of the Tribe, the court shall order the parties to arbitration in accordance with the provisions of this Section 5.7 and the question of whether an obligation to arbitrate the dispute at issue exists shall be decided by the arbitrator(s).

(b) Confirmation and Enforcement of Arbitration Award. The arbitrator(s) shall give effect to statutes of limitation in determining any claim. At any time within one year after an arbitration award has been rendered and the parties thereto notified thereof, any party to the arbitration may make application to any court of competent jurisdiction as set forth in Section 5.5(a) for an order confirming the award. An arbitration award shall not be subject to review or modification by a court for any reason other than in the circumstances described in 9 U.S.C. §§ 9, 10 and 11. The judgment confirming an award shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in a court of competent jurisdiction as set forth in Section 5.5(a). When the award requires the performance of any other act than the payment of money, the court shall direct the enforcement thereof in the manner provided by law.

(c) Provisional Remedies. No provision of this Section 5.7 shall limit the right of any party to (A) exercise self-help remedies, (B) initiate judicial or non-judicial foreclosure against any collateral, (C) exercise any judicial or power of sale rights, or (D) act in a

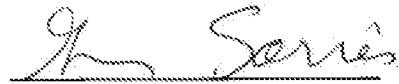
court of competent jurisdiction as set forth in Section 5.5(a) to obtain an interim remedy, such as but not limited to, injunctive relief or writ of possession, or additional or supplemental remedies, in each case before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of the Collateral Agent to resort to arbitration.

5.8 Tribe's Execution of Agreement. By executing this Agreement, the Tribe acknowledges and confirms that this Agreement is a contract or agreement to which the Tribe is a party within the meaning of Article VII, Section 3 of the Constitution and therefore is not subject to initiative or referendum by the General Council. The Tribe approves, ratifies and confirms its terms and agrees to not take any action to abrogate, void, cancel or rescind the obligations of any Tribal Party party hereto (including not taking any such action under Article III, Section 1(B)(4), (5) or (10) or Article III, Section 2(E) of the Constitution), unilaterally amend or modify this Agreement or take any other action that would impair the obligations of any Tribal Party hereto. For the avoidance of doubt, this Agreement is a Loan Document subject to the Tribal Provisions of the Credit Agreement, including without limitation Section 6.20 thereof, and is a Notes Document subject to Section 4.32 of the Indenture.

[SIGNATURE PAGES FOLLOW]

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

GRATON ECONOMIC DEVELOPMENT AUTHORITY

By: 
Name: Greg Sarris
Title: President of the Board of Directors

FEDERATED INDIANS OF GRATON RANCHERIA

By: 
Name: Greg Sarris
Title: Tribal Chair

Acknowledged and Agreed:

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

By:

Dehbyre D. Rosse

Name:

Dehbyre D. Rosse

Title:

Assistant Vice President

[Signature Page to Intellectual Property Security Agreement]

Schedule 1 to Intellectual Property Security Agreement

Copyrights

None.

Copyright Licenses

None.

Patents

None.

Patent Licenses

None.

Trademarks

Graton Economic Development Authority

GRATON RESORT & CASINO (and Design)

Reg. No. 4,539,349

GRATON RESORT & CASINO (and Design)

Reg. No. 4,552,679

630 PARK

Appl. No. 86/361,785

G BAR (and Design)

Appl. No.. 86/361,793

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