

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pechanga Development Corporation		12/10/2015	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	333 S. Grand Avenue
<b>Internal Address:</b>	Suite 1000, 10th Floor
<b>City:</b>	Los Angeles
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90071
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	4545045	
Registration Number:	3205481	ACORNS
Registration Number:	3186541	AGAVE MEXICAN DELIGHTS
Registration Number:	3274488	AMERICAN CLASSICS
Registration Number:	3205484	BAR
Registration Number:	3198456	BLAZING NOODLES
Registration Number:	3205482	CAFFÉ COCOA FINE COFFEES & CHOCOLATES
Registration Number:	3212745	EAGLE'S NEST
Registration Number:	4842188	EASYDINE
Registration Number:	4746681	EASYPLAY
Registration Number:	3538031	EASY PLAY CREDITS
Registration Number:	3192731	GREAT OAK
Registration Number:	3253155	ITALIAN PAISANO'S
Registration Number:	3205479	LITTLE WOK
Registration Number:	3826060	PIONEERING SUCCESS THROUGH INNOVATION
Registration Number:	3205480	PRONTO ITALIANO
Registration Number:	3826059	PTSG
Registration Number:	3822838	PTSG

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3244111	SEAFOOD GROTTTO
Registration Number:	4534790	SLOTMOD0
Registration Number:	3981169	SLOT WARS
Registration Number:	3198459	THE CABARET
Registration Number:	4586101	UMI SUSHI AND OYSTER BAR

**CORRESPONDENCE DATA**

Fax Number: 9495676710

*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.*

Phone: 9495676700

Email: ipprosecution@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe

Address Line 1: 2050 Main St.

Address Line 2: Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614

<b>ATTORNEY DOCKET NUMBER:</b>	1696.347 PECHANGASECURITY
<b>NAME OF SUBMITTER:</b>	Marley Weddington/ VHS
<b>SIGNATURE:</b>	/Marley Weddington/
<b>DATE SIGNED:</b>	12/11/2015

**Total Attachments: 6**

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- source=Grant of Security Agreement - PDC - Pechanga (2015)#page2.tif
- source=Grant of Security Agreement - PDC - Pechanga (2015)#page3.tif
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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 10, 2015, is executed by PECHANGA DEVELOPMENT CORPORATION (the "Grantor"), a corporation formed under the laws of The Temecula Band of Luiseño Mission Indians (the "Tribe"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as the Administrative Agent (in such capacity, the "Administrative Agent") for the financial institutions which are from time to time parties to the Loan Agreement referred to in Recital A below (collectively, the "Lenders").

A. Pursuant to that certain Second Amended and Restated Loan Agreement, dated as of December 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Tribe, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Tribe upon the terms and subject to the conditions set forth therein.

B. In connection with the Loan Agreement, the Grantor has executed that certain Guaranty Agreement, dated as of December 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement").

C. The Grantor has adopted, used and is using the registered trademarks, and has submitted applications for registration and intends to use all other trademarks, all as more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

D. The Grantor and other entities party thereto from time to time have entered into a Second Amended and Restated Security Agreement, dated as of December 10, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent.

E. Pursuant to the Security Agreement, 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 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 prompt payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights 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 and the Guaranty Agreement generally applicable to Loan Documents are applicable hereto and incorporated herein by this reference and this Grant of Security Interest shall be interpreted, construed and enforced as if all such provisions were set forth in full in this Grant of Security Interest.

The Administrative Agent's address is:

Wells Fargo Bank, National Association  
MAC E2064-109  
333 S. Grand Avenue  
Suite 1000, 10<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: Donald L. Schubert  
Telephone: (213) 253-7309  
Fax: (213) 425-7307

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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.

PECHANGA DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Name: Joseph K. Murphy  
Title: President

Signature Page to Grant of Security Interest (Trademarks) -- Pechanga 2015  
(PDC)

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Name	Mark	Reg. Date	Reg. No.
Pechanga Development Corporation		06-03-2014	4545045
Pechanga Development Corporation	Acorns	02-06-2007	3205481
Pechanga Development Corporation	Agave Mexican Delights and Design	12-19-2006	3186541
Pechanga Development Corporation	American Classics (Stylized) Design	08-07-2007	3274488
Pechanga Development Corporation	Bar (Stylized) and Design	02-06-2007	3205484
Pechanga Development Corporation	Blazing Noodles	01-16-2007	3198456
Pechanga Development Corporation	Caffe Cocoa Fine Coffees & Chocolates (Stylized) and Design	02-06-2007	3205482
Pechanga Development Corporation	Eagle's Nest	02-27-2007	3212745
Pechanga Development Corporation	EasyDine	10-27-2015	4842188
Pechanga Development Corporation	EasyPlay	06-02-2015	4746681
Pechanga Development Corporation	Easy Play Credits (stylized/and/or w/design)	11-25-2008	3538031
Pechanga Development Corporation	Great Oak	01-02-2007	3192731
Pechanga Development Corporation	Italian Paisano's (Stylized)	06-19-2007	3253155
Pechanga Development Corporation	Little Wok	02-06-2007	3205479
Pechanga Development Corporation	Pioneering Success Through Innovation	07-27-2010	3826060
Pechanga Development Corporation	Pronto Italiano	02-06-2007	3205480
Pechanga Development Corporation	PTSG	07-27-2010	3826059
Pechanga Development Corporation	PTSG and Design	07-20-2010	3822838

Pechanga Development Corporation	Seafood Grotto	05-22-2007	3244111
Pechanga Development Corporation	Slotmodo	05-20-2014	4534790
Pechanga Development Corporation	Slot Wars	06-20-2011	3981169
Pechanga Development Corporation	The Cabaret (Stylized)	01-16-2007	3198459
Pechanga Development Corporation	Umi Sushi and Oyster Bar	08-12-2014	4586101

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.