

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365554

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Temecula Band of Luiseno Mission Indians		12/10/2015	Indian Tribe:
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3221965	BUFFET	
<b>Registration Number:</b>	3667222	JOURNEY AT PECHANGA	
<b>Registration Number:</b>	3599203	JOURNEY AT PECHANGA	
<b>Registration Number:</b>	3807678	JOURNEY'S END AT PECHANGA	
<b>Registration Number:</b>	3192746	PECHANGA CAFE	
<b>Registration Number:</b>	4462821	PECHANGA RESORT CASINO	
<b>Serial Number:</b>	86561218	JOURNEY AT PECHANGA	
<b>Serial Number:</b>	86561195	JOURNEY AT PECHANGA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>			
<b>Phone:</b>	9495676700		
<b>Email:</b>	ipprosecution@orrick.com		
<b>Correspondent Name:</b>	Orrick, Herrington & Sutcliffe		
<b>Address Line 1:</b>	2050 Main St.		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		

CH \$215.00 3221965

<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: 5**

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 10, 2015, is executed by THE TEMECULA BAND OF LUISEÑO MISSION INDIANS (Sometimes referred to as the Pechanga Band of Mission Indians and federally recognized as the Pechanga Band of Luiseño Mission Indians of the Pechanga Reservation, California), a federally recognized Indian tribe (the "Grantor"), 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 Grantor, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. 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").

C. 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.

D. 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 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.

THE TEMECULA BAND OF LUISEÑO  
MISSION INDIANS (sometimes referred to as the  
Pechanga Band of Mission Indians and federally  
recognized as the Pechanga Band of Luiseño  
Mission Indians of the Pechanga Reservation,  
California)

By:  \_\_\_\_\_

Name: Mark Macarro

Title: Tribal Chairman

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Name	Mark	Reg. Date	Reg. No.
Pechanga Band of Luiseno Mission Indians	Buffet (Stylized)	03-27-2007	3221965
Pechanga Band of Luiseno Mission Indians	Journey at Pechanga	08-11-2009	3667222
Pechanga Band of Luiseno Mission Indians	Journey at Pechanga	03-31-2009	3599203
Pechanga Band of Luiseno Mission Indians	Journey's End at Pechanga	06-22-2010	3807678
Pechanga Band of Luiseno Mission Indians	Pechanga Cafe	01-02-2007	3192746
Pechanga Band of Luiseno Mission Indians	Pechanga Resort and Casino	01-07-2014	4462821

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

Name	Mark	Application Date	Serial No.
Pechanga Band of Luiseno Mission Indians	Journey at Pechanga	03-11-2015	86561218
Pechanga Band of Luiseno Mission Indians	Journey at Pechanga	03-11-2015	86561195