

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402086

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mohegan Tribal Gaming Authority		10/14/2016	a governmental instrumentality of The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation: UNITED STATES
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A., as Administrative Agent		
Street Address:	90 State House Square		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2287742		
Registration Number:	2285228	A LEGENDARY GAMING EXPERIENCE	
Registration Number:	3239672	A WORLD AT PLAY	
Registration Number:	3544082	CASINO OF THE WIND	
Registration Number:	2345606	HOT SUMMER FUN AT MOHEGAN SUN	
Registration Number:	2364210	MOHEGAN SUN	
Registration Number:	2409842	MOHEGAN SUN	
Registration Number:	2199416	MOHEGAN SUN	
Registration Number:	4832016	MOHEGAN SUN POCONO	
Registration Number:	4428965	MOHEGAN SUN POKER	
Registration Number:	4723967	MOMENTUM	
Registration Number:	4428966	MSP	
Registration Number:	4214098	POWERPLAY BONUSING. PLAY BEYOND THE EXPE	
Registration Number:	2348698	SWIPE & WIN	

OP \$365.00 2287742

CORRESPONDENCE DATA**Fax Number:** 2138918763*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.***Email:** rhonda.deleon@lw.com**Correspondent Name:** Latham & Watkins LLP**Address Line 1:** 355 South Grand Avenue**Address Line 4:** Los Angeles, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	057367-0005
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	10/14/2016

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 14, 2016 (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the “Intellectual Property Security Agreement”), is made by Mohegan Tribal Gaming Authority (“Borrower”), a governmental instrumentality of The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the “Tribe”), and Downs Racing, L.P., a Pennsylvania limited partnership (“Downs Racing”, and together with Borrower, each a “Grantor” and collectively the “Grantors”) in favor of Citizens Bank, N.A., as the administrative agent (in such capacity, together with its permitted successors and assigns in such capacity, the “Administrative Agent”) for the benefit of the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement of even date herewith, among the Tribe, Borrower, the lenders from time to time party thereto, Citizens Bank, N.A., as Administrative Agent, Bank of America, N.A., as Swingline Lender, and Citizens Bank, N.A., as L/C Issuer (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the “Credit Agreement”), the Lenders are making certain credit facilities available to Borrower.

WHEREAS, the Loan Parties may from time to time enter into Secured Cash Management Agreements and Secured Hedge Agreements pursuant to which the Secured Parties party thereto will provide financial accommodations to the Loan Parties.

WHEREAS, the Grantors have entered into a Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Administrative Agent for the benefit of the Secured Parties, and have agreed to deliver to the Secured Parties all such instruments and documents as shall be necessary or desirable to fully perfect, when filed and/or recorded, and to ensure the first priority status of, the Secured Parties’ security interests in the Collateral.

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

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. Grant of Security. For valuable consideration, each Grantor hereby assigns and pledges to Administrative Agent, for the benefit of the Secured Parties, and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in, to and under, all presently existing and hereafter acquired trademarks (including any applications therefor), service marks, patents, licenses, copyrights (including any applications therefor) and intellectual property, including without

limitation the intellectual property set forth on Schedule I attached hereto, whether arising under United States, tribal, state, multinational or foreign laws or otherwise, and including all renewals, reissues, continuations, reexaminations, extensions, income, royalties, damages, payments, products and proceeds thereof and all rights to sue for past, present and future infringements thereof (collectively, the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of such Grantors’ Secured Obligations. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets.

SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Counterparts delivered electronically (e.g., “pdf” by email) shall be deemed to be original counterparts for all purposes.

SECTION 5. Loan Document. This Intellectual Property Security Agreement is one of the Loan Documents referred to in the Credit Agreement.

SECTION 6. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Credit 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 and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement or the Credit Agreement, the provisions of the Security Agreement or the Credit Agreement shall govern.

SECTION 7. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the Law of the State of New York, without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York (other than any mandatory provisions of the Uniform Commercial Code of the State of New York relating to the Law governing perfection and the effect of perfection of the security interests granted under this Intellectual Property Security Agreement), provided however, that if and only to the extent that any security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to this Intellectual Property Security Agreement shall be deemed exempt from the provisions of Article 9 of the Uniform Commercial Code of the State of New York by virtue of any Grantor being a governmental entity, then such security interest shall be governed by the corresponding provisions of Article 9 of the Tribe’s Uniform Commercial Code, as adopted by the UCC Ordinance. Each Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Intellectual Property Security Agreement, and to the application of New York civil law to the procedural aspects of any suit, action or

proceeding relating thereto, including but not limited to legal process, execution of judgments and other legal remedies, except for any procedural matters governed by or relating to the conduct of arbitration under Section 8. This Intellectual Property Security Agreement is a “Contract of the Tribal Gaming Authority” within the meaning of Section 1 of Article XIII (entitled “Tribal Gaming Authority Amendment”) of the Constitution.

SECTION 8. Arbitration Reference.

(a) Mandatory Arbitration. Subject to clause (c) below, at the option of the Administrative Agent (exercised in accordance with consent of the Required Lenders), Borrower, any of its Restricted Subsidiaries that are Tribal Entities or, to the extent it is a party to any such controversy or claim, the Tribe, any controversy or claim between or among the parties arising out of or relating to this Intellectual Property Security Agreement or any agreements or instruments relating hereto or delivered in connection herewith and any claim based on or arising from an alleged tort in connection herewith (each, a “Claim”), shall be determined by arbitration. The arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Intellectual Property Security Agreement, and under the Commercial Rules of the American Arbitration Association (“AAA”). The arbitrators shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrators. Judgment upon the arbitration award may be entered in any court having jurisdiction and each of the Grantors consents to the jurisdiction of the state and federal courts located in any jurisdiction in which are located assets against which such judgment is sought to be enforced. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(b) Provisional Remedies, Self-Help and Foreclosure. No provision of this Section shall limit the right of any party to this Intellectual Property Security Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property collateral or security or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of any party to resort to arbitration or reference. At the Required Lenders’ option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

(c) Limitation.

(i) This Section shall not be construed to require arbitration by the Secured Parties of any disputes which now exist or hereafter arise amongst themselves which do not involve the Tribe, the Borrower or any of the Restricted Subsidiaries and are not related to this Intellectual Property Security Agreement.

(ii) Notwithstanding anything to the contrary in this Intellectual Property Security Agreement or any Loan Document, a Claim may only be submitted to or otherwise determined by arbitration pursuant to clause (a) or otherwise if, and only if, each of the

courts described in Section 10(b)(I) and 10(b)(II) lack or decline jurisdiction with respect to such Claim.

(d) Specific Enforcement Representation. Each party to this Intellectual Property Agreement severally represents and warrants to the other parties that this Section 8 is specifically enforceable against such party by the other parties.

SECTION 9. Waiver of Right to Trial By Jury. EACH PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL OR, TO THE EXTENT PROVIDED BY SECTION 8, ARBITRATION, WITHOUT A JURY, AND THAT ANY PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 10. Waiver of Sovereign Immunity; Consent to Jurisdiction.

(a) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES THE SOVEREIGN IMMUNITY OF SUCH GRANTOR (AND ANY DEFENSE BASED THEREON) FROM ANY SUIT, ACTION OR PROCEEDING OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) OR ARBITRATION IN ANY FORUM, WITH RESPECT TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, PROVIDED THAT (1) THE WAIVER CONTAINED IN THIS CLAUSE (a) IS EXPRESSLY LIMITED TO ACTIONS AGAINST ANY GRANTOR AND (2) ANY RECOVERY UPON ANY JUDGMENT RESULTING THEREFROM SHALL BE LIMITED TO RECOVERY AGAINST THE AUTHORITY PROPERTY (OTHER THAN ANY PROTECTED ASSETS), INCLUDING POCONO AND THE REVENUES OF THE GRANTORS AND THEIR RESTRICTED SUBSIDIARIES AND ALL COLLATERAL RELATING THERETO.

(b) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE (SUBJECT TO SECTION 8 AND OTHER THAN WITH RESPECT TO ACTIONS BY ADMINISTRATIVE AGENT OR ANY SECURED PARTY IN RESPECT OF RIGHTS UNDER ANY SECURITY DOCUMENT GOVERNED BY LAWS

OTHER THAN THE LAWS OF THE STATE OF NEW YORK OR WITH RESPECT TO ANY COLLATERAL SUBJECT THERETO) JURISDICTION OF (I) ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, (II) IN THE EVENT THAT THE COURTS DESCRIBED IN CLAUSE (I) ABOVE LACK OR DECLINE JURISDICTION, ANY CONNECTICUT STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN CONNECTICUT, AND ANY APPELLATE COURT FROM ANY THEREOF AND (III) IN THE EVENT THAT THE COURTS DESCRIBED IN CLAUSES (I) AND (II) ABOVE LACK OR DECLINE JURISDICTION, ANY OTHER COURT OF OTHERWISE COMPETENT JURISDICTION, INCLUDING, SUBJECT TO CLAUSE (f) BELOW, ANY TRIBAL COURT, IN EACH CASE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR THE OTHER LOAN DOCUMENTS, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW, AND EACH GRANTOR CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN ANY JURISDICTION IN WHICH ARE LOCATED ASSETS AGAINST WHICH SUCH JUDGMENT IS SOUGHT TO BE ENFORCED. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT ADMINISTRATIVE AGENT OR ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AGAINST THE TRIBE OR BORROWER OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY 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 SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IN ANY COURT DESCRIBED IN CLAUSE (B) ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 12.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS INTELLECTUAL

PROPERTY SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) THE WAIVERS AND CONSENTS DESCRIBED IN THIS SECTION SHALL INURE TO THE BENEFIT OF THE SECURED PARTIES, THEIR SUCCESSORS AND ASSIGNS, AND EACH OTHER PERSON WHO IS ENTITLED TO THE BENEFITS OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE INDEMNITEES REFERRED TO IN SECTION 12.05 OF THE CREDIT AGREEMENT). SUBJECT TO SECTION 12.21 OF THE CREDIT AGREEMENT AND SECTION 11 HEREOF, 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. THE WAIVERS OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION CONTAINED IN THIS SECTION ARE IRREVOCABLE.

(f) EACH GRANTOR AGREES THAT ANY ACTION FOR THE ENTRY OF JUDGMENT ON AND/OR ENFORCEMENT OF AN ARBITRATION AWARD OR COURT ORDER OR JUDGMENT MAY BE BROUGHT IN THE MOHEGAN TRIBAL GAMING DISPUTES COURT. EACH GRANTOR EXPRESSLY WAIVES THE APPLICATION OF THE DOCTRINES OF EXHAUSTION OF TRIBAL REMEDIES AND ANY RIGHT OF COMITY WITH RESPECT TO ANY TRIBAL COURT OR ANY TRIBAL COURT OF APPEALS THE TRIBE MAY NOW OR HEREAFTER MAINTAIN. IN ANY EVENT, NO ACTION MAY BE BROUGHT IN ANY TRIBAL COURT WITHOUT THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT (WITH THE CONSENT OF THE REQUIRED LENDERS).

SECTION 11. Gaming Law Limitations. Notwithstanding any provision in any Loan Document, none of the Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, controlling or managing all or any portion of the Tribe's or Borrower's or any other Tribal Entity's gaming operations that are regulated by IGRA (collectively, "Management Activities"), including (but not limited to) with respect to the following:

- (a) the training, supervision, direction, hiring, firing, retention, or 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 any Tribal Entity's operating expenses;

provided, however, that a Secured Party will not be in violation of the foregoing restriction solely because such Secured Party:

(1) 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;

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

(3) otherwise forecloses on all or any portion of the property securing the Secured Obligations.

SECTION 12. Section 81 Limitation. The parties hereto agree that any right, restriction or obligation contained in this Intellectual Property Security Agreement that "encumbers Indian land" within the meaning of 25 U.S.C. § 81(b) shall not be effective for longer than six years, 364 days unless this Intellectual Property Security Agreement is an agreement or contract described in 25 U.S.C. § 81(c) or bears the approval of the Secretary of the Interior within the meaning of 25 U.S.C. § 81(b).

[signature pages follow]

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

MOHEGAN TRIBAL GAMING AUTHORITY

By: 

Name: Mario C. Kontomerkos

Title: Chief Financial Officer

DOVNS RACING, L.P., a Pennsylvania limited partnership

By: MOHEGAN COMMERCIAL VENTURES
PA, LLC, a Pennsylvania limited liability
company, its General Partner

By: 

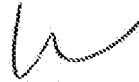
Name: Mario C. Kontomerkos

Title: Vice President and Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
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CITIZENS BANK, N.A.,
as Administrative Agent

By: 
Name: LISA MAASS
Title: EVP


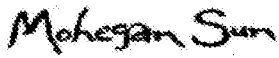
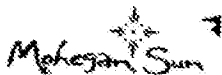

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TRADEMARK
REEL: 005900 FRAME: 0214

SCHEDULE I
To
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Item A. **U.S. Trademarks:**

Owner: Mohegan Tribal Gaming Authority

Mohegan Tribal Gaming Authority Mark	Application No. Filing Date	Registration No. Registration Date
	75538135 17-AUG-1998	2287742 19-OCT-1999
A LEGENDARY GAMING EXPERIENCE	75538136 17-AUG-1998	2285228 12-OCT-1999
A WORLD AT PLAY	78925821 10-JUL-2006	3239672 8-MAY-2007
CASINO OF THE WIND	77048046 20-NOV-2006	3544082 9-DEC-2008
HOT SUMMER FUN AT MOHEGAN SUN	75748714 12-JUL-1999	2345606 25-APR-2000
MOHEGAN SUN	75666086 23-MAR-1999	2364210 4-JUL-2000
	75538137 17-AUG-1998	2409842 5-DEC-2000
	75259053 18-MAR-1997	2199416 27-OCT-1998
MOHEGAN SUN POCONO	86628438 13-MAY-2015	4832016 13-OCT-2015
MOHEGAN SUN POKER	85956588 11-JUN-2013	4428965 5-NOV-2013
MOMENTUM	86463339 24-NOV-2014	4723967 21-APR-2015
	85956744 11-JUN-2013	4428966 5-NOV-2013
POWERPLAY BONUSING. PLAY BEYOND THE EXPECTED.	85614231 2-MAY-2012	4214098 25-SEP-2012
SWIPE & WIN	75748707 12-JUL-1999	2348698 9-MAY-2000

Owner: Downs Racing, L.P.

Downs Racing, L.P. Mark	Application No. Filing Date	Registration No. Registration Date
	77203640 12-JUN-2007	3613073 28-APR-2009
MOHEGAN SUN AT POCONO DOWNS	77203589 12-JUN-2007	3465799 15-JUL-2008
MOHEGAN SUN AT POCONO DOWNS	77187007 22-MAY-2007	3465594 15-JUL-2008
POCONO DOWNS	85921091 2-MAY-2013	4451235 17-DEC-2013

Item B. U.S. Patents:

Owner: Mohegan Tribal Gaming Authority

Title	Application No. Filing Date	Patent No. Issue Date
Bill validator status detector	09/390413 3-SEP-1999	6247572 19-JUN-2001
Hopper level interface	09/865094 24-MAY-2001	6626749 30-SEP-2003

Item C. U.S. Copyrights:

Owner: Mohegan Tribal Gaming Authority

Title	Registration No. Registration Date
Under the Mohegan sun : a celebration of cuisine and culture.	TX0006110720 2005-01-14