

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM406190

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The St. Croix Chippewa Indians of Wisconsin		11/18/2016	Federally-Recognized Indian Tribe: <input type="text"/>
RECEIVING PARTY DATA			
Name:	CIT Bank, N.A., as Collateral Agent		
Street Address:	One CIT Drive		
City:	Livingston		
State/Country:	NEW JERSEY		
Postal Code:	07039		
Entity Type:	National Banking Association: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2166849		
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<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:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0223-175779		
NAME OF SUBMITTER:	Julie Cravitz		
SIGNATURE:	/julie cravitz/		
DATE SIGNED:	11/21/2016		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Dated: November 18, 2016

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, and pursuant to the Security Agreement (Non-BIA Guaranteed Loan) dated as of November 18, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"; each capitalized term used but not defined herein has the meaning ascribed to it in the Security Agreement and, if not defined therein, then in the Credit Agreement referred to in the Security Agreement), among the undersigned ("Grantor"), Fourwinds Market Realty, LLC, a limited liability company organized under the St. Croix Limited Liability Company Code, as a grantor, Hertel Travel Plaza Realty, LLC, a limited liability company organized under the St. Croix Limited Liability Company Code, as a grantor, and the other grantors from time to time party thereto, CIT BANK, N.A., as Administrative Agent, and CIT BANK, N.A., as Collateral Agent ("Grantee"), Grantor hereby grants to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of Grantor in, to and under the following to the extent the following constitutes Credit Support Property (as defined in the Security Agreement), or in which or to which Grantor has any rights in the following to the extent the following constitutes Credit Support Property, in each case whether now existing or hereafter from time to time created or acquired (collectively, the "Marks"):

(i) any trademarks, service marks and trade names now held or hereafter acquired, including (a) any registration or application for registration of any trademarks and service marks which are registered or filed in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States, including, without limitation, the trademark registrations set forth on Schedule A attached hereto, (b) any unregistered trademarks and service marks and any trade dress including logos, designs, fictitious business names and other business identifiers, (c) extensions or renewals of any of the foregoing, and (d) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;

(ii) all rights to license or use any of the foregoing; and

(iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Notwithstanding the foregoing, this Grant of Security Interest in United States Trademarks (this "Grant") does not grant any security interest in any "intent-to-use" application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a

security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

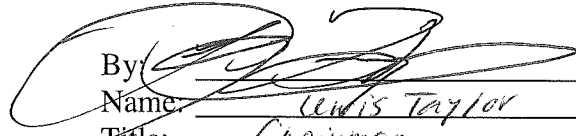
This Grant is made to secure the satisfactory performance and payment of all the Obligations of the Grantor.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

THE ST. CROIX CHIPPEWA INDIANS OF
WISCONSIN, a federally recognized Indian tribe,
as Grantor

By: 
Name: Lewis Taylor
Title: Chairman

CIT BANK, N.A.,
as Collateral Agent and Grantee

By: 
Name: KEVIN CULLEN
Title: MANAGING DIRECTOR

SCHEDULE A

<u>Owner</u>	<u>Marks</u>	<u>Country</u>	<u>Status (Registered or Pending)</u>	<u>Registration No./ Date</u>
St. Croix Chippewa Indians of Wisconsin	Design only (Turtle flipping coin)	USA	Registered	2,166,849 06/23/1998