

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM408437

<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>
United Auburn Indian Community		12/09/2016	Federally-Recognized Indian Tribe: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	333 South Grand Avenue, 12th 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: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4930938	ILLUSIONS	
<b>Registration Number:</b>	4428964	THUNDER CLUB	
<b>Registration Number:</b>	4527167	THUNDER REWARDS	
<b>Registration Number:</b>	4846183	THUNDER VIBES	
<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 LLP/VHS		
<b>Address Line 1:</b>	2050 Main Street, suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	victor santos		
<b>SIGNATURE:</b>	/Victor Santos/		
<b>DATE SIGNED:</b>	12/09/2016		
<b>Total Attachments: 4</b>			
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source=Grant of Security Interest (Trademarks) - (United Auburn 2016) - Executed#page2.tif			

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of December 9, 2016, is executed by the UNITED AUBURN INDIAN COMMUNITY (also sometimes known as the United Auburn Indian Community of the Auburn Rancheria of California), a federally recognized Indian tribe (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, with an address of 333 South Grand Avenue, 12<sup>th</sup> Floor, Los Angeles, CA 90071, 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 9, 2016 (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 trademarks, more particularly described on Schedules 1-A 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 an Amended and Restated Security Agreement, dated as of September 25, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders and the Lender Rate Contract Counterparties (as defined in the Loan Agreement)).

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders and the Lender Rate Contract Counterparties) 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 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, remedies and limitations 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, including without limitation the Gaming Law Limitation set forth in Section 11.15 of the Security Agreement.

Subject to Section 10 of the Security Agreement, this Grant of Security Interest shall terminate upon the satisfaction of the following two conditions: (i) the full, complete and final payment of the Secured Obligations and (ii) the termination of the Commitment under the Loan Agreement. Upon such termination, Administrative Agent and Lenders shall, at the expense of Grantor, execute and deliver to Grantor a document in writing releasing their security interest in the Trademarks, if any such written document is so required in order to release such security interest.

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  
333 South Grand Avenue, 12<sup>th</sup> Floor  
Los Angeles, CA 90071  
Attn: Kelly Walsh, Director  
Telephone: (213) 253-3804  
Fax: (213) 253-7307

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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.

UNITED AUBURN INDIAN COMMUNITY  
(also sometimes known as the United Auburn  
Indian Community of the Auburn Rancheria of  
California), a federally recognized Indian tribe

By: 

Name: Gene Whitehouse

Title: Chairperson

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

Mark	Class(es)	Reg. Date	Reg. No.
ILLUSIONS (and design)	41, 43	Apr-5-2016	4930938
THUNDER CLUB	41	Nov-5-2013	4428964
THUNDER REWARDS	41	May-6-2014	4527167
THUNDER VIBES	41	Nov-3-2015	4846183