

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421289

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900396716

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
POKAGON GAMING AUTHORITY		02/28/2017	Instrumentality:

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	900 W. Trade St.
Internal Address:	Mail Code NC1-026-06-03
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3521938	COPPER ROCK STEAKHOUSE
Registration Number:	3720163	FOUR WINDS
Registration Number:	3776762	FOUR WINDS
Registration Number:	3353612	FOUR WINDS CASINO
Registration Number:	4437619	FOUR WINDS DOWAGIAC
Registration Number:	4676661	FOUR WINDS FIELD
Registration Number:	4143998	FOUR WINDS HARTFORD
Registration Number:	4453788	FOUR WINDS MOBILE CLUB
Registration Number:	4555262	FOUR WINDS NEW BUFFALO
Registration Number:	4453794	SILVER CREEK
Registration Number:	4483825	TIMBERS
Registration Number:	3521939	TIMBERS FAST-FOOD & DELI
Serial Number:	87049181	FOUR WINDS SOUTH BEND
Serial Number:	87048139	KANKAKEE GRILLE
Serial Number:	87048130	WHITE BIRCH MARKET

CORRESPONDENCE DATA

TRADEMARK

Fax Number: 2134432926

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: 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:	0BN1-250185
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NAME OF SUBMITTER:	Julie Cravitz
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SIGNATURE:	/julie cravitz/
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DATE SIGNED:	03/27/2017
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Total Attachments: 17

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PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated as of February 28, 2017 (this "Agreement"), is made by the Pokagon Gaming Authority ("Borrower"), a wholly-owned unincorporated instrumentality of the Pokagon Band of Potawatomi Indians, a federally recognized Indian tribe (the "Tribe") and each other Person that becomes a party to this Agreement by executing a supplement hereto substantially in the form of Exhibit A (such other parties together with the Borrower, the "Grantors"), in favor of Bank of America, N.A., as administrative agent (in such capacity, together with any successor in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement of even date herewith (as the same may be amended, extended, renewed, supplemented or otherwise modified from time to time, the "Credit Agreement") among Borrower, the Tribe, the Administrative Agent, each of the Lenders from time to time party thereto (the "Lenders"), and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Sole Lead Arranger and Sole Bookrunner, the Lenders are making certain credit facilities available to Borrower. This Agreement is one of the "Loan Documents" and "Collateral Documents" referred to in the Credit Agreement.

B. As a condition of the availability of such credit facilities, the Grantors have agreed to grant to the Administrative Agent a continuing security interest in and to the Collateral (as defined that certain Security Agreement, dated of even date herewith (as may be amended, restated, modified or supplemented from time to time, the "Security Agreement")) including, without limitation, each Grantor's patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations, in order to secure the prompt and complete payment, observance and performance of, among other things, their respective Obligations; and

C. As a condition of the availability of such credit facilities, the Grantors have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantors agree as follows:

1. Incorporation of the Security Agreement. The Security Agreement is hereby incorporated herein in its entirety by this reference thereto. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement, as applicable.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Administrative Agent (for itself and for the benefit of Secured Parties) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and issued patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (but excluding any of the foregoing patents and applications or any other items described in clauses (a) through (d) (inclusive) that would constitute Excluded Property) (all of the foregoing patents and applications, together with the items described in clauses (a) through (d) (inclusive) (but excluding any Excluded Property), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Domain Names, Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Administrative Agent (for itself and the benefit of Secured Parties) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) Internet domain names and associated URLs (including corresponding registrations), trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (but excluding any of the foregoing trademarks, internet domain name registrations, service marks, trademark and service mark registrations, trade names, service names and applications or any other items described in clauses (a) through (d) (inclusive) that would constitute Excluded Property (all of the foregoing trademarks, internet domain name registrations, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) through (d) (inclusive) (but excluding Excluded Property), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of each Grantor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks other than any such goodwill constituting Excluded Property.

4. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Administrative Agent (for itself

and the benefit of Secured Parties) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all filed or issued registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (but excluding any of the foregoing copyrights or any other items described in clauses (a) through (d) (inclusive) that would constitute Excluded Property) (all of the foregoing copyrights, together with the items described in (a) through (d) (inclusive) (but excluding any Excluded Property), are hereinafter individually and/or collectively referred to as the "Copyrights").

5. Restrictions on Future Security Interests. Each Grantor agrees that no Grantor will (i) consent, enter into any agreement relating to the Patents, Trademarks or Copyrights and (ii) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the lien priority or the validity or enforcement of the rights granted to Administrative Agent (for itself and for the benefit of Secured Parties) under this Agreement, except as permitted pursuant to the Credit Agreement.

6. Further Assurances. Each Grantor represents and warrants that the Patents, Trademarks and Copyrights of such Grantor listed on Schedules A, B, and C respectively, constitute all of the Patents, Trademarks and Copyrights now owned by such Grantor reasonably necessary to own and operate the Gaming Business without material conflict with the rights of others. Each Grantor hereby authorizes the Administrative Agent as its attorney in fact to file or refile this Agreement (including any amendment or supplement hereto) with the United States Patent and Trademark Office and/or Copyright Office, as the case may be. Each Grantor agrees that from time to time, at the expense of Grantors, such Grantor will promptly execute and deliver all further documents, and take all further action, that is necessary in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Secured Parties to exercise and enforce their rights and remedies hereunder with respect to any Patents, Trademarks, and Copyrights. Each Grantor shall, within 60 days after the end of each Fiscal Year, provide supplements to Schedules A, B and C, identifying any rights in Patents, Trademarks and Copyrights acquired by such Grantor during the preceding Fiscal Year, to the Administrative Agent. Each Grantor hereby authorizes the Administrative Agent to modify this Agreement by amending Schedules A, B, and/or C, as applicable, to include any such new rights in any Patents, Trademarks and Copyrights disclosed by each Grantor to Administrative Agent pursuant to this Section 6.

7. Representations and Warranties. Each Grantor represents and warrants to and agrees with the Administrative Agent that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Trademarks and Copyrights set forth on Schedules A, B, and C are subsisting;

(ii) Each of the Patents, Trademarks and Copyrights set forth on Schedules A, B, and C is, to the knowledge of such Grantor, valid and enforceable;

(iii) Each Grantor, as applicable, is the owner of the Patents, Trademarks and Copyrights set forth on Schedules A, B, and C and has the power and authority to make, and will continue to have authority to perform, this Agreement according to its terms;

(iv) Each Grantor hereby authorizes the Patent and Trademark Office and the Copyright Office and any other government officials to record and register this Agreement upon request by the Administrative Agent; and

(v) Except as permitted under the Credit Agreement or any other Loan Document, there has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, including, but not limited to, shop rights and covenants not to sue third persons, except for licenses and covenants not to sue granted in the ordinary course, Liens permitted by the Credit Agreement or as may be otherwise expressly set forth in the Credit Agreement or any other Loan Document.

8. Non-Exclusive License. In addition to any other rights or remedies of the Administrative Agent under the Security Agreement and this Agreement during the continuance of an Event of Default, each Grantor hereby grants to the Administrative Agent, to the extent of such Grantor's rights and effective only during the continuance of an Event of Default, an irrevocable, royalty-free, non-exclusive license to use and sublicense any of the Patents, Trademarks or Copyrights then owned by or licensed to such Grantor. Such license shall include access to all devices, products and media in which any of the Patents, Trademarks or Copyrights is embodied, embedded, recorded or stored and to all computer programs used for the compilation or printout hereof.

9. Continuing Validity of Obligations. This Agreement is a continuing and irrevocable agreement and shall create a continuing security interest in the Collateral and shall remain in full force and effect until Obligations shall have been indefeasibly paid in full (other than the obligations under any Secured Cash Management Agreement or Secured Hedge Agreement or contingent indemnification obligations under the Credit Agreement or other Loan Documents) and the Commitments have been terminated, and all Letters of Credit have been terminated or Cash Collateralized in accordance with the provisions of the Credit Agreement.

10. Duties of Grantors. Except as may be otherwise agreed to by the Administrative Agent, each Grantor shall take commercially reasonable steps as determined in the exercise of such Grantor's reasonable business judgment to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter, (ii) preserve and maintain all of its rights in: (x) patent applications and patents of the Patents; (y) trademark applications, trademarks, trademark registrations, internet domain name registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and (z) copyright applications and copyright registrations of the Copyrights; provided, however that any Grantor may, in its reasonable business judgment, abandon any application among the Patents, Trademarks, and

Copyrights which are not material to the business operations of any Grantor or permit any registration among the Patents, Trademarks, and Copyrights which are not material to the business operations of any Grantor to be cancelled or expired, and (iii) take all steps necessary to ensure that the Patents, Trademarks and Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened, except, in each case, to the extent that failure to take such actions could not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the duties set forth in this Section 10 shall be borne by Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright that would result in a Material Adverse Effect.

11. Documents. Each Grantor will execute and deliver to the Administrative Agent from time to time such amendments or supplements to this Agreement to be filed with the United States Patent and Trademark Office or Copyright Office, as may be required for the purpose of confirming Administrative Agent's (for itself and the benefit of Secured Parties) security interest in the Patents, Trademarks and Copyrights. Nothing contained in this Section 11 shall relieve the Grantors of their obligations under Section 6 or their obligations under the Security Agreement.

12. Rights of Grantors and/or Administrative Agent to Sue. Each Grantor may enforce its rights in the Patents, Trademarks and Copyrights of such Grantor with or without the Administrative Agent's participation. During the continuation of an Event of Default, the Administrative Agent shall have the same rights, if any, as each Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Copyrights of such Grantor, and any licenses thereunder, and, if the Administrative Agent shall commence any such suit, such Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement and each Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 12.

13. Defeasance. Notwithstanding anything to the contrary contained in this Agreement, upon the expiration of the Commitments of the Lenders, the termination (or Cash Collateralization as provided in the Credit Agreement) of the Letters of Credit and the irrevocable payment in full of the Obligations (other than the obligations under any Secured Cash Management Agreement or Secured Hedge Agreement or contingent indemnification obligations under the Credit Agreement or other Loan Documents), this Agreement shall terminate and be of no further force and effect and, at the written request of the Grantors, the Administrative Agent (for itself and on behalf of Secured Parties) shall thereupon, at the Grantor's expense, execute documents as may be reasonably required evidencing the termination of its security interest in the Patents, Trademarks and Copyrights. Until such time, however, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that no Grantor may assign this Agreement or any of its rights under this Agreement or delegate any of its duties or obligations under this Agreement and any such attempted assignment or delegation shall be null and void. This Agreement is not intended and shall not be construed to obligate the Administrative Agent to take any action whatsoever with

respect to the Patents, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of the Grantors.

14. Waivers. No course of dealing between the Grantor and the Administrative Agent nor any failure to exercise nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

17. Cumulative Remedies; Effect on Other Documents. All of the Administrative Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby, by the Security Agreement or any Loan Document, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent under the Security Agreement or the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

18. CERTAIN PROVISIONS INCORPORATED. THIS AGREEMENT IS ONE OF THE LOAN DOCUMENTS REFERRED TO IN THE CREDIT AGREEMENT, AND THE SOVEREIGN IMMUNITY WAIVER, ARBITRATION PROVISION, JURISDICTIONAL WAIVERS AND OTHER PROVISIONS OF THE CREDIT AGREEMENT GENERICALLY APPLICABLE TO LOAN DOCUMENTS ARE APPLICABLE HERETO AND INCORPORATED HEREIN BY THIS REFERENCE (INCLUDING, WITHOUT LIMITATION, SECTION 10.15 (WAIVER OF SOVEREIGN IMMUNITY), SECTION 10.16 (CONSENTS TO JURISDICTION; WAIVERS OF VENUE, EXHAUSTION, SERVICE OF PROCESS), SECTION 10.17 (WAIVER OF JURY TRIAL) AND SECTION 10.18 (ARBITRATION)).

19. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED HOWEVER, THAT IF THE CREATION OR ATTACHMENT OF ANY SECURITY INTEREST IN ANY ITEM OF COLLATERAL IS EXCLUDED FROM THE COVERAGE OF THE NEW YORK COMMERCIAL CODE OR THE SECURITY INTEREST IN ANY ITEM OF COLLATERAL CANNOT BE CREATED OR ATTACHED

UNDER THE NEW YORK COMMERCIAL CODE, THEN THE CREATION AND/OR ATTACHMENT OF THE SECURITY INTERESTS IN SUCH COLLATERAL SHALL BE GOVERNED BY THE SECURED TRANSACTIONS CODE.

20. IGRA Enforcement Limitations. Notwithstanding any provision in this Agreement or any other Loan Document, or any other right to enforce the provisions of this Agreement or any other Loan Document, the Secured Parties shall not engage in any Management Activity, including, but not limited to:

- (a) the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor;
- (b) any working or 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 place or placement of any gaming device or equipment; or
- (h) budgeting, allocating, or conditioning payments of the Grantors' operating expenses;

provided however, that during the existence of an Event of Default, the Secured Parties will not be in violation of the foregoing restrictions solely because the Secured Parties:

- (i) enforce compliance with any term in this Agreement or any other Loan Document that does not require the gaming operation to be subject to any third party decision-making as to any Management Activities; or
- (ii) require that all or any portion of the revenues securing the Obligations be applied to satisfy valid terms of this Agreement or any other Loan Document; or
- (iii) otherwise foreclose on all or any portion of the Collateral securing the Obligations.

21. No Management Contract. NOTWITHSTANDING ANY OTHER POSSIBLE CONSTRUCTION OF ANY PROVISION(S) CONTAINED IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, THE PARTIES HERETO AGREE THAT WITHIN THE MEANING OF IGRA: (A) THIS AGREEMENT AND THE LOAN DOCUMENTS, INDIVIDUALLY AND COLLECTIVELY, DO NOT AND SHALL NOT PROVIDE FOR THE MANAGEMENT OF ALL OR ANY PART OF THE GAMING BUSINESS BY ANY

PERSON OTHER THAN THE TRIBE OR THE GRANTORS OR DEPRIVE THE TRIBE OR THE GRANTORS OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE GAMING BUSINESS; AND (B) NONE OF THE SECURED PARTIES OR ANY OF THEIR SUCCESSORS, ASSIGNS OR AGENTS WILL EXERCISE ANY REMEDY OR OTHERWISE TAKE ANY ACTION UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN A MANNER THAT WOULD CONSTITUTE MANAGEMENT OF ALL OR ANY PART OF THE GAMING BUSINESS OR THAT WOULD DEPRIVE THE TRIBE OR THE GRANTORS OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE GAMING BUSINESS.

22. New Grantors. Each Person that is required to become a party to this Agreement pursuant to Section 6.13 of the Credit Agreement or otherwise shall become a party hereto as a Grantor for all purposes under this Agreement by executing and delivering to the Administrative Agent a Supplement in the form attached hereto as Exhibit A. Upon such execution and delivery, such party shall be as fully a party hereto as if such party were an original signatory hereof. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder.

Notwithstanding any provision in this Agreement, nothing contained herein shall be deemed to grant any right to the Secured Parties to engage in any Management Activity or manage or operate any portion of the Collateral on the premises of any Grantor, whether as a gaming, casino or other similar business or otherwise, and nothing shall be deemed to authorize a Secured Party to apply or control the application of the Collateral to pay or discharge any obligations of any Grantor related to its gaming operations owing to anyone other than Secured Parties or persons with a Lien or other claim against Collateral.

[Signature pages follow]

IN WITNESS WHEREOF, and intending to be legally bound, the undersigned have executed this Agreement on the day and year first above written.

GRANTOR:

POKAGON GAMING AUTHORITY

By: 

Name: John P. Warren

Title: President/CEO

By: 

Name: Mark H. Parrish

Title: Secretary, Board of Directors

[Signature Page to Patent, Trademark and Copyright Security Agreement]

TRADEMARK
REEL: 006020 FRAME: 0740

EXHIBIT A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

Supplement to Intellectual Property Security Agreement

Reference is hereby made to the Intellectual Property Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of February 28, 2017, made by Pokagon Gaming Authority ("Borrower"), a wholly-owned unincorporated instrumentality of the Pokagon Band of Potawatomi Indians, a federally recognized Indian tribe and each other Person that becomes a party to the Agreement by executing a supplement substantially in the form hereof (such other parties together with the Borrower, the "Grantors"), in favor of the Administrative Agent for the Secured Parties. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Agreement. By its execution below, the undersigned, [NAME OF NEW GRANTOR], a [_____] (the "New Grantor") agrees to become, and does hereby become, a Grantor under the Agreement and agrees to be bound by the Agreement as if originally a party thereto. By its execution below, the undersigned represents and warrants as to itself that all of the representations and warranties contained in the Agreement are true and correct in all respects as of the date hereof. New Grantor shall take all steps necessary and required under the Agreement to perfect, in favor of the Secured Parties, a first-priority security interest in and lien against New Grantor's Collateral.

IN WITNESS WHEREOF, the New Grantor has executed and delivered this Exhibit A counterpart to the Agreement as of this _____ day of _____, 20____.

[NAME OF NEW GRANTOR]


By: _____
Title: _____

SCHEDULE A

PATENTS

None

**SCHEDULE B
TRADEMARKS**

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS	GOODS/SERVICES	STATUS
COPPER ROCK STEAKHOUSE	United States of America	77/247,541	6-Aug-07	3,521,938	21-Oct-08	43	Restaurant services	Registered
FOUR WINDS	United States of America	78/808,751	7-Feb-06	3,720,163	1-Dec-09	41	Casino services; resort services, namely, entertainment in the nature of live musical performances, dancing	Registered
						43	Resort hotels	
FOUR WINDS and Design 	United States of America	77/534,542	30-Jul-08	3,776,762	20-Apr-10	41	Casino services	Registered
						43	Resort hotels	
FOUR WINDS CASINO	United States of America	78/705,588	1-Sep-05	3,353,612	11-Dec-07	41	Casino services	Registered
FOUR WINDS DOWAGIAC	United States of America	85/845,847	11-Feb-13	4,437,619	19-Nov-13	41	Casino services	Registered
FOUR WINDS FIELD	United States of America	86/234,144	27-Mar-14	4,676,661	20-Jan-15	41	Providing stadium facilities for the presentation of sports and entertainment	Registered
FOUR WINDS HARTFORD	United States of America	85/266,900	15-Mar-11	4,143,998	15-May-12	41	Casino services	Registered
FOUR WINDS MOBILE CLUB	United States of America	85/860,056	26-Feb-13	4,453,788	24-Dec-13	35	Advertising and promotional services, namely, providing texts featuring offers and promotions regarding casino services in mobile wireless form	Registered
FOUR WINDS NEW BUFFALO	United States of America	86/095,406	18-Oct-13	4,555,262	24-Jun-14	41	Casino services	Registered
						43	Resort Hotels	
FOUR WINDS SOUTH BEND	United States of America	87/049,181	25-May-16			41	Casino services	Published
						43	Resort hotels	
						44	Health spa services for health and wellness of the body and spirit offered at a health resort	
KANKAKEE GRILLE	United States of America	87/048,139	24-May-16			43	Restaurant Services	Published
SILVER CREEK	United States of America	85/862,425	28-Feb-13	4,453,794	14-Dec-13	41	Entertainment services in the nature of live musical performances and special events in the nature of live visual and audio performances, and musical, variety, and comedy shows, and providing motivational and educational speakers	Registered

MARK	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	CLASS	GOODS/SERVICES	STATUS
TIMBERS	United States of America	85/866,678	5-Mar-13	4,483,825	18-Feb-14	43	Restaurant services	Registered
TIMBERS FAST-FOOD & DELI	United States of America	77/247,542	6-Aug-07	3,521,939	21-Oct-08	43	Restaurant services, namely, fast-food restaurants and delicatessens	Registered
WHITE BIRCH MARKET	United States of America	87/048,130	24-May-16			43	Restaurant services and coffee shops	Pending

DOMAIN NAMES

FOURWINDSCASINO.COM
FOURWINDSCASINOS.COM
FOURWINDSRESORTANDCASINO.COM
FOURWINDSCASINO.INFO
FOURWINDSCASINO.NET
FOURWINDSCASINOS.NET
FOURWINDSRESORTANDCASINO.NET
FOURWINDSCASINO.ORG
FOURWINDSCASINOS.ORG
4WCASINO.COM
4WINDSCASINORESORT.COM
FOURWINDSCASINOANDRESORT.COM
FOURWINDSCASINOANDRESORT.NET
FOURWINDSCASINOANDRESORT.ORG
FOURWINDSCASINOHOTEL.COM
FOURWINDSCASINOHOTEL.NET
FOURWINDSCASINOHOTEL.ORG
FOURWINDSCASINORESORT.COM
FOURWINDSCASINORESORT.NET
FOURWINDSCASINORESORT.ORG
FOURWINDSGC.COM
FOURWINDSOUTFITTERS.COM
COPPERROCKSTEAKHOUSE.COM
TIMBERSDELI.COM

SCHEDULE C

COPYRIGHTS

None

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417888

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POKAGON GAMING AUTHORITY		02/28/2017	Instrumentality:
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	900 W. Trade St.		
Internal Address:	Mail Code NC1-026-06-03		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: NORTH CAROLINA UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3521938	COPPER ROCK STEAKHOUSE	
Registration Number:	3720163	FOUR WINDS	
Registration Number:	3776762	FOUR WINDS	
Registration Number:	3353612	FOUR WINDS CASINO	
Registration Number:	4437619	FOUR WINDS DOWAGIAC	
Registration Number:	4676661	FOUR WINDS FIELD	
Registration Number:	4143998	FOUR WINDS HARTFORD	
Registration Number:	4453788	FOUR WINDS MOBILE CLUB	
Registration Number:	4555262	FOUR WINDS NEW BUFFALO	
Registration Number:	4453794	SILVER CREEK	
Registration Number:	4483825	TIMBERS	
Registration Number:	3521939	TIMBERS FAST-FOOD & DELI	
Serial Number:	87049181	FOUR WINDS SOUTH BEND	
Serial Number:	87048139	KANKAKEE GRILLE	
Serial Number:	87048130	WHITE BIRCH MARKET	
CORRESPONDENCE DATA			
Fax Number:	2134432926		

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