

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM422269

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	900398092		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Soboba Band of Luiseno Indians		03/10/2017	Federally-Recognized Indian Tribe:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	900 W. Trade St.		
<b>Internal Address:</b>	NC1-026-06-03		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4677575	SOBOBA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	213-617-5493		
<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 43rd Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	0BN1-244963		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravit/		
<b>DATE SIGNED:</b>	04/03/2017		
<b>Total Attachments: 14</b> source=IPSA#page1.tif			

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**INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 9, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, this “Agreement”), is made by EACH OF THE SIGNATORIES HERETO (collectively, the “Grantors”) in favor of BANK OF AMERICA, N.A., as Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Collateral Agent”).

WHEREAS, the Soboba Band of Luiseño Indians (the “Borrower” or “Tribe”), a federally recognized Indian tribe, has entered into that certain Credit Agreement, dated as of March 9, 2017 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”) among the Tribe, the Lenders from time to time party thereto, Bank of America, N.A., as Administrative Agent and L/C Issuer (in such capacity the “Administrative Agent”), and Bank of America, N.A., and KeyBank National Association as Joint Lead Arrangers and Joint Bookrunners;

WHEREAS, the Grantors have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Security Agreement”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

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

**SECTION 1. GRANT OF SECURITY.** Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s rights, priorities and privileges with respect to intellectual property constituting Gaming Assets, whether arising under United States, Tribe, state, multinational or foreign laws or otherwise, including, without limitation all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain

names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (a) the registrations and applications referred to in Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”);

1.2 Trademark Licenses. Any and all agreements providing for the granting of any right in or to Trademarks (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.3 Patents. All United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and proceeds of suit arising therefrom; and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Patents”);

1.4 Patent Licenses. Any and all agreements providing for the granting of any right in or to Patents (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.5 Copyrights. All United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. § 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights to sue for past, present and future infringements thereof; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Copyrights”);

1.6 Copyright Licenses. Any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.7 Trade Secrets. All trade secrets (which shall include all confidential or proprietary information and know-how) whether or not the trade secrets have been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the trade secrets, including but not limited to: (a) the right to sue for past, present and future misappropriation or other violation of any trade secret, and (b) all Proceeds of

the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto; and

1.9 Proceeds. Any and all Proceeds of any Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses, Trade Secrets, Trade Secret Licenses, and any and all Proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Property.

**SECTION 2. RECORDATION.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

**SECTION 3. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**SECTION 4. CONFLICT PROVISION.** This Agreement has been entered into in conjunction with the provisions of the Security 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, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

## **SECTION 5. INDIAN LAW PROVISIONS**

5.1 Management Activities. Notwithstanding any provision in any Credit Document, or any other right to enforce the provisions of any Credit Document, none of the Collateral Agent or the other Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Gaming Enterprise (collectively, “Management Activities”), 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 placement of any gaming device or equipment; or
- (h) budgeting, allocating, or conditioning payments of the Borrower's operating expenses;

provided, however, that upon the occurrence of a default under this Agreement or a Default or Event of Default, neither the Collateral Agent nor any other Secured Party will be in violation of the foregoing restriction solely because it: (i) enforces compliance with any term in any Credit Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; (ii) requires that all or any portion of the revenues securing the Loans be applied to satisfy valid terms of any Credit Document; or (iii) otherwise forecloses on all or any portion of the Collateral securing the Secured Obligations.

Notwithstanding any other possible construction of any provision(s) contained in this Agreement or in any other Credit Document, it is agreed that within the meaning of the IGRA: (a) the Credit 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 Borrower or deprive the Borrower of the sole proprietary interest and responsibility for the conduct of the Gaming Enterprise; and (b) none of the Collateral Agent or the other Secured Parties (or any of their successors, assigns or agents) will exercise any remedy or otherwise take any action under or in connection with any Credit Document in a manner that would constitute management of all or any part of the Gaming Enterprise or that would deprive the Borrower of the sole proprietary interest and responsibility for the conduct of the Gaming Enterprise.

5.2 Section 81 Compliance. For the avoidance of any doubt, it is acknowledged that none of the Credit Documents executed on the Closing Date is intended to grant or grants a Lien on any real property owned by the Grantors or any agencies or instrumentalities of the Tribe, and no interpretation shall be given to any Credit Document which would have the effect of such an encumbrance. Notwithstanding any right of the Collateral Agent or any other Secured Party in this Agreement, or in any Credit Document, or any requirements or restrictions imposed on the Grantors in any Credit Document, any right, requirement or restriction that "encumbers Indian land" within the meaning of 25 U.S.C. § 81, shall not be effective for longer than six years, 364 days.

5.3 Governing Law. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA).

PROVIDED HOWEVER, THAT IF THE CREATION OR ATTACHMENT OF ANY SECURITY INTEREST IN ANY ITEM OF COLLATERAL IS EXCLUDED FROM THE COVERAGE OF THE UCC OR THE SECURITY INTEREST IN ANY ITEM OF COLLATERAL CANNOT BE CREATED OR ATTACHED UNDER THE UCC, THEN THE CREATION AND/OR ATTACHMENT OF THE SECURITY INTERESTS IN SUCH COLLATERAL SHALL BE GOVERNED BY THE SECURED TRANSACTIONS ORDINANCE.

5.4 Waiver of Sovereign Immunity.

(a) Waiver of Sovereign Immunity. Each of the Grantors hereby expressly, unequivocally and irrevocably waives its respective sovereign immunity (and any defense based thereon) from any suit, action, arbitration or other legal proceedings or from any legal process, in each case of any nature whether such action be brought in or arise under law or equity, arising in contract, tort or statute (inclusive of claims and counterclaims, actions for equitable or provisional relief and to compel arbitration, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) (an "Action") and, further, waives any sovereign immunity from any judgment or order related thereto, provided that:

(i) the Action is brought by the Collateral Agent, any other Secured Party or any of their respective successors in interest or assigns or any other person who is expressly entitled to the benefits of this Agreement (including without limitation the indemnitees referred to in Section 10.04 of the Credit Agreement) (collectively, the "Grantees");

(ii) the Action (A) arises under this Agreement or any Grantor's obligations hereunder, including, without limitation, any Action to interpret or enforce or otherwise seek or obtain relief with respect to the provisions of this Agreement or otherwise in connection herewith, in connection with the obligations of any Grantor hereunder or in connection with the transactions contemplated hereby, whether such rights arise in law or equity; (B) is to enforce and execute any order, judgment or ruling resulting from such an Action or arbitration award; or (C) is to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. § 1301 et. seq. or any claim brought by a Grantee arising under the laws of the Borrower;

(iii) the Action may seek all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief; and

(iv) any order, judgment, ruling or other remedies related to an Action shall be enforceable only against the assets described under Section 5.4(b).

(b) Limitation on Recourse. The Secured Obligations of the Grantors are limited recourse obligations of the Grantors, enforceable solely against the Recourse Assets; provided, however, that upon the occurrence and during the continuance of an Event of Default resulting from or related to any of the Non-Impairment Provisions, the obligations of the

Grantors also will be enforceable against all other assets of the Borrower, other than Protected Assets, to the extent permitted in Section 10.15(b) of the Credit Agreement.

5.5 Consents to Jurisdiction; Waivers of Venue; Exhaustion; Service of Process.

(a) Consent to Jurisdiction. Subject to the foregoing limitations on each Grantor's waiver of sovereign immunity, each of the Grantors hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court, Central District of California, and any appellate court to which any appeals therefrom are available (collectively, the "Federal Courts") and the courts of the State of California sitting in the City of Riverside, County of Riverside, and any appellate court to which any appeals therefrom are available (collectively, the "California State Courts") and with the Federal Courts, the "Consented Courts") and each of the Grantors irrevocably and unconditionally agrees that all claims in respect of any Action shall be heard and determined in such Consented Court as set forth herein and agrees to be bound by the decisions of any such court. Notwithstanding the foregoing, each of the Grantors agrees that any final judgment, arbitration award or order in any such actions or proceedings shall be conclusive and may be enforced by any court of any other jurisdiction, including, without limitation, upon the request of Grantee, any court or forum of the Borrower now or hereafter existing (the "Tribal Courts"), and that any government or other Governmental Authorities who have the right and duty under applicable law may take any and all action authorized or ordered by any such court, including without limitation, entering the real property of any Grantor in giving effect to any judgment entered. In addition, with respect to any Intellectual Property Collateral, the Grantors agree that the Collateral Agent or any Secured Party also may enforce its rights and remedies with respect to the Intellectual Property Collateral (whether judicially or non-judicially) in any jurisdiction in which such Intellectual Property Collateral or any Grantor is located.

(b) Waiver of Venue. Each of the Grantors hereby irrevocably and unconditionally 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 Action arising out of or relating to this Agreement or the transactions contemplated hereunder in any Consented Court. Each of the Grantors irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such Action in any such court.

(c) Tribal Exhaustion/Tribal Court Actions. Each of the Grantors hereby expressly, unconditionally and irrevocably waives, to the fullest extent it may legally and effectively do so, any right such Grantor may otherwise have to require that any Action be considered or heard in any court (other than as set forth in Section 5.5(a)), including without limitation considered or heard first in any Tribal Court, whether because of the doctrine of exhaustion of tribal remedies or as a matter of comity or abstention, and will not commence any such action in any Tribal Court without the written consent of the other parties to such action.

(d) Service of Process. Each of the Grantors hereby irrevocably consents to service of process in the manner provided for notices in any Credit Document, provided that nothing in any Credit Document will affect the right of any party hereto or thereto to serve process in any other manner permitted by law. In addition to and without limiting the



generality of the foregoing, each of the Grantors consents and agrees that, notwithstanding any tribal law to the contrary, process against such Person shall also be effective if served (i) on the chairperson of such Grantor, or (ii) by sending two copies of the process by registered or certified mail addressed to the Grantor, at the address set forth in Schedule 10.2 of the Credit Agreement.

(e) Secured Parties/Indemnitees. The waivers and consents described in Sections 5.4 through 5.7 shall inure to the benefit of the Grantees and each other person who is expressly entitled to the benefits of this Agreement (including without limitation the indemnitees described herein and in the Credit Agreement). The Grantees 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 (other than punitive or consequential damages). The waivers of sovereign immunity and consents to jurisdiction contained in Section 5.4 and this Section 5.5 are irrevocable.

(f) Foreclosure Procedures. Each Grantor expressly agrees that for judgments, decrees, orders, warrants, subpoenas, records or other judicial acts resulting from any Action authorized hereunder, including without limitation a foreclosure judgment, a tribal police officer or tribal law enforcement official or other licensed peace officer acting pursuant to tribal authority (each, a "Tribal Officer") is authorized to execute such judgment, decree, order, warrant, subpoena, record or other judicial act. In the case of any such foreclosure order or judgment, after delivery of such order or judgment by a Tribal Officer, such Tribal Officer shall proceed to enter upon any property of any Grantor to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

(g) Miscellaneous. Notwithstanding any of the foregoing, nothing in this Agreement will limit the ability of the Grantees or their respective successors and assigns, to move to compel arbitration or move to stay or dismiss a lawsuit in favor of arbitration, and each Grantor's waiver of sovereign immunity will expressly extend to such actions. Each of the Grantors hereby agrees, that its limited waiver of sovereign immunity and other waivers described in Sections 5.4 and 5.5 are irrevocable and agrees not to revoke or further limit, in whole or in part, its limited waiver of sovereign immunity or the waivers described in these sections or in any way attempt to revoke or further limit, in whole or in part, such limited waiver of sovereign immunity. In the event that any of the Grantors (i) revokes, further limits or attempts to revoke or further limit the limited waiver of sovereign immunity described in Sections 5.4 and 5.5, (ii) takes any action which is inconsistent with the waivers described in Sections 5.4 and 5.5 or (iii) fails to submit to the jurisdiction of the courts as described in Sections 5.4 and 5.5, each of the Grantors hereby consents to the entry of appropriate injunctive relief.

(h) California Judicial Reference. If any action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement or any other Credit Document, (a) the court shall, and is hereby directed to make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such

issues pertaining to a “provisional remedy” as defined in California Civil code of Procedure Section 1281.8 shall be heard and determined by the court, and (b) without limiting the generality of Section 10.4 of the Credit Agreement, the Grantor shall be solely responsible to pay all fees and expenses of any referee appointed in such action or proceeding.

5.6 Waiver of Jury Trial. Each of the Grantors hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each of the Grantors (a) certifies that no representative, agent or attorney of any other Person has represented, expressly or otherwise, that such other Person would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 5.6.Arbitration.

(a) Invocation of Arbitration. At the option of the Collateral Agent, any controversy or claim between or among the parties to this Agreement, whether arising in contract, tort or statute, including controversies and claims that arise out of or relate to this Agreement (including any renewals, extensions or modifications) shall be resolved by binding arbitration in Los Angeles, California. For purposes of this Section 5.7 only, the term “Collateral Agent” shall also include any parent corporation, subsidiary or affiliate of such Collateral Agent, involved in the servicing, management or administration of the Intellectual Property Collateral or any obligation described or evidenced by this Agreement. The arbitration shall be conducted in accordance with the procedural rules of the Federal Arbitration Act (Title 9, U.S. Code) and the regulations promulgated thereunder, notwithstanding any choice of law provision in this Agreement or any other Credit Document, and under the rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof (“AAA”); provided, however, that the arbitration shall be heard and determined by a panel of three arbitrators. Any party to this Agreement claiming the neglect or refusal of another party to proceed with an arbitration hereunder may make application to any court of competent jurisdiction as set forth in Section 5.5(a) for an order directing the parties to proceed with the arbitration in compliance with this Section 5.7. In the event such an action to compel arbitration is commenced in a court or forum of the Borrower, the court shall order the parties to arbitration in accordance with the provisions of this Section 5.7 and the question of whether an obligation to arbitrate the dispute at issue exists shall be decided by the arbitrator(s).

(b) Confirmation and Enforcement of Arbitration Award. The arbitrator(s) shall give effect to statutes of limitation in determining any claim. At any time within one year after an arbitration award has been rendered and the parties thereto notified thereof, any party to the arbitration may make application to any court of competent jurisdiction as set forth in Section 5.5(a) for an order confirming the award. An arbitration award shall not be subject to review or modification by a court for any reason other than in the circumstances described in 9 U.S.C. §§ 9, 10 and 11. The judgment confirming an award shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in a court of competent jurisdiction as set forth in Section 5.5(a). When the award requires the

performance of any other act than the payment of money, the court shall direct the enforcement thereof in the manner provided by law.

(c) Provisional Remedies. No provision of this Section 5.7 shall limit the right of any party to (i) exercise its rights of set-off under this Agreement, (ii) initiate judicial or non-judicial foreclosure against any Collateral, (iii) exercise any judicial or power of sale rights, or (iv) act in a court of competent jurisdiction as set forth in Section 5.5(a) to obtain an interim remedy, such as but not limited to, injunctive relief or writ of possession, or additional or supplemental remedies, in each case before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of the Collateral Agent to resort to arbitration.

[SIGNATURE PAGES FOLLOW]

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

Soboba Band of Luiseño Indians

By: Scott Cozart  
Name: Scott Cozart  
Title: Tribal Chairman

Address for notices:

Soboba Band of Luiseño Indians  
23906 Soboba Road  
San Jacinto, CA 92583  
Attention: Ruben DeLosSantos

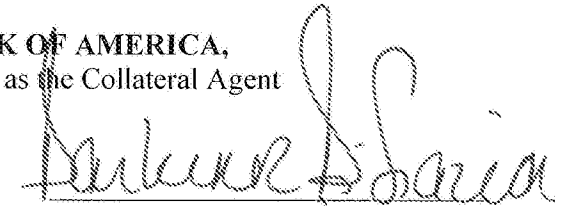
Telephone: (951) 654-5544  
Facsimile: (951) 487-7730

BANK OF AMERICA,  
N.A., as the Collateral Agent

By:

Name:

Title:

  
Darleen R DiGrazia  
Vice President

**SCHEDULE 1  
to Intellectual Property  
Security Agreement**

**COPYRIGHTS**

None.

**COPYRIGHT LICENSES**

None.

**PATENTS**

None.

**PATENT LICENSES**

None.

**TRADEMARKS**

<u>Name of Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>
Soboba Band of Luiseño Indians	Soboba	United States of America	4677575

**TRADEMARK LICENSES**

None

**TRADE SECRET LICENSES**

None.

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419301

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
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<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	900 W. Trade St.		
<b>Internal Address:</b>	NC1-026-06-03		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: <del>NORTH CAROLINA</del> UNITED STATES		
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<b>Email:</b>	jcravitz@sheppardmullin.com		
<b>Correspondent Name:</b>	Sheppard, Mullin, Richter & Hampton LLP		
<b>Address Line 1:</b>	333 S. Hope St., 43rd Floor		
<b>Address Line 2:</b>	Attn: J. Cravitz		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90071		
<b>ATTORNEY DOCKET NUMBER:</b>	0BN1-244963		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	03/10/2017		
<b>Total Attachments: 12</b>			
source=IPSA#page1.tif			
source=IPSA#page2.tif			

CH \$40.00 4677575