

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seminole Tribe of Florida, Inc.		09/29/2017	Federally-Recognized Indian Tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Administrative Agent		
Street Address:	200 East Las Olas Blvd.		
City:	Fort Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	Chartered Bank: OHIO		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85982864	SEMINOLE PRIDE	
Serial Number:	85980664	SEMINOLE PRIDE	
Serial Number:	86219853	OWV	
Serial Number:	89001000	SEMINOLE TRIBE OF FLORIDA, INC. IN GOD W	
Serial Number:	85982569	NATURALLY NATIVE	
Serial Number:	89001885	SEMINOLE TRIBE OF FLORIDA, INC. IN GOD W	
CORRESPONDENCE DATA			
Fax Number:	3122633600		
<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:	3122633600		
Email:	maureen.drews@hklaw.com, maria.metropulos@hklaw.com		
Correspondent Name:	Maria Metropulos		
Address Line 1:	Holland & Knight LLP		
Address Line 2:	131 S, Dearborn St. 30th Fl.		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Maria Metropulos		
SIGNATURE:	/Maria Metropulos/		
DATE SIGNED:	10/06/2017		

OP \$165.00 85982864

Total Attachments: 5

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SECURITY INTEREST GRANT
INTELLECTUAL PROPERTY

This SECURITY INTEREST GRANT INTELLECTUAL PROPERTY (the "Agreement"), dated as of September 29, 2017, by and among **SEMINOLE TRIBE OF FLORIDA, INC.**, a Federal corporation as defined by Section 17 of the Indian Reorganization Act of June 18, 1934 (the "Grantor") in favor of **FIFTH THIRD BANK**, an Ohio banking corporation, as Administrative Agent (in such capacity, together with any successors and assigns, the "Grantee") for the benefit of the Secured Parties.

STATEMENT OF PURPOSE:

A. The Grantor has requested that the Grantee and the other Secured Parties from time to time extend credit or otherwise make financial accommodations available to or for the account of the Grantor, including, without limitation, pursuant to the terms of that certain Credit Agreement dated as of even date herewith (as amended, modified or amended and restated from time to time, the "Credit Agreement"), among the Borrower, the financial institutions from time to time party thereto as lenders (the "Lenders") and Grantee as Administrative Agent for the Lenders. Capitalized terms used herein but not otherwise defined shall have the meanings given such terms in the Credit Agreement.

B. The Grantor has granted the Grantee and the other Secured Parties a security interest in certain Collateral (as defined in the Security Agreement (as defined hereinafter)) pursuant to the terms and conditions of that certain Security Agreement dated as of even date herewith (the "Security Agreement") by and among Grantor, Grantee and certain other parties thereto.

C. The Grantor, with offices at 6300 Stirling Road, Suite 325, Hollywood, Florida 33024, has adopted, used and is using, and holds all right, title and interest in and to the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks").

D. The Grantor has entered into and is a party to those certain license agreements listed on the annexed Schedule A (the "Licenses").

E. Pursuant to the Credit Agreement and the Security Agreement, Grantor has granted to Grantee, for the benefit of Grantee and the other Secured Parties, a continuing security interest in all right, title and interest in all assets of Grantor, which assets include the Trademark, the Licenses and all other trademarks, service marks, trademark licenses and service mark licenses, and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and to induce the Grantee and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Extensions

of Credit to the Grantor thereunder, Grantor hereby agrees with the Grantee, for the benefit of the Secured Parties, as follows:

SECTION 1. Grant of Security Interest.

a. Grantor hereby grants to Grantee, for the benefit of Grantee and the other Secured Parties, a continuing security interest in the IP Collateral of Grantor, including, without limitation, the Trademarks and Licenses, to secure the prompt payment, performance and observance of the Secured Obligations.

b. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 2. Waiver of Sovereign Immunity; Governing Law; Jurisdiction; Venue; Service of Process; Waiver of Jury Trial.

a. **WAIVER OF SOVEREIGN IMMUNITY.** NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF GRANTOR'S SOVEREIGN IMMUNITY (AND ANY DEFENSE BASED THEREON), EXCEPT THAT GRANTOR HEREBY GRANTS A LIMITED WAIVER OF ITS SOVEREIGN IMMUNITY FOR THE SOLE BENEFIT OF THE GRANTEE AND THE LENDERS AND ANY INDEMNIFIED PARTY, FROM ACTIONS, CLAIMS OR SUITS BY THE GRANTEE, A LENDER OR ANY INDEMNIFIED PARTY AGAINST ANY CREDIT PARTY ARISING DIRECTLY FROM, OR RELATED TO THIS AGREEMENT, THE CREDIT AGREEMENT, ANY NOTE, ANY SECURITY DOCUMENT OR ANY OTHER LOAN DOCUMENT OR OTHERWISE IN CONNECTION WITH THE OBLIGATIONS AND RECOURSE TO AND TO THE LEVY OF ANY JUDGMENT, LIEN OR ATTACHMENT UPON THE COLLATERAL.

b. **Governing Law.** This Agreement, the Credit Agreement and the other Loan Documents and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement, the Credit Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Florida.

c. **Submission to Jurisdiction.** Grantor irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind or description, whether in law or equity, whether in contract or in tort or otherwise, against the Grantee, any Lender, the Issuing Lender or any Related Party of the foregoing in any way relating to this Agreement, the Credit Agreement or any other Loan Document or the transactions relating hereto or thereto, in any forum other than the courts of the State of Florida sitting in Broward County, and of the United States District Court of the Southern District of Florida and the courts of any other State which may have jurisdiction over the subject matter as to any property located in such State, and any appellate court from any thereof, and each of the parties hereto irrevocably and unconditionally submits and consents to the jurisdiction of such courts and agrees that all claims in respect of any such action, litigation or proceeding relating to the Loan Documents and any future amendment to any such Loan Documents may be heard and determined in such Florida State court or such other State Court having jurisdiction over the subject matter as to any property located in such State or, to the fullest extent permitted by Applicable Law, in such federal court. Each of the parties hereto agrees

that a final judgment in any such action, litigation 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. Nothing in this Agreement or in any other Loan Document shall affect any right that the Grantee, any Lender or the Issuing Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against Grantor or its properties in the courts of any jurisdiction.

d. Waiver of Venue. Grantor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement, the Credit Agreement or any other Loan Document in any court referred to in paragraph (c) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

e. Effective of Judgement. Without in any way limiting the generality of the foregoing, Grantor expressly authorizes any Governmental Authority that has the right and duty under Applicable Law to take any and all action authorized or ordered by any court of competent jurisdiction, including entering the reservation of the Seminole Tribe of Florida in giving effect to any judgment rendered.

f. Waiver of Exhaustion of Tribal Remedies. Grantor expressly waives, to the fullest extent it may legally and effectively do so, any right it may otherwise have to require any suit, arbitration, legal process or enforcement proceeding to be considered or heard in any tribal court, council or forum of the Seminole Tribe of Florida, now or hereafter existing, whether because of the doctrine of exhaustion of tribal remedies or as a matter of comity or abstention.

g. Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

h. Waiver of Jury Trial. EACH PARTY HERETO 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 ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (i) 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 (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Security Interest Grant Intellectual Property to be duly executed by its duly authorized, as of the day and year first written above.

SEMINOLE TRIBE OF FLORIDA, INC., as Grantor

By: *Mitchell Cypress*
Name: Mitchell Cypress
Title: President

STATE OF FL

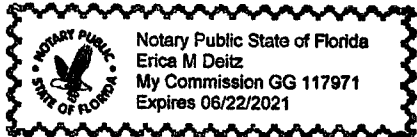
COUNTY OF Broward

On this 24 day of 2017, 2017, before me, Mitchell Cypress, the President of Seminole Tribe of Florida, Inc., personally appeared Mitchell Cypress who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her/his authorized capacity and that by her/his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Notary Seal)



Erica M Deitz
Signature of Notary Public

SCHEDULE A
TRADEMARKS/SERVICE MARKS

Trademarks/Service Marks Applications and Registrations

<u>Mark</u>	<u>Country</u>	<u>Serial No./Reg. No</u>	<u>App. Date/Reg. Date</u>
The BOL*	U.S.	87381292	March 22, 2017 (filing date)
Seminole Pride	U.S.	85982864	June 23, 2015
Seminole Pride	U.S.	85980664	January 28, 2014
OWV	U.S.	86219853	August 4, 2015
SEMINOLE TRIBE OF FLORIDA, INC. IN GOD WE TRUST	U.S.	89001885 (insignia)	June 19, 2014 (filing date)
SEMINOLE TRIBE OF FLORIDA, INC. IN GOD WE TRUST	U.S.	89001000 (insignia)	May 3, 2014
NATURALLY NATIVE	U.S.	85982569	June 23, 2015

* Grantor owns this Mark as co-owner with BOL Management Group, LLC.

Licenses

<u>Description of License Agreement</u>	<u>Company/Subsidiary</u>
Seminole Pride mark licensed to Sun Orchard	Seminole Tribe of Florida, Inc., as licensor Sun Orchard, LLC, as licensee
BOL mark licensed to Seminole Tribe of Florida for Coconut Creek Casino Restaurant	Seminole Tribe of Florida, Inc., as licensor Seminole Tribe of Florida, as licensee

** BOL Management Group, LLC is a co-licensor with Grantor.