

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460788

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Downstream Development Authority Of The Quapaw Tribe of Oklahoma (O-Gah-Pah)		02/01/2018	Corporation:
RECEIVING PARTY DATA			
Name:	International Bank of Commerce		
Street Address:	3817 N.W. Expressway, Suite 100		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73112		
Entity Type:	Corporation: OKLAHOMA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3437462	DOWNSTREAM CASINO RESORT	
Registration Number:	3628428	HECKATON GIFT SHOP	
Registration Number:	3628429	SPRING RIVER BUFFET	
Registration Number:	3632788	DEVILS PROMENADE	
Registration Number:	4347944	NÉE SPA	
Registration Number:	3899659	Q CLUB CARD	
CORRESPONDENCE DATA			
Fax Number:	9185954990		
<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:	918-595-4963		
Email:	iplaw@gablelaw.com		
Correspondent Name:	Alicia J. Edwards, Gable Gotwals		
Address Line 1:	100 West 5th Street, 1100 ONEOK Plaza		
Address Line 4:	TULSA, OKLAHOMA 74103		
ATTORNEY DOCKET NUMBER:	004002-00147		
NAME OF SUBMITTER:	ALICIA J. EDWARDS		

CH \$165.00 3437462

SIGNATURE:	/Alicia J. Edwards/
DATE SIGNED:	02/05/2018
Total Attachments: 6 source=securityagreement#page1.tif source=securityagreement#page2.tif source=securityagreement#page3.tif source=securityagreement#page4.tif source=securityagreement#page5.tif source=securityagreement#page6.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, and pursuant to the Security Agreement dated as of February 1, 2018 (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"), the other grantors from time to time party thereto, and INTERNATIONAL BANK OF COMMERCE, as Administrative Agent, Lender, and 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, or in which or to which Grantor has any rights in the following, 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 (as defined in the Security Agreement) 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 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 Obligations (as defined in the Security Agreement) of the Grantor. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute,

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**TRADEMARK
REEL: 006265 FRAME: 0272**

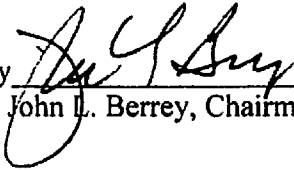
acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

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.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 1st
day of February, 2018.

**DOWNSTREAM DEVELOPMENT
AUTHORITY OF THE QUAPAW TRIBE OF
OKLAHOMA (O-GAH-PAH),**
as Grantor

By 
John L. Berrey, Chairman

[Signature Page – Grant of Security Interest in United States Trademarks]

**TRADEMARK
REEL: 006265 FRAME: 0274**

INTERNATIONAL BANK OF COMMERCE,
as Administrative Agent, Lender and
Collateral Agent

By





Andrew J. Levinson, President – Tulsa

[Signature Page – Grant of Security Interest in United States Trademarks]

TRADEMARK
REEL: 006265 FRAME: 0275

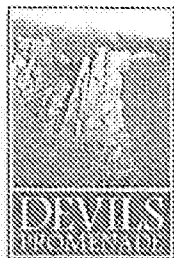
SCHEDULE A

<u>Owner</u>	<u>Marks</u>	<u>Country</u>	<u>Status (Registered or Pending)</u>	<u>Registration/ Application No.</u>
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	DOWNSTREAM CASINO RESORT	United States	Registered	3,437,462
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	3,628,428
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	3,628,429

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(1)

The
Downstream
Development
Authority of
the Quapaw
Tribe of
Oklahoma
(O-Gah-Pah)



United
States

Registered

3,632,788

The
Downstream
Development
Authority of
the Quapaw
Tribe of
Oklahoma
(O-Gah-Pah)

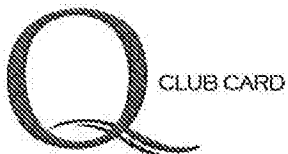


United
States

Registered

4,347,944

The
Downstream
Development
Authority of
the Quapaw
Tribe of
Oklahoma
(O-Gah-Pah)



United
States

Registered

3,899,659