

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM479744

<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>
LAKE OF THE TORCHES FEDERAL DEVELOPMENT CORPORATION		06/27/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CIT BANK, N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	One CIT Drive		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<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>	2496339	LAKE OF THE TORCHES	
<b>Registration Number:</b>	2496340	LAKE OF THE TORCHES	
<b>Registration Number:</b>	2863289	WOODLANDS OASIS	
<b>Registration Number:</b>	4103354	P.E.R.K.S.	
<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>	21CT-269361		
<b>NAME OF SUBMITTER:</b>	Julie Cravitz		
<b>SIGNATURE:</b>	/julie cravitz/		
<b>DATE SIGNED:</b>	06/27/2018		

CH \$115.00 2496339

**Total Attachments: 4**

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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of June 27, 2018, is executed by LAKE OF THE TORCHES FEDERAL DEVELOPMENT CORPORATION, a federally chartered corporation pursuant to 25 U.S.C. §5124 (the "Debtor"), in favor of CIT BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Loan Agreement referred to below).

A. Pursuant to that certain Loan Agreement, dated of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"), by and among the Debtor, the lenders party thereto from time to time (collectively, the "Lenders") and CIT Bank, N.A., as administrative agent, the Lenders have agreed to extend loans to the Debtor upon the terms and subject to the conditions set forth therein.

B. The Debtor has adopted, used and is using, or has a bona fide intention to use, the trademarks, more particularly described on Schedules 1-A and 1-B 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 Debtor has entered into that certain Security Agreement, dated of even date herewith (as the same may be amended, modified, supplemented or restated from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties.

D. Pursuant to the Security Agreement, the Debtor has granted to the Collateral Agent a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists 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 "Trademark 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 Debtor does hereby further grant to the Collateral Agent a security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark 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.

Address for Notices to the Collateral Agent:

CIT Bank, N.A.  
One CIT Drive

Livingston, NJ 07039  
Attention: Group Portfolio Manager – CME  
Facsimile: (973) 740-5721

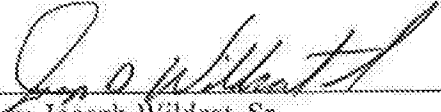
With a copy to:

CIT Bank, N.A.  
One CIT Drive  
Livingston, NJ 07039  
Attention: Legal Department, Legal Counsel – CME  
Facsimile: (973) 740-5721

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IN WITNESS WHEREOF, the Debtor has caused this Grant of Security Interest to be executed as of the day and year first above written.

**LAKE OF THE TORCHES FEDERAL  
DEVELOPMENT CORPORATION**

By:   
Name: Joseph Wildcat, Sr.  
Title: President

SCHEDULE 1-A AND 1-B TO GRANT OF SECURITY INTEREST

TRADEMARKS AND TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
WOODLANDS OASIS	76404141	5/7/2002	2863289	7/13/2004
LAKE OF THE TORCHES	76179737	12/12/2000	2496339	10/9/2001
LAKE OF THE TORCHES	76179742	12/12/2000	2496340	10/9/2001
P.E.R.K.S.	85382183	7/27/2011	4103354	2/21/2012