

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seneca Gaming Corporation		12/28/2018	a tribally chartered corporation of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES
Seneca Niagara Falls Gaming Corporation		12/28/2018	a tribally chartered corporation of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES
Seneca Erie Gaming Corporation		12/28/2018	a tribally chartered corporation of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES
Seneca Territory Gaming Corporation		12/28/2018	a tribally chartered corporation of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES
Lewiston Golf Course Corporation		12/28/2018	a tribally chartered corporation of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Collateral Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	3141025	BEAR'S DEN	
Registration Number:	4670059	BLUES BURGER BAR	

OP \$865.00 3141025

Property Type	Number	Word Mark
Registration Number:	4565154	BUFFALO SAVORS GRILL
Registration Number:	5243098	EXIT 6
Registration Number:	4487324	IPLAYSENECA.COM
Registration Number:	3436818	PATRIA
Registration Number:	3436819	PATRIA FINE ITALIAN CUISINE
Registration Number:	4161438	SENECA
Registration Number:	3451220	SENECA ALLEGANY CASINO & HOTEL
Registration Number:	3457952	SENECA ALLEGANY CASINO & HOTEL
Registration Number:	4197248	SENECA ALLEGANY CASINO & HOTEL
Registration Number:	4653019	SENECA ALLEGANY RESORT & CASINO
Registration Number:	4649365	SENECA ALLEGANY RESORT & CASINO
Registration Number:	3596671	SENECA BUFFALO CREEK CASINO
Registration Number:	4124799	SENECA BUFFALO CREEK CASINO
Registration Number:	4653020	SENECA BUFFALO CREEK CASINO
Registration Number:	4306841	SENECA CASINOS
Registration Number:	3552191	SENECA GAMING CORPORATION
Registration Number:	5508719	SENECA GAMING CORPORATION
Registration Number:	5508723	SENECA GAMING CORPORATION
Registration Number:	4819572	SENECA HICKORY STICK GOLF
Registration Number:	4814584	SENECA HICKORY STICK GOLF
Registration Number:	3457950	SENECA NIAGARA CASINO & HOTEL
Registration Number:	4121950	SENECA NIAGARA CASINO & HOTEL
Registration Number:	4649364	SENECA NIAGARA RESORT & CASINO
Registration Number:	4653018	SENECA NIAGARA RESORT & CASINO
Registration Number:	4649363	SENECA RESORTS & CASINOS
Registration Number:	4712648	SENECA RESORTS & CASINOS
Registration Number:	5188350	SOCIAL CLUB BY SENECA
Registration Number:	3609141	THE SENECA CAFÉ
Registration Number:	3081363	THE WESTERN DOOR
Registration Number:	3019501	THE WESTERN DOOR A SENECA STEAKHOUSE
Registration Number:	3131797	THUNDER MOUNTAIN BUFFET
Registration Number:	3141024	TURTLE ISLAND

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 063435-0001

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/ Angela M. Amaru

DATE SIGNED: 12/28/2018

Total Attachments: 15

source=Seneca - IP Security Agreement EXECUTED#page1.tif
source=Seneca - IP Security Agreement EXECUTED#page2.tif
source=Seneca - IP Security Agreement EXECUTED#page3.tif
source=Seneca - IP Security Agreement EXECUTED#page4.tif
source=Seneca - IP Security Agreement EXECUTED#page5.tif
source=Seneca - IP Security Agreement EXECUTED#page6.tif
source=Seneca - IP Security Agreement EXECUTED#page7.tif
source=Seneca - IP Security Agreement EXECUTED#page8.tif
source=Seneca - IP Security Agreement EXECUTED#page9.tif
source=Seneca - IP Security Agreement EXECUTED#page10.tif
source=Seneca - IP Security Agreement EXECUTED#page11.tif
source=Seneca - IP Security Agreement EXECUTED#page12.tif
source=Seneca - IP Security Agreement EXECUTED#page13.tif
source=Seneca - IP Security Agreement EXECUTED#page14.tif
source=Seneca - IP Security Agreement EXECUTED#page15.tif

**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 28, 2018 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by (a) SENECA GAMING CORPORATION (the “Borrower”), a governmental instrumentality of the Seneca Nation of Indians, a Native American sovereign nation and (b) EACH OF THE AFFILIATES OF THE BORROWER PARTY HERETO (collectively (and including the Borrower), the “Grantors”) in favor of FIFTH THIRD BANK, as Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”).

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, supplemented, or otherwise modified 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.

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 Intellectual Property Security 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, whether arising under United States, Nation, 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 and all other confidential or proprietary information and know-how whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such Trade Secret, 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 Collateral.

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 Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security 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 Intellectual Property Security 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 Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTORS, THE COLLATERAL AGENT AND THE SECURED PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK).

SECTION 6. 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 INTELLECTUAL PROPERTY SECURITY 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 (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 INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7. INDIAN LAW PROVISIONS

7.1 Limited Waiver of Sovereign Immunity

(a) *Retention of Sovereign Immunity.* By executing this Intellectual Property Security Agreement, the Grantors do not waive, limit or modify their sovereign immunity from unconsented suit or judicial litigation, except as provided for below in this Section 7.

(b) *Grant of Waiver; Consent to Suit and Arbitration.* Subject to the limitations contained in this Section 7, each Grantor hereby expressly and irrevocably grants to the Collateral Agent and the Secured Parties, together with their permitted successors and assigns, and to those persons covered by the indemnification provisions of the Credit Agreement, their heirs, permitted successors and assigns (each, a "Claimant"), an irrevocable limited waiver of such Grantor's sovereign immunity from unconsented suit or other legal proceedings of any nature (including arbitration and interim and provisional proceedings) with respect to any action, suit, proceeding or counterclaim, whether based on contract, tort or otherwise, including any action commenced under the Indian Civil Rights Act (25 U.S.C. §1301 et. Seq.), concerning any claim, dispute, or controversy (each, a "Claim") arising out of or related to this Intellectual Property Security Agreement, the Loan Documents or the transactions contemplated hereby, whether arising in law or in equity (the foregoing waiver being referred to as the "Limited Waiver"), and expressly and irrevocably consent to suit and arbitration with respect to any such Claim.

(c) *Procedural Requirements.* The Limited Waiver is effective as to a Claim if, and only if, each and every one of the following conditions is met:

(i) the Claim is made by a Claimant and not by any other person whatsoever;

(ii) the Claim alleges a breach by any Grantor of one or more of the specific obligations or duties expressly set forth under the terms of this Intellectual Property Security Agreement or any other Loan Document or a specific right otherwise available to the Claimant at law or in equity arising out of or relating to this Intellectual Property Security Agreement;

(iii) the Claim seeks (a) payment of a specified sum, some specific action, or discontinuance of some action, by any Grantor to bring such Grantor into full compliance with its duties and obligations expressly set forth under this Intellectual Property Security Agreement or to permit relief under other principles of law or equity; or (b) money

damages for noncompliance with the terms and provisions of this Intellectual Property Security Agreement or for any other reason related to or arising hereunder, provided, however, that the property, assets or funds specifically pledged and assigned and subject to levy, execution or judicial process to satisfy any judgment against any Grantor pursuant to the Limited Waiver shall include, to the extent lawful under federal law, but be limited to, the personal property of the Grantors;

(iv) exclusive of any Claim for provisional or interim relief, the Claim shall have been made in writing to such Grantor, stating the specific relief sought, and such Grantor shall have seven (7) calendar days to provide such relief before judicial proceedings may be instituted, provided, however, that this cure period may be extended for non-monetary matters for an additional 14 calendar days so long as such Grantor is making good faith efforts to cure the alleged breach or non-performance; and

(v) with respect to any Claim authorized herein, initial suit, as authorized herein, shall be commenced within the later of three (3) years after the claim accrues or is discovered upon the exercise of due diligence, or such claim shall be forever barred. The Limited Waiver granted herein shall commence on the date of this Intellectual Property Security Agreement and shall continue for three (3) years following the date of the termination of this Intellectual Property Security Agreement, except that the waiver shall remain effective for any proceedings then pending, and all appeals therefrom.

(d) *Recipient of Waiver.* The recipients of the benefit of this irrevocable waiver of sovereign immunity are limited to Claimants.

(e) *Governing Law.* Any dispute under this Agreement shall be governed by the laws described in Section 5.

(f) *Consent to Jurisdiction.* Subject to the terms of the Limited Waiver, each Grantor expressly and irrevocably waives its sovereign immunity from a judgment or order consistent with the terms and provisions of the Limited Waiver, and consents to the jurisdiction of, to be sued in and to accept and be bound by any order or judgment of any of the United States District Courts for New York or the New York State Supreme Court, any federal or state court having appellate jurisdiction thereover (collectively, "New York Forums"), and, to the extent consistent with this Intellectual Property Security Agreement, each Nation Forum defined below, all to the extent consistent with the terms and provisions of the Limited Waiver. Subject to the terms of the Limited Waiver, each Grantor waives its sovereign immunity as to an action by any Claimant in any of the New York Forums, and, to the extent consistent with this Intellectual Property Security Agreement, each Nation Forum, seeking injunctive and/or declaratory relief against any Grantor based upon an attempt by any Grantor to revoke or

limit in whole or in part the Limited Waiver, and as to enforcement in said New York Forums or Nation Forums of any such final judgment against any Grantor.

(g) *Additional Waivers.* Subject to the terms of the Limited Waiver, each Grantor hereby expressly and irrevocably waives:

(i) its rights to have any Claim heard in any forum other than New York Forums, whether or not such forum now exists or is hereafter created including, without limitation, any court or other tribunal, form, council, or adjudicative body of the Nation (each, a “Nation Forum”);

(ii) any claim or right which it may possess to the exercise of jurisdiction by any Nation Forum, including, without limitation, any determination that any Nation Forum has jurisdiction over any such dispute, controversy, suit, action or proceeding or jurisdiction to determine the scope of such Nation Forum’s jurisdiction;

(iii) any claim or right to assert that a requirement may exist for exhaustion of any remedies available in any Nation Forum prior to the commencement of any dispute, controversy, suit, action or proceeding in any state or federal court even if any such Nation Forum would have concurrent jurisdiction over any such dispute, controversy, suit, action or proceeding but for the Limited Waiver;

(iv) its sovereign immunity as to the action of the Collateral Agent or any Secured Party in any of the New York Forums or, to the extent consistent with this Intellectual Property Security Agreement, seeking injunctive and/or declaratory relief against any Grantor based upon an attempt by it to revoke or limit in whole or in part the Limited Waiver; and

(v) its sovereign immunity from a judgment or order (including any appellate judgment or other order) and post-judgment proceedings supplemental thereto consistent with the terms and provisions of the Limited Waiver, which is final because either the time for appeal thereof has expired or the judgment or order is issued by the court having final jurisdiction over the matter.

(h) *No Revocation of Sovereign Immunity Waiver.* Each Grantor agrees not to revoke or limit, in whole or in part, the Limited Waiver contained in this Intellectual Property Security Agreement, and forever releases and waives its rights to so revoke or limit the Limited Waiver. In the event of any attempted limitation or revocation in whole or in part of the Limited Waiver, any Claimant may immediately seek judicial injunctive relief as provided in this Intellectual Property Security Agreement in any New York Forum, or, to the extent consistent with this Intellectual Property

Security Agreement, any Nation Forum, and each Grantor expressly consents to the jurisdiction of, and agrees to be bound by any order or judgment of such forums.

7.2 Dispute Resolution.

(a) *Arbitration.* If, and only if, a dispute arises between the parties over a Claim subject to the Limited Waiver (the “Dispute”), and neither the United States District Courts for New York nor the New York State Supreme Court can or is willing to hear the Dispute, then any party may request binding arbitration of the Dispute in accordance with the procedures set forth herein. To initiate binding arbitration of a Dispute, a party shall notify the other parties in writing. The Dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. One arbitrator shall preside and shall be selected by the American Arbitration Association.

(b) *Restraining Order/Preliminary Injunction.* Any party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the dispute resolution proceedings.

(c) *Confidentiality.* None of the parties nor the arbitrator may disclose the existence or results of any arbitration hereunder, which shall be considered confidential to the parties, except:

(i) with the express prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed;

(ii) as required by applicable law, the rules of any relevant stock exchange or requirement of any lender, by order or decree of a court or other governmental authority having jurisdiction over such party, or in connection with such party’s enforcement of any rights it may have at law or in equity;

(iii) on a “need to know” basis to persons within or outside such party’s organization, such as attorneys, accountants, bankers, financial advisors and other consultants; or

(iv) after such information has become publicly available without breach of this Intellectual Property Security Agreement.

(d) *Fees and Costs.* In the event of arbitration, the prevailing party shall be entitled to all of its costs, including reasonable attorneys’ fees and costs and expenses, from the nonprevailing party.

(e) *Location of Arbitration.* The arbitration shall take place in New York, New York or such other place as the parties may jointly agree. The arbitrator shall render an award within forty-five (45) days from the conclusion of the arbitration.

(f) *Enforcement of Arbitration Decisions.* The decision of the arbitrator will be final and binding and enforced with the same force and effect as a decree of a court having competent jurisdiction. For this purpose, should the losing party in any arbitration proceeding pursuant to this Limited Waiver and agreement refuse to abide by the decision of the arbitrator, the prevailing party may apply to any of the United States District Courts for New York, the New York State Supreme Court or a Nation Forum having jurisdiction to compel enforcement of the arbitrator's award resulting from binding arbitration and each party hereto consents to the jurisdiction of each such court for this purpose. Subject to the terms of the Limited Waiver, each Grantor hereby expressly and irrevocably waives its sovereign immunity with respect to the entry of judgment on, and enforcement of, such award by such forums.

7.3 Service of Process.

(a) *Designation of Service Recipients.* In any legal action or proceeding as to which any Grantor has waived its sovereign immunity as provided herein, each Grantor consents and agrees that process against such person shall be effective if served:

(i) On the Chairman of any Grantor; and

(ii) By sending two copies of the process by registered or certified mail to the General Counsel of any Grantor (if any) at the address set forth on Schedule 11.02 of the Credit Agreement.

(b) *Appointment Irrevocable.* Each Grantor irrevocably appoints each of the persons in the foregoing clauses and their respective successors in said offices from time to time, as agent for service of process made in accordance herewith.

7.4 Management Activities. Notwithstanding any provision in any Loan Document, neither the Collateral Agent, any Secured Party, nor any Person acting on their behalf shall engage in any of the following: managing planning, organizing, directing, coordinating, or controlling all or any portion of any Grantor's gaming operations (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 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 any Grantor's operating expenses;

provided, however, that the Collateral Agent or any Secured Party will not be in violation of the foregoing restriction solely because such party:

(i) enforces compliance with any term in any 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) requires that all or any portion of the revenues securing the obligations be applied to satisfy the valid terms of the Loan Documents; or

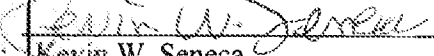
(iii) otherwise forecloses on all or any portion of the property securing the Loans.

7.5 Section 81 Compliance. Notwithstanding any right of the Collateral Agent or any Lender in any Loan Document, or any requirements or restrictions imposed on any Grantor in any Loan 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.

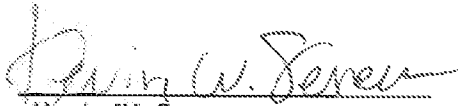
[SIGNATURE PAGES FOLLOW]

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

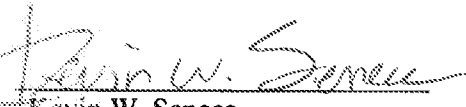
SENECA GAMING CORPORATION

By: 
Name: Kevin W. Seneca
Title: Vice Chairman of the Board of Directors

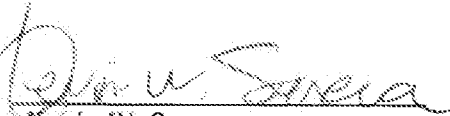
SENECA NIAGARA FALLS GAMING CORPORATION

By: 
Name: Kevin W. Seneca
Title: Vice Chairman of the Board of Directors

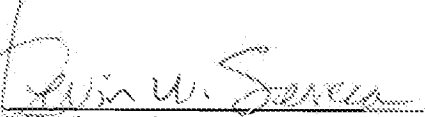
SENECA ERIE GAMING CORPORATION

By: 
Name: Kevin W. Seneca
Title: Vice Chairman of the Board of Directors

SENECA TERRITORY GAMING CORPORATION


By: 
Name: Kevin W. Seneca
Title: Vice Chairman of the Board of Directors

LEWISTON GOLF COURSE CORPORATION

By: 
Name: Kevin W. Seneca
Title: Vice Chairman of the Board of Directors

[Signature Page to Intellectual Property Security Agreement]

FIFTH THIRD BANK,
as the Collateral Agent

By: 
Name: Nathaniel Evert
Title: Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 006511 FRAME: 0413

SCHEDULE 1
to Intellectual Property
Security Agreement

COPYRIGHTS

None.

COPYRIGHT LICENSES

None.



PATENTS

None.

PATENT LICENSES

None.

TRADEMARKS


	Mark	International Class(es)	Application No Filing Date	Registration No. Registration Date
United States	BEAR'S DEN	41	76647288 22-SEP-2005	3141025 12-SEP-2006
United States	BLUES BURGER BAR 	43	86184758 05-FEB-2014	4670059 13-JAN-2015
United States	BUFFALO SAVORS GRILL	43	85878414 18-MAR-2013	4565154 08-JUL-2014
United States	EXIT 6	35	87287589 03-JAN-2017	5243098 11-JUL-2017
United States	IPLAYSENECA.COM	41	85837564 31-JAN-2013	4487324 25-FEB-2014
United States	PATRIA	43	77038332 07-NOV-2006	3436818 27-MAY-2008
United States	PATRIA FINE ITALIAN CUISINE 	43	77038333 07-NOV-2006	3436819 27-MAY-2008

	Mark	International Class(es)	Application No Filing Date	Registration No. Registration Date
United States	SENECA 	35, 41, 43	85514869 12-JAN-2012	4161438 19-JUN-2012
United States	SENECA ALLEGANY CASINO & HOTEL	35, 41, 43	78881172 11-MAY-2006	3451220 17-JUN-2008
United States	SENECA ALLEGANY CASINO & HOTEL 	43, 44	77377077 22-JAN-2008	3457952 01-JUL-2008
United States	SENECA ALLEGANY CASINO & HOTEL	41, 44	85441601 07-OCT-2011	4197248 28-AUG-2012
United States	SENECA ALLEGANY RESORT & CASINO	35, 41, 43, 44	86342960 21-JUL-2014	4653019 09-DEC-2014
United States	SENECA ALLEGANY RESORT & CASINO 	35, 41, 43, 44	86343039 21-JUL-2014	4649365 02-DEC-2014
United States	SENECA BUFFALO CREEK CASINO	41	78875181 03-MAY-2006	3596671 24-MAR-2009
United States	SENECA BUFFALO CREEK CASINO 	41, 43	85363058 05-JUL-2011	4124799 10-APR-2012
United States	SENECA BUFFALO CREEK CASINO 	41, 43	86343256 21-JUL-2014	4653020 09-DEC-2014
United States	SENECA CASINOS	41, 43, 44	85702853 14-AUG-2012	4306841 19-MAR-2013
United States	SENECA GAMING CORPORATION 	35, 41, 43	78980721 27-FEB-2006	3552191 23-DEC-2008
United States	SENECA GAMING CORPORATION	35, 41, 43	87798901 15-FEB-2018	5508719 03-JUL-2018

SCHEDULE 1 - 2
INTELLECTUAL PROPERTY SECURITY AGREEMENT

US-DOCS\103998668.6

TRADEMARK
REEL: 006511 FRAME: 0415

	Mark	International Class(es)	Application No Filing Date	Registration No. Registration Date
United States	SENECA GAMING CORPORATION 	35, 41, 43	87800108 16-FEB-2018	5508723 03-JUL-2018
United States	SENECA HICKORY STICK GOLF 	35, 41, 43	86402266 22-SEP-2014	4819572 22-SEP-2015
United States	SENECA HICKORY STICK GOLF 	35, 41, 43	86402321 22-SEP-2014	4814584 15-SEP-2015
United States	SENECA NIAGARA CASINO & HOTEL 	35, 41, 43, 44	77377068 22-JAN-2008	3457950 01-JUL-2008
United States	SENECA NIAGARA CASINO & HOTEL 	35, 41, 43, 44	85441716 07-OCT-2011	4121950 03-APR-2012
United States	SENECA NIAGARA RESORT & CASINO 	35, 41, 43, 44	86342707 21-JUL-2014	4649364 02-DEC-2014
United States	SENECA NIAGARA RESORT & CASINO 	35, 41, 43, 44	86342748 21-JUL-2014	4653018 09-DEC-2014
United States	SENECA RESORTS & CASINOS 	35, 41, 43, 44	86342679 21-JUL-2014	4649363 02-DEC-2014
United States	SENECA RESORTS & CASINOS 	41, 43, 44	86433522 24-OCT-2014	4712648 31-MAR-2015
United States	SOCIAL CLUB BY SENECA 	41	87061830 06-JUN-2016	5188350 18-APR-2017
United States	THE SENECA CAFÉ 	43	77009923 28-SEP-2006	3609141 21-APR-2009
United States	THE WESTERN DOOR 	43	76622725 01-DEC-2004	3081363 18-APR-2006

	Mark	International Class(es)	Application No Filing Date	Registration No. Registration Date
United States	THE WESTERN DOOR A SENECA STEAKHOUSE 	43	76622726 01-DEC-2004	3019501 29-NOV-2005
United States	THUNDER MOUNTAIN BUFFET 	43	76647518 26-SEP-2005	3131797 22-AUG-2006
United States	TURTLE ISLAND	41	76647285 22-SEP-2005	3141024 12-SEP-2006
Canada	IPLAYSENECA.COM		1612887 31-JAN-2013	TMA897310 24-FEB-2015
Canada	SENECA ALLEGANY CASINO & HOTEL		1549895 21-OCT-2011	TMA858119 20-AUG-2013
Canada	SENECA ALLEGANY CASINO & HOTEL & DESIGN 		1549900 21-OCT-2011	TMA849429 25-APR-2013
Canada	SENECA BUFFALO CREEK CASINO		1549897 21-OCT-2011	TMA849423 25-APR-2013
Canada	SENECA BUFFALO CREEK CASINO & DESIGN 		1549896 21-OCT-2011	TMA849422 25-APR-2013
Canada	SENECA CASINOS		1611508 23-JAN-2013	TMA896611 17-FEB-2015

TRADEMARK LICENSES

None.

TRADE SECRETS

None.

TRADE SECRET LICENSES

None.

SCHEDULE 1 - 4
INTELLECTUAL PROPERTY SECURITY AGREEMENT

US-DOCS\103998668.6

RECORDED: 12/28/2018

TRADEMARK
REEL: 006511 FRAME: 0417