

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCI GAMING AUTHORITY		05/31/2019	AN UNINCORPORATED, CHARTERED INSTRUMENTALITY OF THE POARCH BAND OF CREEK INDIANS, A FEDERALLY RECOGNIZED INDIAN TRIBE: UNITED STATES
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	ELEVEN MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	THE CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5258710	FIND YOUR WINNING MOMENT	
Registration Number:	4498251	W	
Registration Number:	4485354	WIND CREEK	
Registration Number:	3643523	WIND CREEK CASINO & HOTEL	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0847		

OP \$115.00 5258710

NAME OF SUBMITTER:	KRISTIN J AZCONA
SIGNATURE:	/KJA/
DATE SIGNED:	05/31/2019
Total Attachments: 10 source=Project Alloy - Intellectual Property Security Agreement Executed#page1.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page2.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page3.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page4.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page5.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page6.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page7.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page8.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page9.tif source=Project Alloy - Intellectual Property Security Agreement Executed#page10.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES INTELLECTUAL PROPERTY**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY (as amended, amended and restated, supplemented or otherwise modified from time to time, this "Confirmatory Grant") is made effective as of May 31, 2019 by and from PCI GAMING AUTHORITY, an unincorporated, chartered instrumentality of THE POARCH BAND OF CREEK INDIANS, a federally recognized Indian tribe ("Borrower"), and THE SUBSIDIARIES OF THE BORROWER PARTY HERETO (collectively, the "Guarantors" and, together with Borrower, the "Grantors") to and in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Borrower, the other Grantors, as subsidiary guarantors, Grantee, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent, the Lenders and certain other financial institutions have entered into that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantors, certain Subsidiaries of Borrower and Grantee have entered into that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantors own the copyrights listed on Exhibit A attached hereto (the "Copyrights"), which Copyrights are pending or registered with the United States Copyright Office (the "USCO").

WHEREAS, the Grantors own the trademarks listed on Exhibit B attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office (the "USPTO").

WHEREAS, the Grantors own the patents listed on Exhibit C attached hereto (the "Patents"), which Patents are pending or registered with the USPTO.

WHEREAS, the Grantors are licensees of the trademarks listed on Exhibit D attached hereto (the "Licensed Trademarks"), and together with the Copyrights, Trademarks and the Patents, the "Intellectual Property"), which Licensed Trademarks are pending or registered with the USPTO.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made by each Grantor to Grantee on behalf of the Secured Parties to secure the satisfactory performance and payment when due of all the Secured Obligations (as defined in the Security Agreement). Upon Payment in Full of the Secured Obligations, Grantee shall promptly execute, acknowledge and deliver to the Grantors, all reasonably requested instruments in writing releasing the security interest in the Intellectual Property acquired under the Security Agreement and this Confirmatory Grant.

(b) In order to secure the payment and performance when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of the Secured Obligations (as defined in the Security Agreement), the Grantors have granted to Grantee for the benefit of the Secured Parties:

(i) With respect to the Copyrights, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Copyrights now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Copyrights and (3) all causes of action arising prior to or after the date hereof for infringement of such Copyrights or unfair competition regarding the same;

(ii) With respect to the Trademarks, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same;

(iii) With respect to the Patents, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or acquired by the Grantors, together with (2) all proceeds of such Patents and (3) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same; and

(iv) With respect to the Licensed Trademarks, a lien on and security interest in (1) all of the Grantors' right, title and interest in and to the trademark registrations and trademark applications under and to the extent set forth in and permitted by the license to the Grantors of such trademark registrations and trademark applications, together with (2) all proceeds thereof.

3) Interpretation. This Confirmatory Grant and any claims, controversies, disputes, or causes of action (whether arising under contract law, tort law or otherwise) based upon or relating to this Confirmatory Grant shall be governed by, and construed in accordance with, the law of the State of New York without giving effect to any choice of law principles that would apply the law of another jurisdiction. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.


4) Recordation. The parties authorize the directors of the USCO and the USPTO to record this Confirmatory Grant.

5) Incorporation by Reference. The provisions of Sections 13.09, 13.21 and 13.22 of the Credit Agreement are hereby incorporated *mutatis mutandis* herein by this reference and shall apply to this Confirmatory Grant as if fully set forth herein.

[Signature Pages Follow]

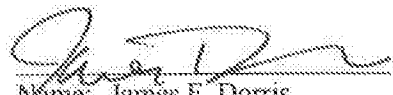
IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

PCI GAMING AUTHORITY,
as a Grantor

By: 
Name: James F. Dorris
Title: President and CEO

WIND CREEK BETHLEHEM LLC
(f/k/a Sands Bethworks Gaming LLC),
as a Grantor

By: PCI Gaming Authority, its sole
managing member

By: 
Name: James F. Dorris
Title: President and CEO

[Signature Page to Confirmatory Grant of Intellectual Property]

TRADEMARK
REEL: 006658 FRAME: 0217

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Grantee

By: _____
Name: Whitney Gaston
Title: Authorized Signatory

By: _____
Name: Komal Shah
Title: Authorized Signatory


[Signature Page to Confirmatory Grant of Intellectual Property]

TRADEMARK
REEL: 006658 FRAME: 0218

Exhibit A
SCHEDULE OF U.S. COPYRIGHTS

None.

Exhibit B
SCHEDULE OF U.S. TRADEMARKS

Trademark	Application Number Application Date	Registration Number Registration Date	Owner
COIL COIL	77550153 8/19/2008	3811510 6/29/2010	SANDS BETHWORKS GAMING LLC
FIND YOUR WINNING MOMENT FIND YOUR WINNING MOMENT	86940387 3/15/2016	5258710 8/08/2017	PCI GAMING AUTHORITY
MOLTEN MOLTEN	77581256 9/29/2008	3747561 2/9/2010	SANDS BETHWORKS GAMING LLC
THE MARKET GOURMET EXPRESS THE MARKET GOURMET EXPRESS	77550163 8/19/2008	3764361 3/23/2010	SANDS BETHWORKS GAMING LLC
W 	86085802 10/08/2013	4498251 3/18/2014	PCI GAMING AUTHORITY
WIND CREEK WIND CREEK	86061732 9/11/2013	4485354 2/18/2014	PCI GAMING AUTHORITY

Trademark	Application Number Application Date	Registration Number Registration Date	Owner
WIND CREEK CASINO & HOTEL <small>WIND CREEK CASINO & HOTEL</small>	77665214 2/6/2009	3643523 6/23/2009	PCI GAMING AUTHORITY

Exhibit C
SCHEDULE OF U.S. PATENTS

Title	Application Number Application Date	Publication Number Publication Date	Owner
DATA INTEGRATION HUB	US15098920A 4/14/2016	US20160307214 10/20/2016	PCI GAMING AUTHORITY

Exhibit D
SCHEDULE OF LICENSED TRADEMARKS

None.