

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530257

|   |   |                            |   |
|---|---|----------------------------|---|
| <b>SUBMISSION TYPE:</b>   | RESUBMISSION  |                            |   |
| <b>NATURE OF CONVEYANCE:</b>  | CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES INTELLECTUAL PROPERTY                        |                            |   |
| <b>RESUBMIT DOCUMENT ID:</b>  | 900500701   |                            |   |
| <b>CONVEYING PARTY DATA</b>   |   |                            |   |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b>      | <b>Entity Type</b>                      |
| WIND CREEK BETHLEHEM LLC  |   | 05/31/2019                 | Limited Liability Company: PENNSYLVANIA |
| <b>RECEIVING PARTY DATA</b>   |   |                            |   |
| <b>Name:</b>  | CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT  |                            |   |
| <b>Street Address:</b>  | ELEVEN MADISON AVENUE   |                            |   |
| <b>City:</b>  | NEW YORK  |                            |   |
| <b>State/Country:</b>   | NEW YORK  |                            |   |
| <b>Postal Code:</b>   | 10010   |                            |   |
| <b>Entity Type:</b>   | THE CAYMAN ISLANDS BRANCH OF A BANK ORGANIZED AND EXISTING UNDER THE LAWS OF SWITZERLAND: SWITZERLAND |                            |   |
| <b>PROPERTY NUMBERS Total: 3</b>  |   |                            |   |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>           |   |
| <b>Registration Number:</b>   | 3811510   | COIL                       |   |
| <b>Registration Number:</b>   | 3747561   | MOLTEN                     |   |
| <b>Registration Number:</b>   | 3764361   | THE MARKET GOURMET EXPRESS |   |
| <b>CORRESPONDENCE DATA</b>  |   |                            |   |
| <b>Fax Number:</b>  | 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> |   |                            |   |
| <b>Email:</b>   | IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM  |                            |   |
| <b>Correspondent Name:</b>  | LATHAM & WATKINS LLP  |                            |   |
| <b>Address Line 1:</b>  | 650 TOWN CENTER DRIVE, 20TH FLOOR   |                            |   |
| <b>Address Line 4:</b>  | COSTA MESA, CALIFORNIA 92626  |                            |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 030786-0847   |                            |   |
| <b>NAME OF SUBMITTER:</b>   | KRISTIN J AZCONA  |                            |   |
| <b>SIGNATURE:</b>   | /KJA/   |                            |   |
| <b>DATE SIGNED:</b>   | 07/02/2019  |                            |   |

**Total Attachments: 10**

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**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]

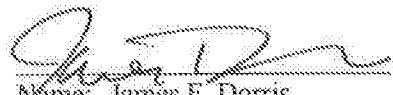
IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Grant effective as of the date first written above.

**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

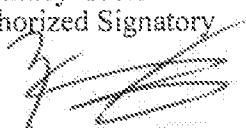
By:   
Name: James F. Dorris  
Title: President and CEO

[Signature Page to Confirmatory Grant of Intellectual Property]

**TRADEMARK**  
**REEL: 006685 FRAME: 0294**

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: 006685 FRAME: 0295**

Exhibit A  
SCHEDULE OF U.S. COPYRIGHTS

None.



Exhibit B  
SCHEDULE OF U.S. TRADEMARKS

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

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

Exhibit C  
SCHEDULE OF U.S. PATENTS

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

Exhibit D  
SCHEDULE OF LICENSED TRADEMARKS

None.