

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567698

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Lummi Tribe of the Lummi Reservation, Washington, AKA the Lummi Nation		03/16/2020	Federally-Recognized Indian Tribe: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	5340 Kietzke Lane, Suite 102		
<b>City:</b>	Reno		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89511		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4490112	RED RIVER CAFE	
<b>Registration Number:</b>	3650241	PIZZANINI	
<b>Registration Number:</b>	3688516	THE BARISTA AT SILVER REEF	
<b>Registration Number:</b>	2996931	DIAMOND DIVIDENDS	
<b>Registration Number:</b>	2951323	PORTAGE BAY BAR & LOUNGE	
<b>Registration Number:</b>	3044281	GOLD RUSH BAKERY & DELI	
<b>Registration Number:</b>	2903170	SILVER REEF CASINO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<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>	9495676700		
<b>Email:</b>	mweddington@orrick.com		
<b>Correspondent Name:</b>	Orrick, Herrington & Sutcliffe LLP		
<b>Address Line 1:</b>	2050 Main St., Suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>ATTORNEY DOCKET NUMBER:</b>	1696.308		

CH \$190.00 4490112

<b>NAME OF SUBMITTER:</b>	Kelsi Cronkhite
<b>SIGNATURE:</b>	/Kelsi Cronkhite/
<b>DATE SIGNED:</b>	03/18/2020
<b>Total Attachments: 4</b> source=Grant of Trademark Security Interest (Lummi 2020) (Executed) 4139-6511-7731 v.1#page1.tif source=Grant of Trademark Security Interest (Lummi 2020) (Executed) 4139-6511-7731 v.1#page2.tif source=Grant of Trademark Security Interest (Lummi 2020) (Executed) 4139-6511-7731 v.1#page3.tif source=Grant of Trademark Security Interest (Lummi 2020) (Executed) 4139-6511-7731 v.1#page4.tif	

**GRANT OF SECURITY INTEREST**

**TRADEMARKS**

THIS GRANT OF SECURITY INTEREST, dated as of March 16, 2020, is executed by THE LUMMI TRIBE OF THE LUMMI RESERVATION, WASHINGTON, also known as the Lummi Nation, a federally recognized Indian Tribe and Native American sovereign nation (the “Grantor”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as the Administrative Agent (in such capacity, the “Administrative Agent”) for the financial institutions which are from time to time parties to the Loan Agreement referred to below (collectively, the “Lenders”). Capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Loan Agreement.

WHEREAS pursuant to that certain Loan Agreement, dated as of March 16, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among the Grantor, the Lenders and Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS the Grantor has adopted, used and is using the registered trademarks, and has submitted applications for registration and intends to use all other trademarks, all as 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”);

WHEREAS the Grantor and other entities party thereto from time to time have entered into a Security Agreement, dated as of March 16, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, the Lender Interest Rate Protection Agreement Counterparties and the Lender Bank Product Providers); and

WHEREAS pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent (for the ratable benefit of the Administrative Agent, the Lenders, the Lender Interest Rate Protection Agreement Counterparties and the Lender Bank Product Providers) a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks 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 “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 Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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

This Grant of Security Interest is a Loan Document as defined in the Loan Agreement, and the sovereign immunity waiver, jurisdictional waivers and consents and other provisions of the Loan Agreement generally applicable to Loan Documents are applicable hereto and incorporated herein by this reference, and this Grant of Security Interest shall be interpreted, construed and enforced as if all such provisions were set forth in full in this Grant of Security Interest.

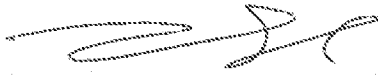
The Administrative Agent's address is:

Wells Fargo Bank, National Association  
5340 Kietzke Lane, Suite 102  
Reno, Nevada 89511  
Attn: James Perry  
Telephone: (213) 253-7354  
Fax: (213) 253-7420  
E-mail: James.Perry2@wellsfargo.com

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

**LUMMI TRIBE OF THE LUMMI  
RESERVATION, WASHINGTON**

By:   
Name: Lawrence Solomon  
Title: Chairman, Lummi Indian Business Council

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
RED RIVER CAFÉ	4490112	03-04-2014
PIZZANINI	3650241	07-07-2009
THE BARISTA AT SILVER REEF	3688516	09-29-2009
DIAMOND DIVIDENDS	2996931	09-20-2005
PORTAGE BAY BAR & LOUNGE	2951323	05-17-2005
GOLD RUSH BAKERY & DELI	3044281	01-17-2006
SILVER REEF CASINO	2903170	11-16-2004

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

NONE.