

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shingle Springs Tribal Gaming Authority		04/27/2020	Instrumentality:
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	333 S. Grand Ave, 5th Floor		
Internal Address:	MAC E2064-056		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3886697	RED HAWK CASINO	
Registration Number:	4529653	CLUB FORTUNE	
Registration Number:	4851434	MYREDHAWK	
Registration Number:	4954375	MYEVENTS	
Registration Number:	4958671	MYDINING	
Registration Number:	4958756	MY OFFERS	
Registration Number:	5018045	R H	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0794-314858		

CH \$190.00 3886697

NAME OF SUBMITTER:	Julie Cravitz
SIGNATURE:	/julie cravitz/
DATE SIGNED:	04/27/2020
Total Attachments: 13 source=Shingle Springs - IP Security Agreement#page1.tif source=Shingle Springs - IP Security Agreement#page2.tif source=Shingle Springs - IP Security Agreement#page3.tif source=Shingle Springs - IP Security Agreement#page4.tif source=Shingle Springs - IP Security Agreement#page5.tif source=Shingle Springs - IP Security Agreement#page6.tif source=Shingle Springs - IP Security Agreement#page7.tif source=Shingle Springs - IP Security Agreement#page8.tif source=Shingle Springs - IP Security Agreement#page9.tif source=Shingle Springs - IP Security Agreement#page10.tif source=Shingle Springs - IP Security Agreement#page11.tif source=Shingle Springs - IP Security Agreement#page12.tif source=Shingle Springs - IP Security Agreement#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 27, 2020 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), is made by the SHINGLE SPRINGS TRIBAL GAMING AUTHORITY (the "Grantor"), an unincorporated instrumentality of the SHINGLE SPRINGS BAND OF MIWOK INDIANS (the "Tribe"), a federally recognized Indian tribe, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "Collateral Agent").

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of April 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, renewed, replaced or refinanced from time to time, the "Credit Agreement"), among the Grantor, the Tribe, the Lenders from time to time party thereto, and Wells Fargo Bank, National Association, as Administrative Agent and L/C Issuer;

WHEREAS, the Grantor has executed and delivered that certain Security Agreement, dated as of April 27, 2020, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, amended and restated, 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; and

WHEREAS, under the terms of the Security Agreement, the Grantor has 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 has agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this 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, the Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of the Grantor's rights, priorities and privileges with respect to intellectual property, whether arising under United States, Tribe, state, multinational or foreign laws or otherwise, including, without limitation all of the 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 the 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 the 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 the Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.7 Trade Secrets. All trade secrets (which shall include all confidential or proprietary information and know-how) whether or not the trade secrets have been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the trade secrets, 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 the 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 Protected Assets or other Excluded Assets.

SECTION 2. RECORDATION. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

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

SECTION 5. IGRA COMPLIANCE

5.1 Management Activities. Notwithstanding any provision in any Loan Document, or any other right to enforce the provisions of any Loan Document, none of the Collateral Agent nor the other Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Gaming Business (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 working or 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 the Borrower's operating expenses;

provided, however, that upon the occurrence of a default under this Agreement or a Default or Event of Default, neither the Collateral Agent nor any other Secured Party will be in violation of the foregoing restriction solely because it: (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; (ii) requires that all or any portion of the revenues securing the Loans be applied to satisfy valid terms of the Loan Documents; or (iii) otherwise forecloses on all or any portion of the Collateral securing the Secured Obligations.

Notwithstanding any other possible construction of any provision(s) contained in this Agreement or in any other Loan Document, it is agreed that within the meaning of the IGRA: (a) the Loan Documents, individually and collectively, do not and shall not provide for the management of all or any part of the Gaming Business by any person other than the Borrower or the Tribe or deprive the Borrower or the Tribe of the sole proprietary interest and responsibility for the conduct of the Gaming Business; and (b) none of the Collateral Agent nor the other Secured Parties (or any of their successors, assigns or agents) will exercise any remedy or otherwise take any action under or in connection with any Loan Document in a manner that would constitute management of all or any part of the Gaming Business or that would deprive the Borrower or the Tribe of the sole proprietary interest and responsibility for the conduct of the Gaming Business.

5.2 Section 81 Compliance. For the avoidance of any doubt, it is acknowledged that none of the Loan Documents executed on the Closing Date is intended to grant or grants a Lien on any real property owned by the Grantor or the Tribe or any agencies or instrumentalities of the Tribe, and no interpretation shall be given to any Loan Document which would have the effect of such an encumbrance. Notwithstanding any right of the Collateral Agent or any other Secured Party in this Agreement, or in any Loan Document, or any requirements or restrictions imposed on the Grantor or the Tribe 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.

5.3 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTOR, AND THE SECURED PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAW PROVISIONS OF THE LAWS OF THE STATE OF NEW YORK, OTHER THAN SECTION 5-1401 and 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW); PROVIDED HOWEVER, THAT IF THE CREATION OR ATTACHMENT OF ANY SECURITY INTEREST IN ANY ITEM OF INTELLECTUAL PROPERTY COLLATERAL IS EXCLUDED FROM THE COVERAGE OF THE NEW YORK UCC OR THE SECURITY INTEREST IN ANY ITEM OF

INTELLECTUAL PROPERTY COLLATERAL CANNOT BE CREATED OR ATTACHED UNDER THE NEW YORK UCC, THEN THE CREATION AND/OR ATTACHMENT OF THE SECURITY INTERESTS IN SUCH INTELLECTUAL PROPERTY COLLATERAL SHALL BE GOVERNED BY THE SECURED TRANSACTIONS ORDINANCE.

5.4 Waiver of Sovereign Immunity.

(a) Waiver of Sovereign Immunity. The Grantor, in conformity with Article II, Sections 1(C) and 1(D) and Article I, Section 2(A) of the Authority Ordinance, hereby expressly, unequivocally and irrevocably waives its respective sovereign immunity (and any defense based thereon) from any suit, action, arbitration or other legal proceedings or from any legal process, in each case of any nature whether such action be brought in or arise under law, equity, contract, tort or statute (inclusive of claims and counterclaims, actions for equitable or provisional relief and to compel arbitration, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) (an “Action”) and, further, waives any sovereign immunity from any judgment or order related thereto, provided that:

(i) the Action is brought by the Collateral Agent, any other Secured Party or any of their respective successors in interest or assigns or any other person who is entitled to the benefits of the Loan Documents (including without limitation the indemnitees referred to in Section 10.04 of the Credit Agreement) (collectively, the “Grantees”);

(ii) the Action (A) arises under any Loan Document or the Grantor’s obligations thereunder, including, without limitation, any Action to interpret or enforce or otherwise seek or obtain relief with respect to the provisions of the Loan Documents or otherwise in connection therewith, in connection with the obligations of the Grantor thereunder or in connection with the transactions contemplated thereby, whether such rights arise in law or equity, (B) is to enforce and execute any order, judgment or ruling resulting from such an Action or arbitration award, or (C) is to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. §§ 1301 et. seq. or any claim brought by a Grantee under the laws of the Tribe;

(iii) the Action may seek all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief, but in any event shall not include a claim for punitive or consequential damages; and

(iv) any order, judgment, ruling or other remedies related to an Action shall be enforceable only against the assets described under Section 5.4(b).

(b) The Secured Obligations of the Grantor are general obligations of the Grantor; provided, however, that no recourse may be made against Protected Assets. The obligations of the Tribe are limited recourse obligations enforceable solely against the Recourse Assets; provided, however, that upon the occurrence and during the continuance of an Event of Default resulting from or related to any of the Tribal Provisions, the obligations of the Grantor and the Tribe will also be enforceable against all other assets of the Tribe, other than Protected Assets; provided, further, however, that with respect to an Event of Default consisting solely of the receipt

by the Tribe of a payment from the Grantor in violation of the Loan Documents, such recourse to the other assets of the Tribe shall be limited to the extent of such payment received by the Tribe.

5.5 Consents to Jurisdiction; Waivers of Venue; Exhaustion; Service of Process.

(a) Consent to Jurisdiction. Subject to the foregoing limitations on the Grantor's waiver of sovereign immunity, the Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court, Southern District of New York, and any appellate court to which any appeals therefrom are available (collectively, the "New York Federal Courts") and the courts of the State of New York sitting in the City of New York, County of New York, and any appellate court to which any appeals therefrom are available (collectively, the "New York State Courts") and the United States District Court, Eastern District of California, and any appellate court to which any appeals therefrom are available (collectively, the "California Federal Courts" and, together with the New York Federal Courts, the "Federal Courts") and the courts of the State of California and any appellate court to which any appeals therefrom are available (collectively, the "California State Courts"), or if none of the foregoing courts accepts jurisdiction over an Action, then the tribal courts of the Tribe for the limited purpose of an action to compel arbitration, enforce an arbitration award or to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. §§ 1301 et. seq. or any claim brought by a Grantee under the laws of the Tribe (collectively with the Federal Courts, the New York State Courts and the California State Courts, the "Consented Courts") and the Grantor irrevocably and unconditionally agrees that all claims in respect of any Action shall be heard and determined in such Consented Court as set forth herein and agrees to be bound by the decisions of any such court. Notwithstanding the foregoing, the Grantor agrees that any final judgment, arbitration award or order in any such actions or proceedings shall be conclusive and may be enforced by any court of any other jurisdiction, including, without limitation, the tribal courts of the Tribe. Each Tribal Party agrees that a tribal police officer, tribal law enforcement official or licensed peace officer (each a "Tribal Officer") is authorized to execute such judgment, award or order and that any such Tribal Officer, and any other government or other governmental authorities who have the right and duty under applicable law shall take any and all action authorized or ordered by any such judgment, award or order, including without limitation, entering the real property of the Grantor and removing or permitting the removal of any personal property in giving effect to any judgment entered. In addition, with respect to any Collateral, the Grantor agrees that the Collateral Agent or any Secured Party may also enforce its rights and remedies with respect to the Collateral (whether judicially or non-judicially) in any jurisdiction in which such Collateral or the Grantor or the Tribe is located.

(b) Waiver of Venue. The Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action arising out of or relating to any Loan Document or the transactions contemplated hereunder or thereunder in any Federal Court, New York State Court or California State Court. The Grantor irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such Action in any such court.

(c) Tribal Exhaustion/Tribal Court Actions. The Grantor hereby expressly, unconditionally and irrevocably waives, to the fullest extent it may legally and

effectively do so, any right the Grantor may otherwise have to require that any Action be considered or heard in any court (other than as set forth in Section 5.5(a)), including without limitation considered or heard first in any tribal court or forum of the Tribe, now or hereafter existing, whether because of the doctrine of exhaustion of tribal remedies or as a matter of comity or abstention. The Grantor agrees not to commence any Action in any tribal court or forum of the Tribe without the consent of the other parties to such Action.

(d) Service of Process. The Grantor hereby irrevocably consents to service of process in the manner provided for notices in any Loan Document, provided that nothing in any Loan Document will affect the right of any party hereto or thereto to serve process in any other manner permitted by law. In addition to and without limiting the generality of the foregoing, the Grantor consents and agrees that, notwithstanding Tribal Court Ordinance Title 10, Article 9, Section 2 or any other tribal law to the contrary, process against such Person shall also be effective if served (i) on the legal department of the Grantor or the Tribe, or (ii) by sending two copies of the process by registered or certified mail addressed to the “General Counsel” of the Grantor or the Tribe, at the addresses set forth on Section 10.02 of the Credit Agreement.

(e) Secured Parties/Indemnitees. The waivers and consents described in Sections 5.4 through 5.7 shall inure to the benefit of the Collateral Agent, the other Secured Parties and each other person who is entitled to the benefits of the Loan Documents (including without limitation the indemnitees described herein and in the Credit Agreement). The Collateral Agent, the other Secured Parties and such other persons shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief (other than punitive or consequential damages). The waivers of sovereign immunity and consents to jurisdiction contained in Section 5.4 and this Section 5.5 are irrevocable.

(f) California Judicial Reference. If any Action or proceeding is filed in a court of the State of California by or against any party hereto in connection with any of the transactions contemplated by this Agreement or any other Loan Document, the court shall, and is hereby directed to, make a general reference pursuant to California Code of Civil Procedure Section 638 to a referee (who shall be a single active or retired judge) to hear and determine all of the issues in such Action or proceeding (whether of fact or of law) and to report a statement of decision, provided that at the option of any party to such proceeding, any such issues pertaining to a “provisional remedy” as defined in California Code of Civil Procedure Section 1281.8 shall be heard and determined by the court.

(g) Miscellaneous. Notwithstanding any of the foregoing, nothing in the Loan Documents will limit the ability of the Collateral Agent or any other Secured Party or their respective successors and assigns, to move to compel arbitration or move to stay or dismiss a lawsuit in favor of arbitration, and the Grantor’s waiver of sovereign immunity will expressly extend to such actions. The Grantor hereby agrees, consistent with Article XVIII of the Authority Ordinance, that its limited waiver of sovereign immunity and other waivers described in Sections 5.4 and 5.5 are irrevocable and agrees not to revoke or further limit, in whole or in part, its limited waiver of sovereign immunity or the waivers described in these sections or in any way attempt to revoke or further limit, in whole or in part, such limited waiver of sovereign immunity. In the event that the Grantor (i) revokes, further limits or attempts to revoke or further limit the limited

waiver of sovereign immunity described in Sections 5.4 and 5.5, (ii) takes any action which is inconsistent with the waivers described in Sections 5.4 and 5.5 or (iii) fails to submit to the jurisdiction of the courts as described in Sections 5.4 and 5.5, the Grantor hereby consents to the entry of appropriate injunctive relief.

5.6 Waiver of Jury Trial. The Grantor 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 Agreement or any other Loan Document or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). The Grantor (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 Agreement and the other Loan Documents by, among other things, the mutual waivers and certifications in this Section 5.6.

5.7 Arbitration.

(a) Invocation of Arbitration. At the option of the Collateral Agent, any controversy or claim between or among the parties to this Agreement, whether arising in contract, tort or statute, including controversies and claims that arise out of or relate to this Agreement (including any renewals, extensions or modifications) or any other Loan Document shall be resolved by binding arbitration in New York, New York, and in such case each Tribal Party hereby further irrevocably and unconditionally submits, for itself and its property, to such binding arbitration and the jurisdiction of the arbitrator(s) thereunder. For purposes of this Section 5.7 only, the term "Collateral Agent" shall also include any parent corporation, subsidiary or affiliate of such Collateral Agent, involved in the servicing, management or administration of the Intellectual Property Collateral or any obligation described or evidenced by this Agreement. The arbitration shall be conducted in accordance with the procedural rules of the Federal Arbitration Act (Title 9, U.S. Code) and the regulations promulgated thereunder, notwithstanding any choice of law provision in this Agreement or any other Loan Document, and under the rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"); provided, however, that the arbitration shall be heard and determined by a panel of three arbitrators. Any party to this Agreement claiming the neglect or refusal of another party to proceed with an arbitration hereunder may make application to any court of competent jurisdiction as set forth in Section 5.5(a) for an order directing the parties to proceed with the arbitration in compliance with this Section 5.7. In the event such an action to compel arbitration is commenced in the courts of the Tribe, the court shall order the parties to arbitration in accordance with the provisions of this Section 5.7 and the question of whether an obligation to arbitrate the dispute at issue exists shall be decided by the arbitrator(s).

(b) Confirmation and Enforcement of Arbitration Award. The arbitrator(s) shall give effect to statutes of limitation in determining any claim. At any time within one year after an arbitration award has been rendered and the parties thereto notified thereof, any party to the arbitration may make application to any court of competent jurisdiction as set forth in Section 5.5(a) for an order confirming the award. An arbitration award shall not be subject to review or modification by a court for any reason other than in the circumstances described in 9 U.S.C. §§ 9, 10 and 11. The judgment confirming an award shall have the same force and effect

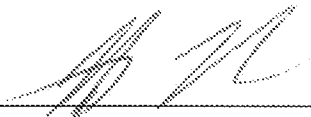
in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in a court of competent jurisdiction as set forth in Section 5.5(a). When the award requires the performance of any other act than the payment of money, the court shall direct the enforcement thereof in the manner provided by law.

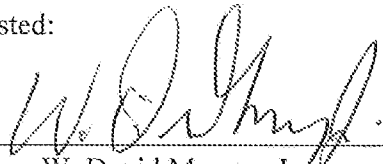
(c) Provisional Remedies. No provision of this Section 5.7 shall limit the right of any party to (i) exercise self-help remedies, (ii) initiate judicial or non-judicial foreclosure against any Collateral, (iii) exercise any judicial or power of sale rights, or (iv) act in a court of competent jurisdiction as set forth in Section 5.5(a) to obtain an interim remedy, such as but not limited to, injunctive relief or writ of possession, or additional or supplemental remedies, in each case before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of the Collateral Agent to resort to arbitration.

[SIGNATURE PAGES FOLLOW]

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

**SHINGLE SPRINGS TRIBAL GAMING
AUTHORITY**

By: 
Name: Christopher Porras
Title: Chairperson

Attested:
By: 
Name: W. David Murray, Jr.
Title: Vice Chairperson

Address:
One Red Hawk Parkway
Placerville, CA 95667
Phone (530)672-5387
Fax: (530) 558-4046
Attention: Christopher Porras, Chairperson

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
as the Collateral Agent

By: 
Name: Kelly Walsh
Title: Senior Vice President

**SCHEDULE 1
to Intellectual Property
Security Agreement**

COPYRIGHTS

None.

COPYRIGHT LICENSES

Licenses granted pursuant to gaming machines purchase and lease agreements entered into by the Shingle Springs Tribal Gaming Authority.

PATENTS

None.

PATENT LICENSES

Licenses granted pursuant to gaming machines purchase and lease agreements entered into by the Shingle Springs Tribal Gaming Authority.

TRADEMARKS

<u>Name of Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Shingle Springs Tribal Gaming Authority	RED HAWK CASINO	United States	3,886,697	Dec. 7, 2010
Shingle Springs Tribal Gaming Authority	CLUB FORTUNE	United States	4,529,653	May 13, 2014
Shingle Springs Tribal Gaming Authority	MYREDHAWK	United States	4,851,434	Nov. 10, 2015
Shingle Springs Tribal Gaming Authority	MYEVENTS	United States	4,954,375	May 10, 2016
Shingle Springs Tribal Gaming Authority	MYDINING	United States	4,958,671	May 17, 2016
Shingle Springs Tribal Gaming Authority	MY OFFERS	United States	4,958,756	May 17, 2016
Shingle Springs Tribal Gaming Authority	R H	United States	5,018,045	August 9, 2016

TRADEMARK LICENSES

Licenses granted pursuant to gaming machines purchase and lease agreements entered into by the Shingle Springs Tribal Gaming Authority.

TRADE SECRET LICENSES

None.