

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM578702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-GAH-PAH)		05/26/2020	Wholly Owned Unincorporated Instrumentality of the Quapaw Tribe of Oklahoma, a Federally Recognized Indian Tribe: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Bank of Commerce		
<b>Street Address:</b>	3817 N.W. Expressway, Suite 100		
<b>City:</b>	Oklahoma City		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	73112		
<b>Entity Type:</b>	Banking Association: OKLAHOMA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6035378	SARACEN CASINO RESORT	
<b>Registration Number:</b>	6044180	SARACEN CASINO RESORT	
<b>Registration Number:</b>	6035376	SARACEN CASINO RESORT	
<b>Registration Number:</b>	6044179	SARACEN CASINO RESORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	918-587-2000		
<b>Email:</b>	mkachigian@hjkwlaw.com		
<b>Correspondent Name:</b>	HEAD, JOHNSON, KACHIGIAN & WILKINSON, PC		
<b>Address Line 1:</b>	7134 SOUTH YALE AVENUE, SUITE 440		
<b>Address Line 4:</b>	TULSA, OKLAHOMA 74136		
<b>ATTORNEY DOCKET NUMBER:</b>	DOW125-20/19213-MGK		
<b>NAME OF SUBMITTER:</b>	MARK G. KACHIGIAN		
<b>SIGNATURE:</b>	/markgkachigian/		
<b>DATE SIGNED:</b>	05/29/2020		

OP \$115.00 6035378

**Total Attachments: 4**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, and pursuant to the Security Agreement dated as of February 1, 2018 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") by and between, the undersigned Grantor hereto ("Grantor"), the other assignors from time to time party thereto and INTERNATIONAL BANK OF COMMERCE, as Collateral Agent (as defined in the Security Agreement) ("Grantee"), Grantor hereby grants to Grantee, for the benefit of the Parity Creditors (as defined in the Security Agreement), a continuing security interest in all of the right, title and interest of Grantor in, to and under the following, or in which or to which Grantor has any rights in the following, in each case whether now existing or hereafter from time to time created or acquired (collectively, the "Marks");

(i) any trademarks, service marks and trade names now held or hereafter acquired, including (a) any registration or application for registration of any trademarks and service marks which are registered or filed in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States, including, without limitation, the trademark registrations set forth on Schedule A attached hereto, (b) any unregistered trademarks and service marks and any trade dress including logos, designs, fictitious business names and other business identifiers, (c) extensions or renewals of any of the foregoing, and (d) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;

(ii) all rights to license or use any of the foregoing; and

(iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Notwithstanding the foregoing, this Grant does not grant any security interest in any "intent-to-use" application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(e) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations (as defined in the Security Agreement) of the Grantor. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with

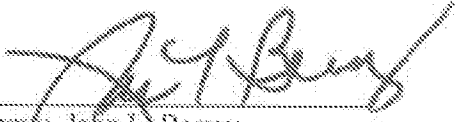
respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The provisions under the headings "Waiver of Sovereign Immunity; Waiver of Tribal Courts and Forums", "Arbitration", "Limitation on Management Activities", "Encumbrances of Indian Land" and "No Management of Gaming Business" in the Security Agreement are hereby incorporated mutatis mutandis herein by this reference and shall apply to this Grant as if fully set forth herein.

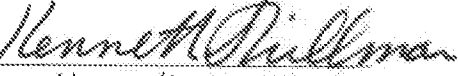
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the  
26th day of May, 2020.

**DOWNSTREAM DEVELOPMENT  
AUTHORITY OF THE QUAPAW TRIBE  
OF OKLAHOMA (O-GAH-PAH)**  
as Grantor

By   
Name: John L. Berrey  
Title: Chairman

**INTERNATIONAL BANK OF COMMERCE,**  
as Collateral Agent and Grantee

By   
Name: Kenneth Skillman  
Title: President

SCHEDULE OF MARKS

<u>Owner</u>	<u>Marks</u>	<u>Country</u>	<u>Status (Registered or Pending)</u>	<u>Registration/ Application No.</u>
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	6,035,378 (Casino Services)
				6,044,180 (Hotel Services)
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	SARACEN CASINO RESORT	United States	Registered	6,035,376 (Casino Services)
				6,044,179 (Hotel Services)