

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630159

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MOHEGAN TRIBAL GAMING AUTHORITY		01/26/2021	A GOVERNMENTAL INSTRUMENTALITY OF THE MOHEGAN TRIBE OF INDIANS OF CONNECTICUT, A FEDERALLY RECOGNIZED INDIAN TRIBE AND NATIVE AMERICAN SOVEREIGN NATION: UNITED STATES

RECEIVING PARTY DATA

Name:	CITIZENS BANK, N.A.
Street Address:	28 STATE STREET, 12TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	6108052	HOT SUMMER FUN MOHEGAN SUN
Registration Number:	6108051	HOT SUMMER FUN MOHEGAN SUN
Registration Number:	5907046	ASPIRE
Registration Number:	5813707	INSPIRE
Registration Number:	5813706	MOHEGAN GAMING & ENTERTAINMENT
Registration Number:	5471201	K2 BROTHERS BREWING
Registration Number:	5495932	BACK OF HOUSE
Registration Number:	4832016	MOHEGAN SUN POCONO
Registration Number:	4723967	MOMENTUM
Registration Number:	4214098	POWERPLAY BONUSING. PLAY BEYOND THE EXPE
Registration Number:	3544082	CASINO OF THE WIND
Registration Number:	2348698	SWIPE & WIN
Registration Number:	2345606	HOT SUMMER FUN AT MOHEGAN SUN
Registration Number:	2364210	MOHEGAN SUN
Registration Number:	2287742	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2285228	A LEGENDARY GAMING EXPERIENCE
Registration Number:	2409842	MOHEGAN SUN
Registration Number:	2199416	MOHEGAN SUN

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 7145401235

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: 057367-5

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /KJA/

DATE SIGNED: 03/05/2021

Total Attachments: 14

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of January 26, 2021 (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the “Second Lien Intellectual Property Security Agreement”), is made by Mohegan Tribal Gaming Authority (“Borrower”), a governmental instrumentality of The Mohegan Tribe of Indians of Connecticut, a federally recognized Indian Tribe and Native American sovereign nation (the “Tribe”), and Downs Racing, L.P., a Pennsylvania limited partnership (“Downs Racing”, and together with Borrower, each a “Grantor” and collectively the “Grantors”) in favor of Collateral Trustee (as defined below) for the benefit of the Parity Lien Secured Parties.

WHEREAS, reference is made to that certain Credit Agreement, dated as of even date herewith (as amended, supplemented, increased, extended, renewed, refinanced, amended and restated or otherwise modified from time to time, including any replacement thereof if such replacement credit agreement has been designated in accordance with Section 3.8 of the Collateral Trust Agreement (as defined below), the “Credit Agreement”), by and among the Tribe, Borrower, the lenders from time to time party thereto, and Citizens, N.A., as administrative agent (in such capacity, together with its permitted successors and assigns in such capacity, “Administrative Agent”).

WHEREAS, reference is made to that certain Indenture, dated as of even date herewith (as amended, supplemented, amended and restated or otherwise modified from time to time, including any replacement thereof if such replacement has been designated in accordance with Section 3.8 of the Collateral Trust Agreement, the “Indenture”), by and among the Tribe, Borrower, the guarantors party thereto and U.S. Bank National Association as trustee, (in such capacity, together with its permitted successors and assigns in such capacity, “Trustee”).

WHEREAS, subject to the terms and conditions of the Credit Agreement and the Indenture, Borrower entered into that certain Collateral Trust Agreement, dated as of even date herewith (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the “Collateral Trust Agreement”), by and among Borrower, each other Grantor from time to time party thereto, Administrative Agent, Trustee, Citizens Bank, N.A. as collateral trustee (together with its permitted successors and assigns in such capacity, “Collateral Trustee”), and each other person that becomes a party thereto pursuant to the terms thereof.

WHEREAS, the Grantors have entered into that certain Second Lien Security Agreement, dated as of even date herewith (as it may from time to time be amended, restated, extended, renewed, modified or supplemented, the “Second Lien Security Agreement”), in favor of the Collateral Trustee.

WHEREAS, under the terms of the Second Lien Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to Collateral Trustee for the benefit of the Parity Lien Secured Parties, and have agreed to deliver to the Parity Lien Secured Parties all such instruments and documents as shall be necessary or desirable to fully perfect, when filed and/or recorded, and to

ensure the second priority status of, the Parity Lien Secured Parties' security interests in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Second Lien Security Agreement, and, if not therein defined, in the Collateral Trust Agreement.

SECTION 2. Grant of Security. For valuable consideration, each Grantor hereby assigns and pledges to Collateral Trustee, for the benefit of the Parity Lien Secured Parties, and grants to Collateral Trustee, for the benefit of the Parity Lien Secured Parties, a security interest in and to all of such Grantor's right, title and interest in, to and under, all presently existing and hereafter acquired trademarks (including any applications therefor), service marks, patents, licenses, copyrights (including any applications therefor) and intellectual property, including without limitation the intellectual property set forth on Schedule I attached hereto, whether arising under United States, tribal, state, multinational or foreign laws or otherwise, and including all renewals, reissues, continuations, reexaminations, extensions, income, royalties, damages, payments, products and proceeds thereof and all rights to sue for past, present and future infringements thereof (collectively, the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of such Grantors' Parity Lien Secured Obligations. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets or Protected Assets.

SECTION 3. Recordation. The Grantors authorize and request that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Second Lien Intellectual Property Security Agreement.

SECTION 4. Execution in Counterparts. This Second Lien Intellectual Property Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Counterparts delivered electronically (e.g., "pdf" by email) shall be deemed to be original counterparts for all purposes. The words "execution," "signed," "signature," and words of like import in or related to this Second Lien Intellectual Property Security Agreement or any document to be signed in connection with this Second Lien Intellectual Property Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that notwithstanding anything contained herein to the contrary Collateral Trustee is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Collateral Trustee pursuant to the procedures approved by it.

SECTION 5. Loan Document. This Second Lien Intellectual Property Security Agreement is one of the Parity Lien Security Documents referred to in the Collateral Trust Agreement.

SECTION 6. Conflict Provision. This Second Lien Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Second Lien Security Agreement, the Collateral Trust Agreement, the Indenture and the other Parity Lien Documents. 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 Second Lien Security Agreement, the Collateral Trust Agreement, the Indenture and the other Parity Lien Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Second Lien Security Agreement, the Collateral Trust Agreement, the Indenture or any other Parity Lien Document, the provisions of the Second Lien Security Agreement, the Collateral Trust Agreement, the Indenture or such other Parity Lien Document shall govern.

SECTION 7. Governing Law. This Second Lien Intellectual Property Security Agreement shall be governed by, and construed and enforced in accordance with, the Law of the State of New York, without regard to conflict of law principles that would result in the application of any Law other than the Law of the State of New York (other than any mandatory provisions of the Uniform Commercial Code of the State of New York relating to the Law governing perfection and the effect of perfection of the security interests granted under this Intellectual Property Security Agreement), provided however, that if and only to the extent that any security interest granted to Collateral Trustee for the benefit of the Parity Lien Secured Parties pursuant to this Second Lien Intellectual Property Security Agreement shall be deemed exempt from the provisions of Article 9 of the Uniform Commercial Code of the State of New York by virtue of any Grantor being a governmental entity, then such security interest shall be governed by the corresponding provisions of Article 9 of the Tribe's Uniform Commercial Code, as adopted by the UCC Ordinance. Each Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Second Lien Intellectual Property Security Agreement, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including but not limited to legal process, execution of judgments and other legal remedies, except for any procedural matters governed by or relating to the conduct of arbitration under Section 8. This Second Lien Intellectual Property Security Agreement is a "Contract of the Tribal Gaming Authority" within the meaning of Section 1 of Article XIII (entitled "Tribal Gaming Authority Amendment") of the Constitution.

SECTION 8. Arbitration Reference.

(a) Mandatory Arbitration. Subject to clause (c) below, at the option of Trustee (exercised in accordance with the Indenture), any other Parity Lien Representative (exercised in accordance with its applicable Parity Lien Documents), Collateral Trustee, Borrower, any of its Restricted Subsidiaries that are Tribal Entities or, to the extent it is a party to any such controversy or claim, the Tribe, any controversy or claim between or among the parties arising out of or relating to this Second Lien Intellectual Property Security Agreement or any agreements or instruments relating hereto or delivered in connection herewith and any claim based on or arising from an alleged tort in connection herewith (each, a "Claim"), shall be determined by arbitration. The

arbitration shall be conducted in accordance with the United States Arbitration Act (Title 9, U.S. Code), notwithstanding any choice of law provision in this Intellectual Property Security Agreement, and under the Commercial Rules of the American Arbitration Association (“AAA”). The arbitrators shall give effect to statutes of limitation in determining any claim. Any controversy concerning whether an issue is arbitrable shall be determined by the arbitrators. Judgment upon the arbitration award may be entered in any court having jurisdiction and each of the Grantors consents to the jurisdiction of the state and federal courts located in any jurisdiction in which are located assets against which such judgment is sought to be enforced. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

(b) Provisional Remedies, Self-Help and Foreclosure. No provision of this Section 8 shall limit the right of any party to this Second Lien Intellectual Property Security Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property collateral or security or to obtain provisional or ancillary remedies from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of any party to resort to arbitration or reference. At Collateral Trustee’s option, foreclosure under a deed of trust or mortgage may be accomplished either by exercise of power of sale under the deed of trust or mortgage or by judicial foreclosure.

(c) Limitation.

(i) This Section 8 shall not be construed to require arbitration by the Parity Lien Secured Parties of any disputes which now exist or hereafter arise amongst themselves which do not involve the Tribe, the Borrower or any of the Restricted Subsidiaries and are not related to this Second Lien Intellectual Property Security Agreement.

(ii) Notwithstanding anything to the contrary in this Second Lien Intellectual Property Security Agreement or any Parity Lien Document, a Claim may only be submitted to or otherwise determined by arbitration pursuant to clause (a) or otherwise if, and only if, each of the courts described in Section 10(b)(I) and 10(b)(II) lack or decline jurisdiction with respect to such Claim.

(d) Specific Enforcement Representation. Each party to this Second Lien Intellectual Property Agreement severally represents and warrants to the other parties that this Section 8 is specifically enforceable against such party by the other parties.

SECTION 9. Waiver of Right to Trial By Jury. EACH PARTY TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER PARITY LIEN DOCUMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER PARITY LIEN

DOCUMENT, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL OR, TO THE EXTENT PROVIDED BY SECTION 8, ARBITRATION, WITHOUT A JURY, AND THAT ANY PARTY TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 10. Waiver of Sovereign Immunity; Consent to Jurisdiction.

(a) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES THE SOVEREIGN IMMUNITY OF SUCH GRANTOR (AND ANY DEFENSE BASED THEREON) FROM ANY SUIT, ACTION OR PROCEEDING OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) OR ARBITRATION IN ANY FORUM, WITH RESPECT TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER PARITY LIEN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, PROVIDED THAT (1) THE WAIVER CONTAINED IN THIS CLAUSE (a) IS EXPRESSLY LIMITED TO ACTIONS AGAINST ANY GRANTOR AND (2) ANY RECOVERY UPON ANY JUDGMENT RESULTING THEREFROM SHALL BE LIMITED TO RECOVERY AGAINST THE AUTHORITY PROPERTY (OTHER THAN ANY PROTECTED ASSETS), INCLUDING POCONO AND THE REVENUES OF THE GRANTORS AND THEIR RESTRICTED SUBSIDIARIES AND ALL COLLATERAL RELATING THERETO.

(b) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE EXCLUSIVE (SUBJECT TO SECTION 8 AND OTHER THAN WITH RESPECT TO ACTIONS BY COLLATERAL TRUSTEE OR ANY PARITY LIEN SECURED PARTY IN RESPECT OF RIGHTS UNDER ANY PARITY LIEN SECURITY DOCUMENT GOVERNED BY LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK OR WITH RESPECT TO ANY COLLATERAL SUBJECT THERETO) JURISDICTION OF (I) ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY THEREOF, (II) IN THE EVENT THAT THE COURTS DESCRIBED IN CLAUSE (I) ABOVE LACK OR DECLINE JURISDICTION, ANY CONNECTICUT STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN CONNECTICUT, AND ANY APPELLATE COURT FROM ANY THEREOF AND (III) IN THE EVENT THAT THE COURTS DESCRIBED IN CLAUSES (I) AND (II) ABOVE LACK OR DECLINE JURISDICTION, ANY OTHER COURT OF OTHERWISE COMPETENT JURISDICTION, INCLUDING, SUBJECT TO CLAUSE (f) BELOW, ANY TRIBAL COURT, IN EACH CASE IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT OR THE OTHER PARITY LIEN DOCUMENTS, OR FOR RECOGNITION OR

ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH COURTS. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW, AND EACH GRANTOR CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN ANY JURISDICTION IN WHICH ARE LOCATED ASSETS AGAINST WHICH SUCH JUDGMENT IS SOUGHT TO BE ENFORCED. NOTHING IN THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT COLLATERAL TRUSTEE OR ANY PARITY LIEN SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT AGAINST THE TRIBE OR BORROWER OR THEIR RESPECTIVE PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY 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 SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT IN ANY COURT DESCRIBED IN CLAUSE (b) ABOVE. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 7.7 OF THE COLLATERAL TRUST AGREEMENT. NOTHING IN THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

(e) THE WAIVERS AND CONSENTS DESCRIBED IN THIS SECTION 8 SHALL INURE TO THE BENEFIT OF THE PARITY LIEN SECURED PARTIES, THEIR SUCCESSORS AND ASSIGNS, AND EACH OTHER PERSON WHO IS ENTITLED TO THE BENEFITS OF THE PARITY LIEN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE INDEMNITEES REFERRED TO IN SECTION 7.11 OF THE COLLATERAL TRUST AGREEMENT AND ANY SIMILAR PROVISION OF ANY OTHER PARITY LIEN DOCUMENT). SUBJECT TO SECTION 11 HEREOF, THE PARITY LIEN 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. THE WAIVERS OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION CONTAINED IN THIS SECTION ARE IRREVOCABLE.

(f) EACH GRANTOR AGREES THAT ANY ACTION FOR THE ENTRY OF JUDGMENT ON AND/OR ENFORCEMENT OF AN ARBITRATION AWARD OR COURT ORDER OR JUDGMENT MAY BE BROUGHT IN THE MOHEGAN TRIBAL GAMING DISPUTES COURT. EACH GRANTOR EXPRESSLY WAIVES THE APPLICATION OF THE DOCTRINES OF EXHAUSTION OF TRIBAL REMEDIES AND ANY RIGHT OF COMITY WITH RESPECT TO ANY TRIBAL COURT OR ANY TRIBAL COURT OF APPEALS THE TRIBE MAY NOW OR HEREAFTER MAINTAIN. IN ANY EVENT, NO ACTION MAY BE BROUGHT IN ANY TRIBAL COURT WITHOUT THE PRIOR WRITTEN CONSENT OF COLLATERAL TRUSTEE.

SECTION 11. Gaming Law Limitations. Notwithstanding any provision in any Parity Lien Document, none of the Parity Lien Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, controlling or managing all or any portion of the Tribe's or Borrower's or any other Tribal Entity's gaming operations that are regulated by IGRA (collectively, "Management Activities"), including (but not limited to) with respect to the following:

- (a) the training, supervision, direction, hiring, firing, retention, or compensation (including benefits) of any employee (whether or not a management employee) or contractor;
- (b) any 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 any Tribal Entity's operating expenses;

provided, however, that a Parity Lien Secured Party will not be in violation of the foregoing restriction solely because such Parity Lien Secured Party:

- (1) enforces compliance with any term in any Parity Lien Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities;
- (2) requires that all or any portion of the revenues securing the Loans and other Parity Lien Secured Obligations be applied to satisfy valid terms of the Parity Lien Documents; or

(3) otherwise forecloses on all or any portion of the property securing the Parity Lien Secured Obligations.

SECTION 12. Section 81 Limitation. The parties hereto agree that any right, restriction or obligation contained in this Second Lien Intellectual Property Security Agreement that “encumbers Indian land” within the meaning of 25 U.S.C. § 81(b) shall not be effective for longer than six years, 364 days unless this Second Lien Intellectual Property Security Agreement is an agreement or contract described in 25 U.S.C. § 81(c) or bears the approval of the Secretary of the Interior within the meaning of 25 U.S.C. § 81(b).

SECTION 13. Collateral Trust Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to Collateral Trustee for the benefit of the Parity Lien Secured Parties pursuant to this Agreement and the exercise of any right or remedy by Collateral Trustee for the benefit of the Parity Lien Secured Parties hereunder are subject to the provisions of the Collateral Trust Agreement. In the event of any conflict between the terms of the Collateral Trust Agreement and this Agreement, the terms of the Collateral Trust Agreement shall govern and control.

[signature pages follow]

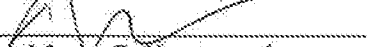
IN WITNESS WHEREOF, each of the undersigned has caused this Second Lien Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

MOHEGAN TRIBAL GAMING AUTHORITY

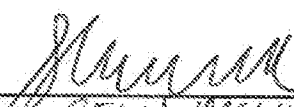
By: 
Name: Mario C. Kontomerkos
Title: Chief Executive Officer

DOWNS RACING, L.P.

By: MOHEGAN COMMERCIAL VENTURES
PA, LLC, its General Partner

By: 
Name: Mario C. Kontomerkos
Title: President

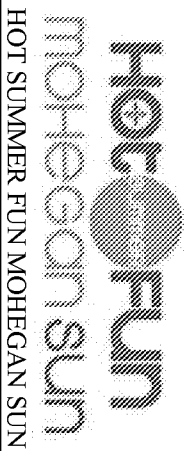
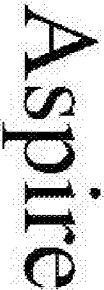

CITIZENS BANK, N.A.,
as Collateral Trustee

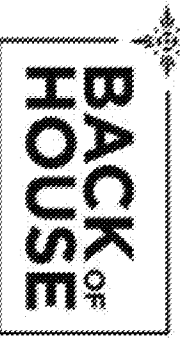

By: 
Name: SEAN McWHINNIE
Title: DIRECTOR

[Signature Page to Second Lien Intellectual Property Security Agreement]

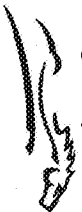



SCHEDULE I
To
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

Item A. U.S. Trademarks:

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Mohegan Tribal Gaming Authority	HOT SUMMER FUN MOHEGAN SUN	88816993 March 2, 2020	6108052 July 21, 2020
Mohegan Tribal Gaming Authority	 <p>HOT SUMMER FUN MOHEGAN SUN</p>	88816990 March 2, 2020	6108051 July 21, 2020
Mohegan Tribal Gaming Authority	 <p>Aspire</p>	88287742 February 4, 2019	5907046 November 12, 2019
Mohegan Tribal Gaming Authority	 <p>Inspire</p>	88287744 February 4, 2019	5813707 July 23, 2019
	INSPIRE		

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
Mohegan Tribal Gaming Authority	<p style="text-align: center;">Mohegan Gaming & Entertainment</p> <p style="text-align: center;">MOHEGAN GAMING & ENTERTAINMENT</p>	<p style="text-align: center;">88287737 February 4, 2019</p>	<p style="text-align: center;">5813706 July 23, 2019</p>
Mohegan Tribal Gaming Authority	<p style="text-align: center;">A WORLD AT PLAY</p>	<p style="text-align: center;">87751797 January 11, 2018</p>	<p style="text-align: center;">5481201 March 13, 2018</p>
Mohegan Tribal Gaming Authority	 <p style="text-align: center;">BACK OF HOUSE</p>	<p style="text-align: center;">87589713 August 30, 2017</p>	<p style="text-align: center;">5495932 June 19, 2018</p>
Downs Racing, L.P.		<p style="text-align: center;">88303266 February 15, 2019</p>	<p style="text-align: center;">5844156 August 27, 2019</p>
Downs Racing, L.P.	<p style="text-align: center;">THE DOWNS AT MOHEGAN SUN POCONO</p>	<p style="text-align: center;">87431606 May 1, 2017</p>	<p style="text-align: center;">5363588 December 26, 2017</p>

Schedule I - 2

Owner	Mark	Application No. Filing Date	Registration No. Registration Date
MOHEGAN TRIBAL GAMING AUTHORITY	THE DOWNS AT MOHEGAN SUN POCONO	86628438 5/13/2015	4832016 10/13/2015
MOHEGAN TRIBAL GAMING AUTHORITY	MOHEGAN SUN POCONO	86463339 11/24/2014	4723967 4/21/2015
MOHEGAN TRIBAL GAMING AUTHORITY	MOMENTUM	85614231 5/2/2012	4214098 9/25/2012
MOHEGAN TRIBAL GAMING AUTHORITY	POWERPLAY BONUSING. PLAY BEYOND THE EXPECTED.	77203640 6/12/2007	3613073 4/28/2009
MOHEGAN TRIBAL GAMING AUTHORITY	Design Only 		
MOHEGAN TRIBAL GAMING AUTHORITY	CASINO OF THE WIND	77048046 11/20/2006	3544082 12/9/2008
MOHEGAN TRIBAL GAMING AUTHORITY	SWIPE & WIN	75748707 7/12/1999	2348698 5/9/2000
MOHEGAN TRIBAL GAMING AUTHORITY	HOT SUMMER FUN AT MOHEGAN SUN	75748714 7/12/1999	2345606 4/25/2000
MOHEGAN TRIBAL GAMING AUTHORITY	MOHEGAN SUN	75666086 3/23/1999	2364210 7/4/2000
MOHEGAN TRIBAL GAMING AUTHORITY	Design Only 	75538135 8/17/1998	2287742 10/19/1999
MOHEGAN TRIBAL GAMING AUTHORITY	A LEGENDARY GAMING EXPERIENCE	75538136 8/17/1998	2285228 10/12/1999
MOHEGAN TRIBAL GAMING AUTHORITY	MOHEGAN SUN 	75538137 8/17/1998	2409842 12/5/2000
MOHEGAN TRIBAL GAMING AUTHORITY	MOHEGAN SUN 	75259053 3/18/1997	2199416 10/27/1998

Item B. U.S. Patents:

None.

Item C. U.S. Copyrights:

Claimant	Title	Copyright No.
Mohegan Tribal Gaming Authority	Under the Mohegan sun : a celebration of cuisine and culture.	TX0006110720

TRADEMARK

REEL: 007213 FRAME: 0233

Schedule I - 4

RECORDED: 03/05/2021