

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Laguna Development Corporation		10/29/2021	Federally-Recognized Indian Tribe: NEW MEXICO

RECEIVING PARTY DATA

Name:	BOKF, NA DBA Bank of Albuquerque
Street Address:	100 Sun Ave NE, Suite 500
City:	Albuquerque
State/Country:	NEW MEXICO
Postal Code:	87109
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	5139338	ROUTE 66 CASINO HOTEL
Registration Number:	5139339	ROUTE 66 CASINO HOTEL
Registration Number:	3881993	ROUTE 66 CASINO
Registration Number:	3925824	ROUTE 66 CASINO GIRLS
Registration Number:	3770730	66 PIT STOP
Registration Number:	3770750	V 66 PIT STOP
Registration Number:	3803211	ROUTE 66 CASINO
Registration Number:	3807050	ROUTE 66 CASINO HOTEL
Registration Number:	3839303	ROUTE 66 CASINO HOTEL
Registration Number:	3839302	ROUTE 66 CASINO HOTEL
Registration Number:	3311913	ROADRUNNER DINER
Registration Number:	3357781	
Registration Number:	3215866	DANCING EAGLE CASINO
Registration Number:	3445232	LAGUNA DEVELOPMENT CORPORATION
Registration Number:	3223135	DANCING EAGLE
Registration Number:	4012679	ROUTE 66 CASINO HOTEL
Registration Number:	4181764	LAGUNA BURGER
Registration Number:	4356134	THUNDER ROAD
Registration Number:	4012677	ROUTE 66 CASINO HOTEL

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5212901	ROUTE 66 CASINO · HOTEL
Registration Number:	5212905	ROUTE 66 CASINO HOTEL
Registration Number:	5413048	LDC
Registration Number:	5413049	
Registration Number:	5413050	
Registration Number:	5413051	
Registration Number:	5418404	LDC
Registration Number:	5418407	
Registration Number:	5480632	LDC
Registration Number:	5485652	LDC
Registration Number:	5963455	STADIUM66
Serial Number:	88435008	STADIUM66
Serial Number:	88435071	STADIUM66
Registration Number:	5969254	STADIUM66

CORRESPONDENCE DATA

Fax Number: 6023826070

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: 602-382-6000

Email: sschahn@swlaw.com

Correspondent Name: Snell & Wilmer L.L.P.

Address Line 1: 400 E. Van Buren St.

Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	41876.00323
NAME OF SUBMITTER:	Scott A. Schahn
SIGNATURE:	/Scott A. Schahn/
DATE SIGNED:	10/31/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of October 29, 2021 (this "Agreement"), is made by **LAGUNA DEVELOPMENT CORPORATION**, a federally chartered Tribal business corporation formed pursuant to 25 U.S.C. § 477 (together with its successors and assigns, the "Grantor") in favor of **BOKF, NA DBA BANK OF ALBUQUERQUE** for itself and as administrative agent (in such capacity, the "Administrative Agent") for the benefit of the Lenders and each other Lender Party (as defined in the Credit Agreement referenced below).

Reference is made to (a) the Credit Agreement dated as of even date herewith (as the same from time to time hereafter may be amended, restated, modified or supplemented, the "Credit Agreement"), by and among Grantor, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, and (b) the Security Agreement dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor and the Administrative Agent. The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement. Grantor is willing to execute and deliver this Agreement in order to induce Administrative Agent and the Lenders to make the Loans. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Lenders, a security interest (the "Security Interest") in all of Grantor's right, title and interest in, to and under the Trademarks now owned or at any time hereafter acquired by such Grantor (including all goodwill associated therewith), including those listed on Schedule 1 (the "Trademark Collateral").

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

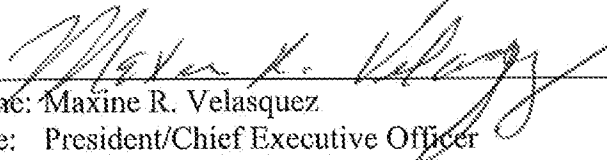
SECTION 6. Waiver of Sovereign Immunity and Other Matters. This Agreement is a Loan Document as defined in the Credit Agreement, and the sovereign immunity waiver, jurisdictional waivers and consents and other provisions of the Credit Agreement generally applicable to Loan Documents are applicable hereto and incorporated herein by this reference and this Agreement shall be interpreted, construed and enforced as if all such provisions were set forth in full in this Agreement. Grantor agrees that its limited waiver of sovereign immunity and other waivers described in this Section 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 this Section or in any way attempt to revoke or further limit, in whole or in part, such limited waiver of sovereign immunity. If Grantor (i) revokes, further limits or attempts to revoke or further limit the limited waiver of sovereign immunity described in this Section, (ii) takes any action which is inconsistent with the waivers described in this Section, or (iii) fails to submit to the jurisdiction of the courts as described in this Section, Grantor consents to the entry of appropriate injunctive relief, consistent with the terms and conditions of the Loan Documents. Without limiting the foregoing, the other provisions of Section 11 of the Security Agreement are hereby incorporated by reference into this Agreement as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

LAGUNA DEVELOPMENT CORPORATION

By: 
Name: Maxine R. Velasquez
Title: President/Chief Executive Officer

ADMINISTRATIVE AGENT:

BOKF, NA DBA BANK OF ALBUQUERQUE


By: Dan Zibutti
Name: Darnian Zibutti
Title: Senior Vice President

Schedule 1

Trademark Collateral

Company Registered Intellectual Property

U.S. Trademark Applications/ Registrations

Trademark	Country	Serial No./ Filing Date	Reg. No. / Reg. Date	Owner	Status
ROUTE 66 CASINO HOTEL	U.S.	77325780 11/09/2007	5139338 02/14/2017	Laguna Development Corporation	Registered
	U.S.	77325798 11/09/2007	5139339 02/14/2017	Laguna Development Corporation	Registered
ROUTE 66 CASINO	U.S.	77295814 10/04/2007	3881993 11/30/2010	Laguna Development Corporation	Registered
ROUTE 66 CASINO GIRLS	U.S.	77172010 05/03/2007	3925824 03/01/2011	Laguna Development Corporation	Registered
66 PIT STOP	U.S.	77804807 08/14/2009	3770730 04/06/2010	Laguna Development Corporation	Registered
	U.S.	77805725 08/17/2009	3770750 04/06/2010	Laguna Development Corporation	Registered
ROUTE 66 CASINO	U.S.	77978555 10/04/2007	3803211 06/15/2010	Laguna Development Corporation	Registered
ROUTE 66 CASINO HOTEL	U.S.	77978738 11/09/2007	3807050 06/22/2010	Laguna Development Corporation	Registered
ROUTE 66 CASINO HOTEL	U.S.	77880002 11/24/2009	3839303 08/24/2010	Laguna Development Corporation	Registered

	U.S.	77879982 11/24/2009	3839302 08/24/2010	Laguna Development Corporation	Registered
ROADRUNNER DINER	U.S.	78800478 01/26/2006	3311913 10/16/2007	Laguna Development Corporation	Registered
	U.S.	78873235 05/01/2006	3357781 12/18/2007	Laguna Development Corporation	Registered
DANCING EAGLE CASINO	U.S.	78891851 05/24/2006	3215866 03/06/2007	Laguna Development Corporation	Registered
LAGUNA DEVELOPMENT CORPORATION	U.S.	78889285 05/22/2006	3445232 06/10/2008	Laguna Development Corporation	Registered
DANCING EAGLE	U.S.	78952111 08/15/2006	3223135 03/27/2017	Laguna Development Corporation	Registered
	U.S.	85275706 03/24/2011	4012679 08/16/2011	Laguna Development Corporation	Registered
LAGUNA BURGER	U.S.	85281090 03/30/2011	4181764 07/31/2012	Laguna Development Corporation	Registered
THUNDER ROAD		85279706 03/30/2011	4356134 06/25/2013	Laguna Development Corporation	Registered
ROUTE 66 CASINO HOTEL		85273291 03/22/2011	4012677 08/16/2011	Laguna Development Corporation	Registered
		87199792 10/11/2016	5212901 05/30/2017	Laguna Development Corporation	Registered
		87199970 10/11/2016	5212905 05/30/2017	Laguna Development Corporation	Registered
LDC		87657987 10/24/2017	5413048 02/27/2018	Laguna Development Corporation	Registered

		87660491 10/26/2017	5413049 02/27/2018	Laguna Development Corporation	Registered
		87660493 10/26/2017	5413050 02/27/2018	Laguna Development Corporation	Registered
		87660497 10/26/2017	5413051 02/27/2018	Laguna Development Corporation	Registered
LDC		87657976 10/24/2017	5418404 03/06/2018	Laguna Development Corporation	Registered
		87660500 10/26/2017	5418407 03/06/2018	Laguna Development Corporation	Registered
LDC		87657933 10/24/2017	5480632 05/29/2018	Laguna Development Corporation	Registered
LDC		87657964 10/24/2017	5485652 06/05/2018	Laguna Development Corporation	Registered
STADIUM66		88434986 05/17/2019	5963455 01/14/2020	Laguna Development Corporation	Registered
		88435038 05/17/2019	5969254 01/21/2020	Laguna Development Corporation	Registered
STADIUM66		88435008 05/17/2019		Laguna Development Corporation	Pending
		88435071 05/17/2019		Laguna Development Corporation	Pending