

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684734

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ellis Entertainment, LLC		10/29/2021	Limited Liability Company: KENTUCKY
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: 4			
Property Type	Number	Word Mark	
Registration Number:	6091056	ELLIS PARK	
Registration Number:	6101027	ELLIS PARK	
Registration Number:	6101028	ELLIS PARK	
Registration Number:	6252697	DADE PARK GRILL	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
<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:	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: 5			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of October 29, 2021 (this "Agreement"), is made by **ELLIS ENTERTAINMENT, LLC**, a Kentucky limited liability company (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 Laguna Development Corporation, a federally chartered Tribal business corporation formed pursuant to 25 U.S.C. § 477 (the "Borrower"), wholly owned by the Pueblo of Laguna, New Mexico, a federally recognized Indian tribe (the "Pueblo"), 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, Enchantment Holdings, LLC, a Delaware limited liability company and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Grantor is an Affiliate of Borrower and 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 Obligations (as defined in the Credit Agreement) (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. Sovereign Immunity and Other Matters. This Security Agreement is a Loan Document as defined in the Credit Agreement. Grantor agrees that neither Grantor, nor any of its directors, officers, employees or agents or Affiliates on Grantor's behalf, has any right to, nor are they entitled to, any defense of sovereign immunity (including, without limitation, any sovereign immunity to which the Pueblo or Borrower is entitled) from suit under applicable federal, state or tribal law. Grantor shall not, and Grantor shall not permit any other component of the Pueblo to, take, consent or acquiesce to any action that causes or otherwise results in Grantor or any of its respective directors, officers, employees or agents or Affiliates on Grantor's behalf becoming entitled to, or to otherwise claim or assert any entitlement to, any defense of sovereign immunity (including, without limitation, any sovereign immunity to which the Pueblo or Borrower may be entitled) from suit under applicable federal, state or tribal law. 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:

ELLIS ENTERTAINMENT, LLC, a Kentucky
limited liability company

By:  _____

Name: Timothy Perkins

Title: Manager

ADMINISTRATIVE AGENT:

BOKF, NA DBA BANK OF ALBUQUERQUE

By: *Dan Libutti*
Name: *Damian Libutti*
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
ELLIS PARK		88738556 12/24/2019	6091056 06/30/2020	Ellis Entertainment, LLC	Registered
ELLIS PARK		88738550 12/24/2019	6101027 06/14/2020	Ellis Entertainment, LLC	Registered
ELLIS PARK		88738552 12/24/2019	6101028 07/14/2020	Ellis Entertainment, LLC	Registered
DADE PARK GRILL		88724594 12/12/2019	6252697 01/19/2021	Ellis Entertainment, LLC	Registered