

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721273

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cowlitz Tribal Gaming Authority		11/19/2021	unincorporated governmental instrumentality of the Cowlitz Indian Tribe, a federally recognized Indian tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	Keybank National Association, as Administrative Agent		
Street Address:	4900 Tiedeman Road, Mailcode: OH-01-49-0114		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144-2302		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5868687	ILANI	
Registration Number:	6053501	ILANI	
Registration Number:	6013818	COWLITZ CROSSING	
Registration Number:	6053500		
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	042541-0055		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	04/14/2022		

OP \$115.00 5868687

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 19, 2021 (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by COWLITZ TRIBAL GAMING AUTHORITY (the “**Authority**”), an unincorporated governmental instrumentality of the Tribe (as defined below), and EACH OF THE SUBSIDIARIES OF THE AUTHORITY SIGNATORY HERETO (together with the Authority, collectively, the “**Grantors**”) in favor of KEYBANK NATIONAL ASSOCIATION, as administrative agent for the benefit of the Secured Parties (as defined in the Amended and Restated Security Agreement referred to below) (together with its successors and assigns in such capacity, the “**Administrative Agent**”).

WHEREAS, reference is made to that certain Revolving Credit and Term Loan Agreement, dated as of November 19, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”), by and among the Authority, the Cowlitz Indian Tribe, a federally recognized Indian tribe (the “**Tribe**”), the Lenders from time to time party thereto, the Administrative Agent and the other parties party thereto;

WHEREAS, the Grantors have executed and delivered that certain Security Agreement, dated as of November 19, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Security Agreement**”), in favor of the Administrative Agent for the benefit of the Secured Parties. All capitalized terms used herein without definition shall have the meaning given in the Amended and Restated Security Agreement and, if not defined therein, shall have the meaning given in the Amended and Restated Credit Agreement;

WHEREAS, under the terms of the Amended and Restated Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Administrative Agent for the benefit of the Secured Parties, and have agreed to execute and deliver to the Administrative Agent any document required to acknowledge, confirm, register, record or perfect the Administrative Agent’s interest in any part of such Intellectual Property; and

WHEREAS, the Grantors have agreed to execute this Agreement for recording with the United States Patent and Trademark Office, and other applicable Governmental Authorities.

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

SECTION 1. GRANT OF SECURITY. Each Grantor hereby assigns as collateral security to the Administrative Agent (for the benefit of the Secured Parties), and hereby grants to the Administrative Agent (for the benefit of the Secured Parties) a security interest in and continuing lien on all of such Grantor’s rights, priorities and privileges in, to and under intellectual property, whether arising under United States, Tribe, state, multinational or foreign laws or otherwise, including, without limitation all of such Grantor’s right, title and interest in, to

and under the following (the “**Intellectual Property Collateral**”), for the prompt and complete payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States, Tribe 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 any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, the “**Trademark Licenses**”);

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Security Agreement, the provisions of the Amended and Restated Security Agreement shall govern.

SECTION 5. INDIAN LAW PROVISIONS. Sections 11.4, 11.7, 11.8, 11.9 and 11.10 of the Amended and Restated Security Agreement are hereby incorporated mutatis mutandis herein by this reference and shall apply to this Agreement as if fully set forth herein.

SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK); 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 UNIFORM COMMERCIAL CODE OR THE SECURITY INTEREST IN ANY ITEM OF INTELLECTUAL PROPERTY COLLATERAL CANNOT BE CREATED, ATTACHED OR PERFECTED UNDER THE NEW YORK UNIFORM COMMERCIAL CODE, THEN THE CREATION, ATTACHMENT AND/OR PERFECTION OF THE SECURITY INTERESTS IN SUCH INTELLECTUAL PROPERTY COLLATERAL SHALL BE GOVERNED BY THE SECURED TRANSACTIONS LAW OF THE TRIBE.

[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.

COWLITZ TRIBAL GAMING AUTHORITY,
as Authority and Grantor

By: Lowell E. Bridges
Name: Lowell E. Bridges
Title: chairman

Acknowledged and Agreed:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent





By: *Ben Rechkemmer*
Name: Ben Rechkemmer
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007692 FRAME: 0222

Schedule 1 to Intellectual Property Security Agreement

Trademarks

No.	Trademark	Status	Application Number	Application Date	Registration Number	Registration Date
1.	ILANI	Registered	86903205	2/10/2016	5868687	9/24/2019
2.	ILANI	Published (Pending) Intent To Use	88686029	11/8/2019		
3.	ILANI 	Published (Pending) Intent To Use	88730820	12/17/2019		
4.	ILANI 	Registered	88730849	12/17/2019	6053501	5/12/2020
5.	COWLITZ CROSSING	Registered	88686035	11/8/2019	6013818	3/17/2020
6.	Design Only 	Published (Pending) Intent To Use	88730826	12/17/2019		
7.	Design Only 	Registered	88730842	12/17/2019	6053500	5/12/2020

Trademark Licenses

None.