

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Agreement at Reel/Frame No. 6511/0400		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association (f/k/a Fifth Third Bank), as Collateral Agent		11/29/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Seneca Gaming Corporation		
Street Address:	310 Fourth Street		
City:	Niagara Falls		
State/Country:	NEW YORK		
Postal Code:	14303		
Entity Type:	a tribally chartered instrumentality of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES		
Name:	Seneca Niagara Falls Gaming Corporation		
Street Address:	310 Fourth Street		
City:	Niagara Falls		
State/Country:	NEW YORK		
Postal Code:	14303		
Entity Type:	a tribally chartered instrumentality of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES		
Name:	Seneca Erie Gaming Corporation		
Street Address:	310 Fourth Street		
City:	Niagara Falls		
State/Country:	NEW YORK		
Postal Code:	14303		
Entity Type:	a tribally chartered instrumentality of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES		
Name:	Seneca Territory Gaming Corporation		
Street Address:	310 Fourth Street		
City:	Niagara Falls		
State/Country:	NEW YORK		
Postal Code:	14303		
Entity Type:	a tribally chartered instrumentality of the Seneca Nation of Indians, a		

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	federally-recognized American Indian tribe: UNITED STATES
Name:	Lewiston Golf Course Corporation
Street Address:	310 Fourth Street
City:	Niagara Falls
State/Country:	NEW YORK
Postal Code:	14303
Entity Type:	a tribally chartered instrumentality of the Seneca Nation of Indians, a federally-recognized American Indian tribe: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3141025	BEAR'S DEN
Registration Number:	4670059	BLUES BURGER BAR
Registration Number:	4565154	BUFFALO SAVORS GRILL
Registration Number:	5243098	EXIT 6
Registration Number:	4487324	IPLAYSENECA.COM
Registration Number:	3436818	PATRIA
Registration Number:	3436819	PATRIA FINE ITALIAN CUISINE
Registration Number:	4161438	SENECA
Registration Number:	3451220	SENECA ALLEGANY CASINO & HOTEL
Registration Number:	3457952	SENECA ALLEGANY CASINO & HOTEL
Registration Number:	4197248	SENECA ALLEGANY CASINO & HOTEL
Registration Number:	4653019	SENECA ALLEGANY RESORT & CASINO
Registration Number:	4649365	SENECA ALLEGANY RESORT & CASINO
Registration Number:	3596671	SENECA BUFFALO CREEK CASINO
Registration Number:	4124799	SENECA BUFFALO CREEK CASINO
Registration Number:	4653020	SENECA BUFFALO CREEK CASINO
Registration Number:	4306841	SENECA CASINOS
Registration Number:	3552191	SENECA GAMING CORPORATION
Registration Number:	5508719	SENECA GAMING CORPORATION
Registration Number:	5508723	SENECA GAMING CORPORATION
Registration Number:	4819572	SENECA HICKORY STICK GOLF
Registration Number:	4814584	SENECA HICKORY STICK GOLF
Registration Number:	3457950	SENECA NIAGARA CASINO & HOTEL
Registration Number:	4121950	SENECA NIAGARA CASINO & HOTEL
Registration Number:	4649364	SENECA NIAGARA RESORT & CASINO
Registration Number:	4653018	SENECA NIAGARA RESORT & CASINO
Registration Number:	4649363	SENECA RESORTS & CASINOS
Registration Number:	4712648	SENECA RESORTS & CASINOS
Registration Number:	5188350	SOCIAL CLUB BY SENECA

TRADEMARK

REEL: 007915 FRAME: 0857

Property Type	Number	Word Mark
Registration Number:	3609141	THE SENECA CAFÉ
Registration Number:	3081363	THE WESTERN DOOR
Registration Number:	3019501	THE WESTERN DOOR A SENECA STEAKHOUSE
Registration Number:	3131797	THUNDER MOUNTAIN BUFFET
Registration Number:	3141024	TURTLE ISLAND

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

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:	063435-0001
NAME OF SUBMITTER:	Rhonda DeLeon
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	11/29/2022

Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated November 29, 2022 (“Agreement”), is made and entered into among Fifth Third Bank, National Association (f/k/a Fifth Third Bank), as Collateral Agent for the Secured Parties (in such capacity, “Collateral Agent”), Seneca Gaming Corporation (“SGC”), Seneca Niagara Falls Gaming Corporation (“SNFGC”), Seneca Erie Gaming Corporation (“SEGC”), Seneca Territory Gaming Corporation (“STGC”) and Lewiston Golf Course Corporation (“LGCC” and, together with SGC, SNFGC, SEGC, and STGC, collectively, the “Seneca Parties”).

WHEREAS, SGC, the lenders party thereto, certain other financial institutions and Fifth Third Bank, National Association (f/k/a Fifth Third Bank), as Administrative Agent have entered into a Credit Agreement, dated December 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and all capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement;

WHEREAS, the Seneca Parties and Collateral Agent have entered into a Security Agreement, dated December 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, to secure their obligations under the Credit Agreement and the Security Agreement, the Seneca Parties entered into that certain Intellectual Property Security Agreement, dated December 28, 2018 and recorded with the U.S. Patent and Trademark Office on December 28, 2018 at Reel/Frame No. 6511/0400 and with the Canadian Intellectual Property Office on February 19, 2019 under File No. 1612887 (the “IP Security Agreement”) for the benefit of Collateral Agent, wherein the Seneca Parties granted a security interest in certain collateral to Collateral Agent, including the Intellectual Property Collateral (as defined in the IP Security Agreement) listed on **Schedule A** attached hereto (collectively, the “Released IP Collateral”); and

WHEREAS, all obligations under the Credit Agreement have been satisfied and all liens under the Security Agreement and the IP Security Agreement have been terminated, and Collateral Agent wishes to terminate and release all security interests, pledges, assignments, mortgages and liens of record granted to it in the Intellectual Property Collateral pursuant to the IP Security Agreement and the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, Collateral Agent and the Seneca Parties agree as follows:


1. Release. Collateral Agent hereby discharges, terminates and releases all security interests, pledges, assignments, mortgages and liens granted to it (collectively, “Security Interests”) in the Released IP Collateral under the IP Security Agreement and the Security Agreement, and agrees that all of the Security Interests in the Released IP Collateral are hereby discharged, terminated and released and hereby transfers and assigns to the applicable Seneca Party any and all right, title and interest that Collateral Agent may have obtained in, to and under the Released IP Collateral under the IP Security Agreement or the Security Agreement.

2. Perfection. Each of the Seneca Parties and Collateral Agent hereby authorizes the Director of the United States Copyright Office, the Director of the United States Patent and Trademark Office, and the Registrar of Trademarks of the Canadian Intellectual Property Office to

record this Agreement to reflect the release of Security Interests and reassignment of any interests with respect to the Released IP Collateral.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above-mentioned.

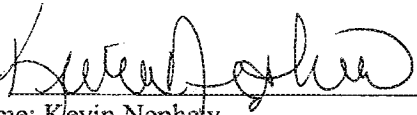
FIFTH THIRD BANK, NATIONAL ASSOCIATION
as Collateral Agent

By: 
Name: Nate Evert
Title: Director

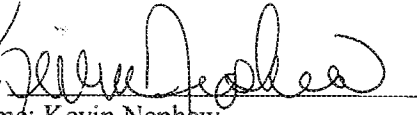
[Signature Page to IP Security Agreement Release]

TRADEMARK
REEL: 007915 FRAME: 0861

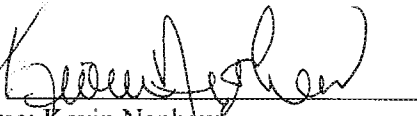
SENECA GAMING CORPORATION

By: 
Name: Kevin Nephew
Title: President and Chief Executive Officer

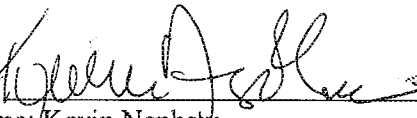
SENECA NIAGARA FALLS GAMING CORPORATION

By: 
Name: Kevin Nephew
Title: President and Chief Executive Officer

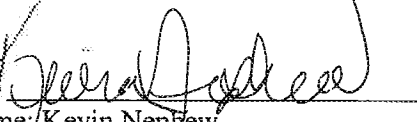
SENECA ERIE GAMING CORPORATION

By: 
Name: Kevin Nephew
Title: President and Chief Executive Officer

SENECA TERRITORY GAMING CORPORATION

By: 
Name: Kevin Nephew
Title: President and Chief Executive Officer

LEWISTON GOLF COURSE CORPORATION

By: 
Name: Kevin Nephew
Title: President and Chief Executive Officer

SCHEDULE A

COPYRIGHTS

None.

COPYRIGHT LICENSES

None.



PATENTS

None.

PATENT LICENSES

None.

TRADEMARKS

	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
United States	BEAR'S DEN	41	76647288 22-SEP-2005	3141025 12-SEP-2006
United States	BLUES BURGER BAR 	43	86184758 05-FEB-2014	4670059 13-JAN-2015
United States	BUFFALO SAVORS GRILL	43	85878414 18-MAR-2013	4565154 08-JUL-2014
United States	EXIT 6	35	87287589 03-JAN-2017	5243098 11-JUL-2017
United States	IPLAYSENECA.COM	41	85837564 31-JAN-2013	4487324 25-FEB-2014
United States	PATRIA	43	77038332 07-NOV-2006	3436818 27-MAY-2008
United States	PATRIA FINE ITALIAN CUISINE 	43	77038333 07-NOV-2006	3436819 27-MAY-2008

	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
United States	SENECA 	35, 41, 43	85514869 12-JAN-2012	4161438 19-JUN-2012
United States	SENECA ALLEGANY CASINO & HOTEL	35, 41, 43	78881172 11-MAY-2006	3451220 17-JUN-2008
United States	SENECA ALLEGANY CASINO & HOTEL 	43, 44	77377077 22-JAN-2008	3457952 01-JUL-2008
United States	SENECA ALLEGANY CASINO & HOTEL	41, 44	85441601 07-OCT-2011	4197248 28-AUG-2012
United States	SENECA ALLEGANY RESORT & CASINO	35, 41, 43, 44	86342960 21-JUL-2014	4653019 09-DEC-2014
United States	SENECA ALLEGANY RESORT & CASINO 	35, 41, 43, 44	86343039 21-JUL-2014	4649365 02-DEC-2014
United States	SENECA BUFFALO CREEK CASINO	41	78875181 03-MAY-2006	3596671 24-MAR-2009
United States	SENECA BUFFALO CREEK CASINO 	41, 43	85363058 05-JUL-2011	4124799 10-APR-2012
United States	SENECA BUFFALO CREEK CASINO 	41, 43	86343256 21-JUL-2014	4653020 09-DEC-2014
United States	SENECA CASINOS	41, 43, 44	85702853 14-AUG-2012	4306841 19-MAR-2013
United States	SENECA GAMING CORPORATION 	35, 41, 43	78980721 27-FEB-2006	3552191 23-DEC-2008
United States	SENECA GAMING CORPORATION	35, 41, 43	87798901 15-FEB-2018	5508719 03-JUL-2018

SCHEDULE A

TRADEMARK
REEL: 007915 FRAME: 0864

	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
United States	SENECA GAMING CORPORATION 	35, 41, 43	87800108 16-FEB-2018	5508723 03-JUL-2018
United States	SENECA HICKORY STICK GOLF	35, 41, 43	86402266 22-SEP-2014	4819572 22-SEP-2015
United States	SENECA HICKORY STICK GOLF 	35, 41, 43	86402321 22-SEP-2014	4814584 15-SEP-2015
United States	SENECA NIAGARA CASINO & HOTEL	35, 41, 43, 44	77377068 22-JAN-2008	3457950 01-JUL-2008
United States	SENECA NIAGARA CASINO & HOTEL 	35, 41, 43, 44	85441716 07-OCT-2011	4121950 03-APR-2012
United States	SENECA NIAGARA RESORT & CASINO	35, 41, 43, 44	86342707 21-JUL-2014	4649364 02-DEC-2014
United States	SENECA NIAGARA RESORT & CASINO 	35, 41, 43, 44	86342748 21-JUL-2014	4653018 09-DEC-2014
United States	SENECA RESORTS & CASINOS	35, 41, 43, 44	86342679 21-JUL-2014	4649363 02-DEC-2014
United States	SENECA RESORTS & CASINOS 	41, 43, 44	86433522 24-OCT-2014	4712648 31-MAR-2015
United States	SOCIAL CLUB BY SENECA	41	87061830 06-JUN-2016	5188350 18-APR-2017
United States	THE SENECA CAFÉ 	43	77009923 28-SEP-2006	3609141 21-APR-2009
United States	THE WESTERN DOOR	43	76622725 01-DEC-2004	3081363 18-APR-2006

SCHEDULE A

TRADEMARK
REEL: 007915 FRAME: 0865

	Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
United States	THE WESTERN DOOR A SENECA STEAKHOUSE 	43	76622726 01-DEC-2004	3019501 29-NOV-2005
United States	THUNDER MOUNTAIN BUFFET 	43	76647518 26-SEP-2005	3131797 22-AUG-2006
United States	TURTLE ISLAND	41	76647285 22-SEP-2005	3141024 12-SEP-2006
Canada	IPLAYSENECA.COM		1612887 31-JAN-2013	TMA897310 24-FEB-2015
Canada	SENECA ALLEGANY CASINO & HOTEL		1549895 21-OCT-2011	TMA858119 20-AUG-2013
Canada	SENECA ALLEGANY CASINO & HOTEL & DESIGN 		1549900 21-OCT-2011	TMA849429 25-APR-2013
Canada	SENECA BUFFALO CREEK CASINO		1549897 21-OCT-2011	TMA849423 25-APR-2013
Canada	SENECA BUFFALO CREEK CASINO & DESIGN 		1549896 21-OCT-2011	TMA849422 25-APR-2013
Canada	SENECA CASINOS		1611508 23-JAN-2013	TMA896611 17-FEB-2015

TRADEMARK LICENSES

None.

TRADE SECRETS

None.

TRADE SECRET LICENSES

None.

SCHEDULE A