

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773916

| | | | |
|---------------------------------------|--------------------------------|--------------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Cherokee Nation Businesses, L.L.C. | | 11/22/2022 | Limited Liability Company: |
| Cherokee Nation Entertainment, L.L.C. | | 11/22/2022 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | BOKF, NA dba BOK Financial | | |
| Street Address: | One Williams Center, 8th Floor | | |
| City: | Tulsa | | |
| State/Country: | OKLAHOMA | | |
| Postal Code: | 74172 | | |
| Entity Type: | Chartered Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 19 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88567333 | L LEGENDS RESORT & CASINO | |
| Serial Number: | 88567321 | LEGENDS RESORT & CASINO | |
| Serial Number: | 97222577 | JETSTREAM SAMMIES | |
| Serial Number: | 97228877 | THE BAR | |
| Serial Number: | 97228808 | THE FOOD HALL | |
| Serial Number: | 97228863 | JETSTREAM SAMMIES | |
| Serial Number: | 97222563 | THE FOOD HALL AT WEST SILOAM SPRINGS | |
| Serial Number: | 97222567 | RISE COFFEE & BAKERY | |
| Serial Number: | 97228857 | EL TACO | |
| Serial Number: | 97222583 | FIELD TO FORK FLATBREADS & GREENS | |
| Serial Number: | 97228830 | RISE COFFEE & BAKERY | |
| Serial Number: | 97228847 | FIELD TO FORK FLATBREADS & GREENS | |
| Serial Number: | 97385757 | TRACK 5. | |
| Serial Number: | 97385774 | TRACK 5. | |
| Serial Number: | 78405573 | CHEROKEE CASINO RESORT | |
| Serial Number: | 78405555 | CHEROKEE HILLS GOLF CLUB | |
| Serial Number: | 77957542 | CHEROKEE CASINO WILL ROGERS DOWNS | |

OP \$490.00 88567333

| Property Type | Number | Word Mark |
|----------------|----------|---------------|
| Serial Number: | 86785952 | ONE STAR |
| Serial Number: | 97228819 | BRGR -&- CHKN |

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: 9185839922
 Email: kkincaid@fdlaw.com
 Correspondent Name: Katie Kincaid
 Address Line 1: 124 East Fourth Street
 Address Line 4: Tulsa, OKLAHOMA 74103

| | |
|---------------------------|-----------------|
| NAME OF SUBMITTER: | Katie Kincaid |
| SIGNATURE: | /Katie Kincaid/ |
| DATE SIGNED: | 12/13/2022 |

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of November 22, 2022 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, this "Agreement"), is made by EACH OF THE SIGNATORIES HERETO from time to time (collectively, the "Grantors") in favor of BOKF, NA dba BOK FINANCIAL, as Administrative Agent for the benefit of the L/C Issuer and the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WHEREAS, Cherokee Nation Businesses, L.L.C., a tribal limited liability company wholly-owned by the Cherokee Nation, a federally recognized Indian tribe (the "Borrower") has entered into that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto, the L/C Issuer and the Administrative Agent;

WHEREAS, the Grantors have executed and delivered that certain Amended and Restated Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement"). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Loan Agreement; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors relating to the Enterprise, to the Administrative Agent for the benefit of the Lenders, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright 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 grants to the Administrative Agent for the benefit of the Lenders a security interest in and to all of such Grantor's rights, priorities and privileges with respect to Intellectual Property relating to the Enterprise, whether arising under United States, tribal, state, multinational or foreign laws or otherwise, including, without limitation all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States 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, in each case relating to the Enterprise, 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), in each case relating to the Enterprise, including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, "Trademark Licenses");

1.3 Patents. All United States and foreign patents and certificates of invention, or similar industrial property rights, in each case relating to the Enterprise, and applications for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and proceeds of suit arising therefrom; and (g) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Patents");

1.4 Patent Licenses. Any and all agreements providing for the granting of any right in or to Patents (whether any Grantor is licensee or licensor thereunder), in each case relating to the Enterprise, including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, "Patent Licenses");

1.5 Copyrights. All United States, and foreign copyrights (including community designs), including, but not limited to, copyrights in software and databases, and all mask works (as defined under 17 U.S.C. § 901 of the U.S. Copyright Act), whether registered or unregistered, in each case relating to the Enterprise, and, with respect to any and all of the foregoing: (a) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (b) all extensions and renewals thereof; (c) all rights corresponding thereto throughout the world; (d) all rights to sue for past, present and future infringements thereof; and (e) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the "Copyrights");

1.6 Copyright Licenses. Any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder), in each case relating to the Enterprise, including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, "Copyright Licenses");

1.7 Trade Secrets. All trade secrets (which shall include all confidential or proprietary information and know-how) whether or not the trade secrets have been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to the trade secrets, in each case relating to the Enterprise, including, but not limited to: (a) the right to sue for past, present and future misappropriation or other violation of any trade secret, and (b) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the "Trade Secrets");

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether any Grantor is licensee or licensor thereunder), in each case relating to the Enterprise, including, without limitation, each agreement referred to in Schedule 1 hereto (collectively, "Trade Secret Licenses"); and

1.9 Proceeds. Any and all proceeds of any Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses, Trade Secrets, Trade Secret Licenses, in each case described in this Section 1 (collectively, "Proceeds").

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, 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, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, 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.

SECTION 4. CONFLICT PROVISION. This Agreement has been entered into in conjunction with the provisions of the 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 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 Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. SOVEREIGN IMMUNITY, ETC.; CERTAIN PROVISIONS INCORPORATED. This Agreement is one of the Loan Documents referred to in the Credit Agreement, and the provisions of the Credit Agreement with respect to governing law, waiver of sovereign immunity, consent to court jurisdiction, waiver of jury trial, consent to arbitration and other provisions of the Credit Agreement generically applicable to Loan Documents, including but not limited to the provisions of Sections 19, 20 and 21 of the Guaranty, are incorporated herein by this reference and made applicable to the transactions described in this Agreement.

SECTION 6. 25 U.S.C. SECTION 81. Notwithstanding anything expressed or implied to the contrary herein, nothing in this Agreement is intended to "encumber" any "Indian Lands" of any Grantor within the meaning of 25 U.S.C. Section 81 (a "Prohibited Encumbrance") or to create a Prohibited Encumbrance. If any Governmental Authority determines that any provision(s) of this Agreement does constitute a Prohibited Encumbrance, then such provision(s) shall be deemed removed from this Agreement, and the rest of this Agreement will survive.

SECTION 7. SUCCESSOR ADMINISTRATIVE AGENT. In the event a successor Administrative Agent is appointed pursuant to the Credit Agreement, such successor Administrative Agent shall also succeed to the benefits, duties and responsibilities of the Administrative Agent hereunder.

SECTION 8. JOINT AND SEVERAL OBLIGATIONS OF GRANTOR.

(a) Subject to subsection (c) of this Section 8, each of the Grantors is accepting joint and several liability hereunder in consideration of the financial accommodation to be provided by the Lenders, for the mutual benefit, directly and indirectly, of each of the Grantors and in consideration of the undertakings of each of the Grantors to accept joint and several liability for the obligations of each of them.

(b) Subject to subsection (c) of this Section 8, each of the Grantors jointly and severally hereby irrevocably and unconditionally accepts, not merely as a surety but also as a primary obligor, joint and several liability with the other Grantors with respect to the payment and performance of all of the Secured Obligations arising under this Agreement, the other Loan Documents and any other documents relating to the Secured Obligations, it being the intention of the parties hereto that all the Secured Obligations shall be the joint and several obligations of each of the Grantors without preferences or distinction among them.

(c) Notwithstanding any provision to the contrary contained herein, in any other of the Loan Documents or in any other documents relating to the Secured Obligations, the obligations of each Grantor under the Credit Agreement, the other Loan Documents and the other documents relating to the Secured Obligations shall be limited to an aggregate amount equal to the largest amount that would not render such obligations subject to avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state law.

[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.

GRANTORS:

CHEROKEE NATION BUSINESSES, L.L.C.

By: 

Chuck Garrett, President/CEO

**CHEROKEE NATION ENTERTAINMENT,
L.L.C.**

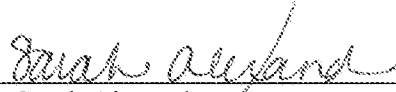
By: 

Chuck Garrett, President/CEO

Acknowledged and Agreed:

BOKF, NA dba BOK FINANCIAL,
as the Administrative Agent

By:
Name:
Title:



Sarah Alexander
Senior Vice President

[Signature Page to Intellectual Property Security Agreement]




SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT


INTELLECTUAL PROPERTY



Patents and Patent Applications

| Patent No. | Title | Status | Issue Date | Owner |
|-------------------|---|---------------|-------------------|---------------------------------------|
| US9742889B1 | Lighted phone charger and cup holder device | Issued | 2017-08-22 | Cherokee Nation Entertainment, L.L.C. |
| USD807437S1 | Card box | Issued | 2018-01-09 | Cherokee Nation Entertainment, L.L.C. |
| USD796436S1 | Lighted phone charger with cup holder device | Issued | 2017-09-05 | Cherokee Nation Entertainment, L.L.C. |
| US8066562B1 | Method of simulating a traditional roulette game experience | Issued | 2011-11-29 | Cherokee Nation Entertainment, L.L.C. |
| US7669854B1 | Method of simulating a traditional craps game with barcoded cards and video display | Issued | 2010-03-02 | Cherokee Nation Entertainment, L.L.C. |

Trademarks and Trademark Applications

| Title Or Mark | Status | Filing Date / App Serial No. | Date Reg. / Reg. No. | Owner |
|---|---------------|-------------------------------------|-----------------------------|---------------------------------------|
|  | Allowed | 08/05/2019 88/567,333 | | Cherokee Nation Businesses, L.L.C. |
| LEGENDS RESORT & CASINO | Allowed | 08/05/2019 88/567,321 | | Cherokee Nation Businesses, L.L.C. |
|  | Allowed | 1/20/2022 97/228,819 | | Cherokee Nation Entertainment, L.L.C. |
| JETSTREAM SAMMIES | Allowed | 1/17/2022 97/222,577 | | Cherokee Nation Entertainment, L.L.C. |
|  | Allowed | 1/20/2022 97/228,877 | | Cherokee Nation Entertainment, L.L.C. |
| | Allowed | 1/20/2022 97/228,808 | | Cherokee Nation Entertainment, L.L.C. |

| Title Or Mark | Status | Filing Date / App Serial No. | Date Reg. / Reg. No. | Owner |
|---|------------|------------------------------------|-------------------------|---|
|  | | | | |
|  | Allowed | 1/20/2022 97/228,863 | | Cherokee Nation Entertainment, L.L.C. |
| THE FOOD HALL AT WEST SILOAM SPRINGS | Pending | 1/17/2022 97/222,563 | | Cherokee Nation Entertainment, L.L.C. |
| RISE COFFEE & BAKERY | Pending | 1/17/2022 97/222,567 | | Cherokee Nation Entertainment, L.L.C. |
|  | Pending | 1/20/2022 97/228,857 | | Cherokee Nation Entertainment, L.L.C. |
| FIELD TO FORK FLATBREADS & GREENS | Pending | 1/17/2022 97/222,583 | | Cherokee Nation Entertainment, L.L.C. |
|  | Pending | 1/20/2022 97/228,830 | | Cherokee Nation Entertainment, L.L.C. |
|  | Pending | 1/20/2022 97/228,847 | | Cherokee Nation Entertainment, L.L.C. |
| TRACK 5. | Pending | 4/28/2022 97/385,757 | | Cherokee Nation Entertainment, L.L.C. |
|  | Pending | 4/28/2022 97/385,774 | | Cherokee Nation Entertainment, L.L.C. |
|  | Registered | 4/21/2004 78/405,573 | 6/7/2005 2,961,563 | Cherokee Nation Entertainment, L.L.C. |
| | Registered | 4/21/2004 78/405,555 | 6/7/2005 2,961,562 | Cherokee Nation Entertainment, L.L.C. |

| Title Or Mark | Status | Filing Date / App Serial No. | Date Reg. / Reg. No. | Owner |
|---|------------|------------------------------------|-------------------------|---|
|  | | | | |
|  | Registered | 3/12/2010 77/957,542 | 8/17/2010 3,835,089 | Cherokee Nation Entertainment, L.L.C. |
| ONE STAR | Registered | 10/13/2015 86/785,952 | 3/1/2016 4,908,890 | Cherokee Nation Entertainment, L.L.C. |

Copyrights

| Title | Registration No. | Claimant | Publication Date | Registration Date |
|--|------------------|--|------------------|-------------------|
| Education Tour Teacher's Curriculum. | TX0007228093 | Cherokee Nation Entertainment, LLC | 2010-03-17 | 2010-04-01 |