

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association		08/30/2023	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Gun Lake Tribal Gaming Authority		
Street Address:	1123 129th Avenue		
City:	Wayland		
State/Country:	MICHIGAN		
Postal Code:	49348		
Entity Type:	Wholly-owned, unincorporated instrumentality of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan, a federally-recognized Indian tribe: NOT PROVIDED		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4126077	APPLIQUES	
Registration Number:	4116322	GUN LAKE CASINO	
Registration Number:	3948054	GUN LAKE CASINO	
Registration Number:	3951083	GUN LAKE CASINO	
Registration Number:	4136054	SANDHILL CAFÉ	
Registration Number:	4291333	SANDHILL CAFÉ	
Registration Number:	4291334	SANDHILL CAFÉ	
CORRESPONDENCE DATA			
Fax Number:			
<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:	402-661-8680		
Email:	kamaal.patterson@kutakrock.com		
Correspondent Name:	Y. Kamaal Patterson		
Address Line 1:	1650 Farnam Street		
Address Line 4:	Omaha, NEBRASKA 68102		
NAME OF SUBMITTER:	Y. Kamaal Patterson		

OP \$190.00 4126077

SIGNATURE:	/Y. Kamaal Patterson/
DATE SIGNED:	09/06/2023
Total Attachments: 7 source=KeyBank Release of Trademark Security Interests (Gun Lake) [ExecutedB&W]#page1.tif source=KeyBank Release of Trademark Security Interests (Gun Lake) [ExecutedB&W]#page2.tif source=KeyBank Release of Trademark Security Interests (Gun Lake) [ExecutedB&W]#page3.tif source=KeyBank Release of Trademark Security Interests (Gun Lake) [ExecutedB&W]#page4.tif source=KeyBank Release of Trademark Security Interests (Gun Lake) [ExecutedB&W]#page5.tif source=KeyBank Release of Trademark Security Interests (Gun Lake) [ExecutedB&W]#page6.tif source=KeyBank Release of Trademark Security Interests (Gun Lake) [ExecutedB&W]#page7.tif	

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **Termination and Release of Security Interest in Trademarks** (this “**Release**”) is dated as of August 30, 2023, by KeyBank National Association, as Administrative Agent under the Credit Agreement (as defined below) for the benefit of the Secured Parties, in favor of Gun Lake Tribal Gaming Authority (“**GLTGA**”), a wholly-owned, unincorporated instrumentality of the Match-E-Be-Nash-She-Wish Band of Pottawatomi Indians of Michigan (the “**Tribe**”), a federally-recognized Indian tribe.

WHEREAS, the Administrative Agent and GLTGA are parties to a Credit Agreement dated as of November 20, 2020, as amended by the First Amendment to Credit Agreement dated as of May 2, 2022 (the “**Credit Agreement**”);

WHEREAS, pursuant to the Credit Agreement, GLTGA executed and delivered that certain Security Agreement dated as of November 20, 2020 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “**Security Agreement**”) granting Administrative Agent a security interest in and lien on certain Trademark Collateral (as defined below);

WHEREAS, the Security Agreement superseded all prior agreements and understandings between the Administrative Agent and GLTGA relating to the subject matter thereof, including the Intellectual Property Security Agreement dated as of July 13, 2012, between the Administrative Agent and GLTGA (the “**IP Security Agreement**”);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (“**USPTO**”) against certain trademarks comprising the Trademark Collateral on July 16, 2012, at Reel 4821, Frame 0850; and

WHEREAS, GLTGA has satisfied all of the obligations under the Credit Agreement and has requested that the Administrative Agent terminate and release its security interests in and liens on the Trademark Collateral as herein provided.

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

1. Definitions. Capitalized terms used herein without definition are used as defined in the Security Agreement.
2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its security interest in and liens on the following Collateral of GLTGA (collectively, the “**Trademark Collateral**”):

all United States, and foreign, trademarks, trade names, trade dress, 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, whether or not registered, and with respect to any and all of the foregoing: (i) all

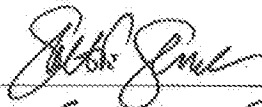
registrations and applications therefor, including (without limitation) the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including (without limitation) license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

3. Reassignment. The Administrative Agent hereby reassigns, grants and conveys to GLTGA, without any representation, recourse or undertaking by the Administrative Agent, all of the Administrative Agent's right, title and interest in and to the Trademark Collateral.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, GLTGA and the Administrative Agent have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

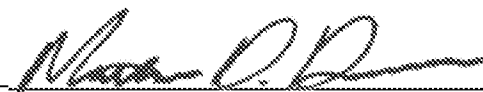
GUN LAKE GAMING AUTHORITY

By: 
Name: SALVATOR SEMOLA
Title: CEO
Address: 1123 129th Avenue
Wayland, MI 49348
Fax: (269) 792-7744
Attention: SAL SEMOLA

With a copy to:

Kutak Rock LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253-2738
Attn: Naomi J. Barnes
Facsimile: (480) 429-5001

KEYBANK NATIONAL ASSOCIATION,
as the Administrative Agent

By: _____

Name: Matthew D. Dunson

Title: Senior Vice President




Address: 4910 Tiedemann Road
OH-01-51-LFIQ
Brooklyn, OH 44144

Attention: KAS Collateral Processing

Schedule A to the Release

1. Active Trademarks

Mark	Register	Serial No.	Application Date	Registration No.	Registration Date	Class(es)
131 SPORTSBAR & LOUNGE	USPTO	90495072	January 28, 2021	90495072	November 2, 2021	43
APPLIQUES	USPTO	85042107	May 18, 2010	4126077	April 10, 2012	35
CBK CRAFT BAR KITCHEN	USPTO	90306625	November 9, 2020	6609718	January 4, 2022	43
GLC LIVE AT 20 MONROE & Design 	USPTO	90293265	November 2, 2020	6640867	February 8, 2022	41
GLC LIVE AT 20 MONROE & Design 	USPTO	90293237	November 2, 2020	6640866	February 8, 2022	41
GLC REWARDS	USPTO	90293284	November 2, 2020	6467567	August 31, 2021	41
GUN LAKE CASINO	USPTO	85976253	January 28, 2011	4116322	March 20, 2012	25, 35, 41, 43
GUN LAKE CASINO & Design 	USPTO	85978312	February 4, 2011	4284110	January 29, 2013	25, 41
GUN LAKE CASINO & Design 	USPTO	85978314	February 4, 2011	4290347	February 12, 2013	25, 41
GUN LAKE CASINO	USPTO	85978377	January 28, 2011	4290355	February 12, 2013	25, 41
GUN LAKE CASINO & Design	USPTO	77159898	April 18, 2007	3948054	April 19, 2011	25, 35, 41, 43

						
GUN LAKE CASINO & Design 	USPTO	77159906	April 18, 2007	3951083	April 26, 2011	25, 35, 41, 43
GUN LAKE CASINO RESORT & Design 	USPTO	97427459	May 25, 2022	N/A as of the effective date of this Release	N/A as of the effective date of this Release	25, 35, 41, 43, 44
JACKPOT CAPITAL OF MICHIGAN	USPTO	85200863	December 17, 2010	4384364	August 13, 2013	41
LUCKY DRAGON NOODLE BAR GUN LAKE CASINO RESORT	USPTO	98115074	August 3, 2023	N/A as of the effective date of this Release	N/A as of the effective date of this Release	43
PLAY GUN LAKE	USPTO	90549291	February 26, 2021	6641201	February 8, 2022	41
SANDHILL CAFÉ	USPTO	85042109	May 18, 2010	4136054	May 1, 2012	25, 43
SANDHILL CAFÉ & Design 	USPTO	85592340	April 9, 2012	4291333	February 19, 2013	25, 43
SANDHILL CAFÉ & Design 	USPTO	85592370	April 9, 2012	4291334	February 19, 2013	25, 43
SHKODÉ	USPTO	90306606	November 9, 2020	6640896	February 8, 2022	43
Design Only 	USPTO	85978041	December 10, 2010	4269920	January 1, 2013	25

Design Only 	USPTO	85978827	December 10, 2010	4329546	April 30, 2013	25
BONANZA BUCKS	State of Michigan	N/A	N/A	802169409	March 5, 2018	107 / Casino entertainment
BONANZA DOLLAR	State of Michigan	N/A	N/A	802165767	February 23, 2018	107 / Casino entertainment
BONANZA PENNY	State of Michigan	N/A	N/A	802165761	February 23, 2018	107 / Casino entertainment
ON THE SIDE	State of Michigan	N/A	N/A	802230404	August 27, 2018	100 / Bar services
SO MUCH FUN, SO CLOSE BY	State of Michigan	N/A	N/A	801948568	September 6, 2011	107 / Education and entertainment
SO MUCH FUN, SO CLOSE BY	State of Michigan	N/A	N/A	801971328	September 6 2011	101 / Advertising and business

2. Inactive Trademarks

Mark	Register	Serial No.	Application Date	Registration No.	Registration Date	Class(es)
GUN LAKE CASINO PASSPORT	USPTO	85229174	January 28, 2011	4092249	January 24, 2012	41
STAGE 131	USPTO	85169367	November 4, 2010	4230514	October 23, 2012	41, 43