

03-03-2005

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U.S. Department of Commerce
Patent and Trademark Office

PTO-1594
(Rev. 6-93)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): SAN PASQUAL BAND OF MISSION INDIANS.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporations <input checked="" type="checkbox"/> Other : a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. Section 476, which operates its Casino Enterprise and Casino Facilities in the name of the Valley View Casino</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		<p>2. Name and address of receiving party(ies): Name: <u>MERRILL LYNCH CAPITAL CORPORATION, as Administrative Agent</u> Internal Address: _____ Street Address: <u>4 World Financial Center</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10080</u> Country: _____</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation _____ <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & Address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>February 16, 2005</u></p>			
<p>4. Application number(s) or trademark number(s): If this document is being filed together with a new application, the execution date of the application is _____</p>			
<p>A. Trademark Application No.(s) See attached</p>		<p>B. Trademark No.(s) See attached</p>	
<p>Additional numbers attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Nora A. Whitescarver</u> Internal Address: <u>Mayer Brown, Rowe & Maw</u> Street Address: <u>1909 K Street, NW</u> City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>		<p>6. Total number of applications and trademarks involved: <u>2</u> 7. Total fee (37 CFR 3.41): <u>\$215.00</u> <input checked="" type="checkbox"/> Enclosed (Check No. <u>3636</u>) <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)</p>	
<p>DO NOT USE THIS SPACE</p>			
<p>9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. <u>Nora A. Whitescarver</u> <u><i>Nora A. Whitescarver</i></u> <u>February 24, 2005</u> Name of Person Signing Signature Date</p> <p>Total number of pages comprising cover sheet and document attachments: 14</p>			

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01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks:

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Moreplay	76547046	9/23/03
United States	Overtime Play	76547049	9/23/03

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications In Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Item B. Trademark Licenses:

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 16, 2005 (this "**Agreement**"), is made by SAN PASQUAL BAND OF MISSION INDIANS, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. §476, which operates its Casino Enterprise and Casino Facilities in the name of the Valley View Casino (the "**Grantor**"), in favor of MERRILL LYNCH CAPITAL CORPORATION (the "**Administrative Agent**").

W I T N E S S E T H :

WHEREAS, the Grantor, as Borrower, the financial institutions from time to time parties thereto and MERRILL LYNCH CAPITAL CORPORATION, as Administrative Agent, have entered into a Credit Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Credit Agreement**") providing for the making of Loans as contemplated therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Security Agreement, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "**Security Agreement**");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.4 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, and hereby grants to the Administrative Agent, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "**Trademark Collateral**");

- (a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business

identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “**Trademark**”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Administrative Agent will, at the Grantor’s sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents

as the Grantor shall reasonably request to evidence such termination. In addition, in the event the Grantor hereunder shall be a Person other than the Borrower, at the request of the Borrower, and at the sole expense of the Borrower, a Grantor that is a Subsidiary of the Borrower shall be released from its obligations hereunder in the event that (a) the Capital Securities of such Grantor are disposed of in a transaction permitted by the Credit Agreement or (b) such Grantor ceases to be a Subsidiary of the Borrower as a result of a transaction permitted by the Credit Agreement; provided that the Borrower shall have delivered to the Administrative Agent, at least three (3) Business Days prior to the date of such proposed release, a written request for release identifying the relevant Grantor and a certification by the Borrower stating that such transaction is in compliance with the Loan Documents.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. Governing Law, Entire Agreement, etc. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED WITHIN SUCH STATE, EXCEPT THAT THE CREATION, ATTACHMENT, PERFECTION, EFFECT OF PERFECTION OR NON-PERFECTION, PRIORITY AND ENFORCEMENT OF THE SECURITY INTERESTS GRANTED OR PURPORTED TO BE GRANTED HEREIN BY THE GRANTOR IN THE COLLATERAL, SHALL BE GOVERNED BY THE SECURED TRANSACTIONS RESOLUTION.** This Agreement and the other Loan Documents constitute the entire understanding among the parties hereto with respect to the subject matter thereof and supersede any prior agreements, written or oral, with respect thereto.

SECTION 9. Waiver of Jury Trial. **THE ADMINISTRATIVE AGENT, EACH SECURED PARTY, AND THE GRANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING**

OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE ADMINISTRATIVE AGENT, SUCH SECURED PARTY OR THE GRANTOR IN CONNECTION THEREWITH. THE GRANTOR ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER LOAN DOCUMENT TO WHICH IT IS A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND EACH SECURED PARTY ENTERING INTO THE LOAN DOCUMENTS.

SECTION 10. Limited Waiver of Sovereign Immunity; Dispute Resolution.

(a) Limited Waiver of Sovereign Immunity.

(i) Retention of Sovereign Immunity. By executing this Agreement, the Grantor does not waive, limit or modify its sovereign immunity from unconsented suit or judicial litigation, except as provided in this Section 10.

(ii) Scope of Waiver. Subject to the provisions of this Section 10, the Grantor hereby expressly and irrevocably grants to the Administrative Agent and the Secured Parties, their respective counsel and agents and other Persons within the scope of this Section 10, a limited waiver of its sovereign immunity from unconsented suit and consents to suit in accordance with this Section 10.

(iii) Procedural Requirements. The Grantor's limited waiver of its sovereign immunity as to unconsented suit or judicial litigation is effective if, and only if, each and every one of the following conditions is met:

a. The claim is made by a party designated under subparagraph (iv) hereof, and not by any other Person whatsoever;

b. The claim alleges a default or a breach by the Grantor of one or more of the specific warranties, representations, obligations or duties expressly assumed by the Grantor under the terms of this Agreement;

c. The claim seeks (1) payment of a specified sum, performance of some specific action or discontinuance of some action (including, without limitation, an injunction to cause such specific action to be taken or discontinued, as the case may be), by the Grantor to bring the Grantor into full compliance with the duties and obligations expressly assumed by the Grantor under this Agreement; or (2) money damages for misrepresentation under or noncompliance with the terms and provisions of this Agreement; provided, however, that the property, assets, or funds that may be used to satisfy any judgment obtained against the Grantor under this Agreement shall be limited to the present and future gaming and related resort assets and revenues of the Grantor (excluding those held in

trust for the benefit of the Grantor by the United States or those which cannot be encumbered without the consent of the BIA or any other Person), subject to prior existing liens and encumbrances, and provided further that upon distribution of such revenues to the members of the Grantor as permitted by any agreement to which the Grantor is a party or as otherwise authorized by applicable law, such revenue will cease to be available to satisfy any such judgment;

d. The claim is made in a detailed written statement to the Grantor, stating the specific action or discontinuance of action by the Grantor that would cure the alleged default, breach or non-performance, as the case may be, or the sum of money claimed to be due and owing from the Grantor to the Administrative Agent, the Secured Parties or the Indemnified Parties by reason of such specific default, breach or non-performance, and the Grantor shall have fifteen (15) days to cure such default, breach or non-performance or to make such payment before judicial proceedings may be instituted; provided, however, that this cure period may be reasonably extended in the sole discretion of the Administrative Agent (acting reasonably) for non-monetary matters as long as the Grantor is making good faith efforts to cure such default, breach or non-performance;

e. With respect to any claim authorized in this Section 10, initial suit, as authorized herein, shall be commenced within the later of one (1) year after the claim accrues or is discovered upon the exercise of due diligence, or such claim shall be forever barred. The waiver granted herein shall commence as of the effective date of this Agreement and shall continue for one (1) year following the date of termination of this Agreement, except that the waiver shall remain effective for any proceedings then pending, and all appeals therefrom; and

f. This waiver of sovereign immunity shall not apply to or permit any claims against individual officers or members of the Grantor or any of its respective Affiliates.

(iv) Recipient of Waiver. The recipients of the benefit of this waiver of sovereign immunity are limited to the Administrative Agent, the Secured Parties, the Indemnified Parties, each of their respective counsel and agents and any and all Persons covered by the indemnification provisions hereof; provided, however, that as to such latter Persons, this waiver extends only to the enforcement of any rights to indemnification by the Grantor, and to no other actions or persons.

(v) Enforcement. All provisions of this subparagraph (v) are subject to the limitations set forth in subparagraph (iii) above. The Grantor waives its sovereign immunity from a judgment or order consistent with the terms and provisions of this Section 10, which is final because either the time for appeal thereof has expired or the judgment or an order is issued by a court having final

appellate jurisdiction over the matter. The Grantor consents to the jurisdiction of, to be sued in and to accept and be bound by any order or judgment of, the United States District Court for the Southern District of California or the Superior Court of California, for the County of San Diego, and any federal or state court having appellate jurisdiction thereover, consistent with the terms and provisions of this Section 10. Further, the Grantor waives its sovereign immunity as to an action by the Administrative Agent and/or the Secured Parties in the United States District Court for the Southern District of California or the Superior Court of California, for the County of San Diego, and in the federal or state courts having appellate jurisdiction thereover, seeking injunctive and/or declaratory relief against the Grantor based upon an attempt by the Grantor to revoke its waiver of its sovereign immunity under this Agreement, and as to enforcement in said federal District Court or State Court of any such final judgment against the Grantor, subject to the limitations in this Agreement. Without in any way limiting the generality of the foregoing, the Grantor expressly authorizes any governmental authorities who have the right and duty under applicable law to take any action authorized or ordered by any court, to take such action as entering onto the properties of the Grantor to give effect to any judgment entered subject to this Section 10.

- a. The Grantor hereby expressly and irrevocably waives:
 - i. its rights to have any dispute, controversy, suit, action or proceeding arising under this Agreement heard in any other forum whether or not such forum now exists or is hereafter created including, without limitation, any Tribal court or other tribunal, forum, council or adjudicative body of the Grantor (each, a **“Tribal Forum”**);
 - ii. any claim or right which it may possess to the exercise of jurisdiction by any Tribal Forum, including, without limitation, any determination that any Tribal Forum has jurisdiction over any such dispute, controversy, suit, action or proceeding or jurisdiction to determine the scope of such Tribal Forum’s jurisdiction;
 - iii. any requirement which may exist for exhaustion of any remedies available in any Tribal Forum prior to the commencement of any dispute, controversy, suit, action or proceeding in any state or federal court even if any such Tribal Forum would have concurrent jurisdiction over any such dispute, controversy, suit, action or proceeding but for such waiver;
 - iv. its sovereign immunity as to an action by the Administrative Agent, any Secured Party, any Indemnified Party and the successors and assigns of each of them in the United States District Court for the Southern District of California or the Superior Court of California, for the County of San Diego, and in

the federal or state courts having appellate jurisdiction thereover, seeking injunctive and/or declaratory relief against the Grantor based upon an attempt by the Grantor to revoke its waiver of its sovereign immunity or other waivers granted under this Section 10; and

v. its sovereign immunity from a judgment or order (including any appellate judgment or other order) and post-judgment proceedings supplemental thereto consistent with the terms and provisions of this Section 10, which is final because either the time for appeal thereof has expired or the judgment or an order is issued by the court having final jurisdiction over the matter.

b. Without in any manner limiting the generality of the foregoing, the Grantor expressly authorizes any governmental authorities who have the right and duty under applicable law to take any action authorized or ordered by any court, including, to take such action as entering onto property of the Grantor to give effect to any judgment or order entered.

(vi) No Revocation of Sovereign Immunity Waiver. The Grantor covenants and agrees that its limited waiver of sovereign immunity and other waivers contained in this Section 10 are irrevocable and the Grantor agrees not to revoke or further limit, in whole or in part, the Grantor's limited waiver of sovereign immunity or the waivers contained in this Section 10 or in any way attempt to revoke or further limit, in whole or in part, such limited waiver of sovereign immunity. In addition to the foregoing, the Grantor covenants and agrees to prohibit each and every Tribal Forum (whether now or hereafter existing) from exercising jurisdiction over any dispute, controversy, suit, action or proceeding in connection with, relating to or arising under this Agreement, the Loan Documents and other agreements authorized by the Grantor with respect thereto. In the event that the Grantor (a) revokes, limits or attempts to revoke or limit the limited waiver of sovereign immunity granted under this Section 10, (b) takes any action which is inconsistent with the waivers granted in this Section 10, (c) fails to submit to the jurisdiction of the state or federal courts as provided herein or (d) breaches its obligation to prohibit each Tribal Forum from exercising jurisdiction, as aforesaid, the parties expressly recognize and agree that (A) there remains no adequate remedy at law available to the Administrative Agent, the Secured Parties and the other Indemnified Parties, (B) the Administrative Agent, the Secured Parties and the other Indemnified Parties will be irreparably injured upon any revocation or further limitation of this Section 10, and (C) the Grantor hereby consents to the entry of appropriate injunctive relief, consistent with the terms and conditions of this Agreement. In the event of any attempted further limitation or revocation of the limited waiver of sovereign immunity granted herein, the Administrative Agent, the Secured Parties and the Indemnified Parties may immediately seek judicial injunctive relief as provided in this Section 10

without first complying with any of the prerequisites contained in this Section 10(a) to the limited waiver of sovereign immunity granted herein. Any action seeking injunctive relief under this Section 10(a) shall be brought in the United States District Court for the Southern District of California or the Superior Court of California, for the County of San Diego, and in the federal and state courts having appellate jurisdiction thereover, and the Grantor expressly consents to the jurisdiction of, and agrees to be bound by any order or judgment of, such District Court or State Court, and any federal or state court with appellate jurisdiction thereover.

(b) Dispute Resolution.

(i) Binding Arbitration. If, and only if, a dispute arises between the parties over a matter for which the Grantor has provided a limited waiver of immunity under this Agreement (the “**Dispute**”), and neither the United States District Court for the Southern District of California nor the Superior Court of California, for the County of San Diego can or is willing to hear the Dispute, then either party may request binding arbitration of a Dispute in accordance with the procedures set forth herein and the Grantor hereby expressly, unequivocally and irrevocably waives its sovereign immunity with respect thereto. To initiate binding arbitration of a Dispute, a party shall notify the other party in writing. The Dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court. One arbitrator shall preside and shall be selected by the American Arbitration Association.

(ii) Injunctive Relief. Any party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the dispute resolution proceedings.

(iii) Confidentiality. Neither party nor the arbitrator may disclose the existence or results of any arbitration hereunder, which shall be considered confidential to the parties, except

a. with the express prior written consent of the other party, which consent shall not be unreasonably withheld;

b. as required by Requirements of Law, the rules of any relevant stock exchange or requirement of any Lenders, by order or decree of a court or other governmental authority having jurisdiction over such party, or in connection with such party’s enforcement of any rights it may have at law or in equity;

c. on a "need to know" basis to Persons within or outside such party's organization, such as attorneys, accountants, bankers, financial advisors and other consultants; or

d. after such information has become publicly available without breach of this Agreement.

(iv) Costs of Arbitration. In the event of arbitration, the prevailing party shall be entitled to all of its costs, including reasonable attorney's fees, from the non-prevailing party.

(v) Location of Arbitration. The arbitration shall take place at a location in the City of San Diego, California or such other place as the parties may jointly agree. The parties and the arbitrators shall maintain strict confidentiality with respect to the arbitration. The arbitrator shall render an award within forty-five (45) days from the conclusion of the arbitration.

(vi) Enforcement. The decision of the arbitrator will be final and binding and enforced with the same force and effect as a decree of a court having competent jurisdiction. For this purpose, should the losing party in any arbitration proceeding pursuant to this Section 10 refuse to abide by the decision of the arbitrator, the prevailing party may apply to the United States District Court for the Southern District of California or the Superior Court of California, for the County of San Diego to compel enforcement of the arbitrator's award resulting from binding arbitration and each party hereto consents to the jurisdiction of each such court for this purpose. The Grantor hereby expressly and irrevocably waives its sovereign immunity (subject to the limitations and conditions set forth in subparagraphs (iii) and (iv) of Section 10(a) above) with respect to the entry of judgment on, and enforcement of, such award by such courts.

(c) Service of Process.

(i) Designation of Service Recipients. In any legal action or proceeding as to which the Grantor has waived its sovereign immunity as provided herein, the Grantor consents and agrees that process against the Grantor shall be effective if served:

- a. on the Tribal Spokesman, or during his or her absence;
- b. on any member of the Business Committee.

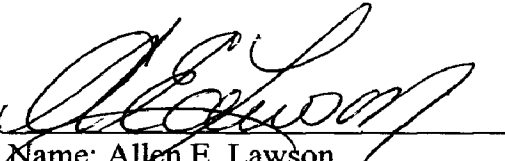
(ii) Appointment Irrevocable. The Grantor irrevocably appoints each of the Persons in the foregoing clauses and their respective successors in said offices from time to time, as agent for service of process made in accordance herewith.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SAN PASQUAL BAND OF MISSION INDIANS

By: 
Name: Allen E. Lawson
Title: Tribal Spokesman

ADMINISTRATIVE AGENT:

MERRILL LYNCH CAPITAL CORPORATION

By: _____
Name: Michael E. O'Brien
Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SAN PASQUAL BAND OF MISSION INDIANS

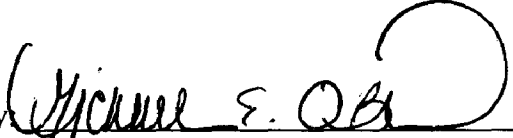
By: _____

Name: Allen E. Lawson

Title: Tribal Spokesman

ADMINISTRATIVE AGENT:

MERRILL LYNCH CAPITAL CORPORATION

By:  _____

Name: Michael E. O'Brien

Title: Vice President

SCHEDULE I
to Trademark Security Agreement

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