

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Valley View Casino		11/21/2004	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	San Pasqual Casino Development Group, Inc.		
<b>Street Address:</b>	16300 Nyemii Pass Road		
<b>City:</b>	Valley View		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92082		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2985898	OVERTIME PLAY	
<b>CORRESPONDENCE DATA</b>			
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	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	9627-0002		
NAME OF SUBMITTER:	Hillary A. Brooks		
Signature:	/Hillary A. Brooks/		
Date:	08/18/2010		

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Total Attachments: 4

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**CORPORATE CHARTER  
OF  
SAN PASQUAL CASINO DEVELOPMENT GROUP, INC.**

Section 1. Definitions

- (A) "Board" means the Board of Directors of the Development Group.
- (B) "Casino" means the Valley View Casino now operating on the San Pasqual Indian Reservation, as well as any expanded, modified or additional gaming facilities lawfully operated by the Tribe.
- (C) "Compact" means the Tribal-State Compact between the Tribe and the State of California dated September 10, 1999, which was approved by the United States Secretary of the Interior in May of 2000 and which approval was published in the Federal Register on May 16, 2000, as duly amended from time to time, and any replacement of substitute therefore.
- (D) "Development Group" means the San Pasqual Casino Development Group, Inc., created under this Charter.
- (E) "Gaming Operation" means the operation of the Casino and any hotel, entertainment, recreation, retail or other business designed to promote, market, support, develop or enhance Casino activities.
- (F) "Tribal Party" means the Tribe and any branch, subdivision, department, authority, commission, agency, board, committee or controlled entity of the Tribe.
- (G) "Tribe" means the San Pasqual Band of Mission Indians, a federally recognized Indian tribe.

Section 2. Formation of the Development Group

- (A) The Development Group is hereby formed as a tribally-chartered corporation under the law of the Tribe.
- (B) The existence of the Development Group shall be perpetual except as otherwise provided for by law or ordinance of the Tribe.
- (C) The Development Group shall be an "authorized agency" of the Tribe within the meaning of Section 2.21 of the Compact. Notwithstanding the foregoing, the Tribe in its own name shall be a party to the Compact and any amendment, supplement, replacement or restatement thereof.

Section 3. General Purpose

The general purpose of the Development Group is to create a tribal entity with the authority to oversee and direct the development, financing, construction, operation, maintenance and management of the Tribe's Gaming Operation for the benefit of the Tribe and its members.

Section 4. Board of Directors

(A) The control and management of the affairs of the Development Group shall be vested in a Board of Directors consisting of not more than nine (9) members.

(B) The initial Board of Directors shall consist of:

- (i) the three (3) current Tribal Representatives on the Executive Committee created under the management agreement with Siren Gaming, LLC;
- (ii) two (2) additional tribal members selected by the San Pasqual Business Committee;
- (iii) the Tribe's Chief Financial Officer;
- (iv) the Casino's General Manager;
- (v) the Casino's Chief Financial Officer; and
- (vi) the Casino's Vice President for Marketing and Advertising.

(C) The three Tribal Representatives and the two additional tribal members shall be known collectively as the "Tribal Board Members."

(D) The officers of the Board shall be a President, Vice-President and Secretary-Treasurer. The President and Vice-President shall be selected from among the Tribal Board Members. The Secretary-Treasurer shall be selected by the Tribal Board Members.

(E) Subsequent appointments of Tribal Board Members shall be made by the San Pasqual General Council.

(F) Tribal Board Members may be removed for cause by a two-thirds (2/3) vote of the San Pasqual General Council at a special meeting called for that purpose, provided that the member sought to be removed shall be given written notice of the cause for removal not less than twenty (20) days before the special meeting and is given the opportunity to respond to the charges at the special meeting.

Section 5. Powers

The Development Group, acting through the Board and authorized officers, employees and agents of the Development Group, shall have the power:

(A) to direct, control and oversee the development, financing, construction, operation, maintenance and management of the Casino and the Tribe's Gaming Operation;

(B) to enter into contracts and agreements in its own name;

(C) to incur any form of indebtedness or financial obligation, including through issuance of debt securities or by means of a guarantee, and to pledge as security for the same any assets or revenues of the Development Group or any assets and revenues of the Casino (other than an interest in real property);

(D) to sue and, subject to Section 6 of this Charter, to waive sovereign immunity of the Development Group (but not the Tribe) from unconsented suit or other legal proceedings and to allow enforcement and recourse related thereto as against the Development Group, its assets and revenues or any assets and revenues of the Casino (other than an interest in real property); and agree to and engage in any dispute resolution process;

(E) to adopt and amend By-Laws consistent with this Charter; and

(F) to take any and all other actions deemed necessary, appropriate and convenient to further the purposes of the Tribe's Gaming Operation.

Any exercise by the Development Group of any power or authority under this Charter shall constitute the exercise of a governmental function of the Tribe.

Section 6. Sovereign Immunity

(A) The Development Group shall have and enjoy the Tribe's sovereign immunity from unconsented suit and other legal process and claims, together with all other rights and privileges arising from tribal sovereignty, to the fullest extent that the Tribe enjoys sovereign immunity and the right and privileges of tribal sovereignty.

(B) No waiver of sovereign immunity by the Tribe or any Tribal Party, other than the Development Group, or any other person or entity, shall ever permit or allow or be construed or interpreted to permit or allow any enforcement or recourse as against the Development Group, its assets, revenues or business. Any waiver of sovereign immunity by the Development Group, in exercise of the power specified in Section 5 (D), will permit recourse against explicitly identified assets, revenues, business or activity of the Development Group or explicitly identified assets or revenues of the Casino (other than real property) only if it meets each of the following:

- (i) the waiver is in writing and expressly states that such waiver shall permit recourse and enforcement against the explicitly identified assets, revenues, business or activity of the Development Group or explicitly identified assets or revenues of the Casino (other than real property); and
- (ii) the waiver is duly approved by the Board.

Section 7. Enforcement of Claims; Separation of Liabilities, Assets, Etc.

(A) Any liability or obligation of the Development Group of any nature, whether arising under contract, law, or otherwise, shall be enforceable only as against the Development Group, its assets and revenues or assets and revenues of the Casino (other than an interest in real property), but only to the extent the Development Group waives its sovereign immunity as permitted herein. No liability or obligation of the Development Group shall be enforceable as against any assets or revenues of the Tribe or any other Tribal Party, except with the express written consent of the Tribe that has been authorized by the Tribe.

(B) No liabilities or obligations of the Tribe or any Tribal Party other than the Development Group shall be enforceable as against the assets, revenues, business or activities of the Development Group.

(C) No assets, liabilities, rights, obligations, receipts or expenditures of the Development Group shall be considered those of the Tribe, and no assets, liabilities, rights, obligations, receipts or expenditures of the Tribe or any Tribal Party, other than the Development Group, shall be considered those of the Development Group.

Section 8. Application of Revenues

All revenues of the Tribe's Gaming Operation shall be applied as required under applicable financing agreements to which the Development Group or the Tribe is a party. In the absence of such contractual requirements, revenues of the Tribe's Gaming Operation shall be applied in accordance with applicable federal and tribal law.

Section 9. Dissolution

In the event of the dissolution of the Development Group, any assets remaining after payment of creditors and fulfillment of the Development Group's legal obligations shall be distributed exclusively to the Tribe.