

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DOWNSTREAM DEVELOPMENT AUTHORITY OF THE QUAPAW TRIBE OF OKLAHOMA (O-GAH- PAH)		07/01/2011	federally recognized Indian tribe: UNITED STATES

RECEIVING PARTY DATA

Name:	BOKF, NA as Collateral Agent
Doing Business As:	DBA Bank of Oklahoma
Street Address:	P.O. Box 2300
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74192
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3437462	DOWNSTREAM CASINO RESORT
Registration Number:	3628428	HECKATON GIFT SHOP
Registration Number:	3628429	SPRING RIVER BUFFET
Registration Number:	3632788	DEVILS PROMENADE
Registration Number:	3899659	Q CLUB CARD
Serial Number:	77456079	NÉE SPA

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 876-7700
 Email: thomas.buettner@lw.com
 Correspondent Name: Thomas J. Buettner

OP \$165.00 3437462

Address Line 1: Latham & Watkins LLP
Address Line 2: 233 S. Wacker Drive, Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 038507-0183

NAME OF SUBMITTER: Thomas J. Buettner

Signature: /tjb/

Date: 07/01/2011

Total Attachments: 6
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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, and pursuant to the Security Agreement dated as of July 1, 2011 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement") by and between, the undersigned Grantor hereto ("Grantor"), the other assignors from time to time party thereto and BOKF, NA DBA BANK OF OKLAHOMA, as Collateral Agent (as defined in the Security Agreement) ("Grantee"), Grantor hereby grants to Grantee, for the benefit of the Parity Creditors (as defined in the Security Agreement), a continuing security interest in all of the right, title and interest of Grantor in, to and under the following, or in which or to which Grantor has any rights in the following, in each case whether now existing or hereafter from time to time created or acquired (collectively, the "Marks"):

(i) any trademarks, service marks and trade names now held or hereafter acquired, including (a) any registration or application for registration of any trademarks and service marks which are registered or filed in the United States Patent and Trademark Office or the equivalent thereof in any state of the United States, including, without limitation, the trademark registrations set forth on Schedule A attached hereto, (b) any unregistered trademarks and service marks and any trade dress including logos, designs, fictitious business names and other business identifiers, (c) extensions or renewals of any of the foregoing, and (d) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing;

(ii) all rights to license or use any of the foregoing; and

(iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, including, without

limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Notwithstanding the foregoing, this Grant does not grant any security interest in any “intent-to-use” application for registration of a Mark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.


THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement. Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as 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 Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 1st day of July, 2011.

**DOWNSTREAM DEVELOPMENT
AUTHORITY OF THE QUAPAW TRIBE OF
OKLAHOMA (O-GA-PAH)**
as Grantor

By 
Name: John L. Berrey
Title: Chairman

BOKF, NA DBA BANK OF OKLAHOMA
as Collateral Agent and Grantee

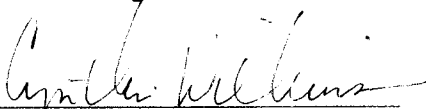
By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 1st
day of July, 2011.




**DOWNSTREAM DEVELOPMENT
AUTHORITY OF THE QUAPAW TRIBE OF
OKLAHOMA (O-GA-PAH)**
as Grantor

By _____
Name: John L. Berrey
Title: Chairman

BOKF, NA DBA BANK OF OKLAHOMA
as Collateral Agent and Grantee

By 
Name: Cynthia Wilkinson
Title: VICE PRESIDENT and TRUST OFFICER

SCHEDULE A

<u>Owner</u>	<u>Marks</u>	<u>Country</u>	<u>Status (Registered or Pending)</u>	<u>Registration/ Application No.</u>
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	DOWNSTREAM CASINO RESORT	United States	Registered	3,437,462
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	3,628,428
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	3,628,429
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	3,632,788

The
Downstream
Development
Authority of
the Quapaw
Tribe of
Oklahoma
(O-Gah-Pah

NEE SPA & Design

United
States

Pending

Application No.
77/456,079

The
Downstream
Development
Authority of
the Quapaw
Tribe of
Oklahoma
(O-Gah-Pah



United
States

Registered

3,899,659