

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)		06/07/2012	Instrumentality of the Quapaw Tribe of Oklahoma (O-Gah- Pah): UNITED STATES

RECEIVING PARTY DATA

Name:	BOKF, NA DBA BANK OF OKLAHOMA, AS COLLATERAL AGENT
Street Address:	P.O. Box 2300
Internal Address:	Attn: Corporate Trust Group
City:	Tulsa
State/Country:	OKLAHOMA
Postal Code:	74192
Entity Type:	national banking association: OKLAHOMA

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: 2134432926
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 213-617-5493
 Email: jcravitz@sheppardmullin.com

CH \$165.00 3437462

Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP
Address Line 1: 333 S. Hope St., 48th Floor
Address Line 2: Attn: J. Cravitz
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0223-168298
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	06/08/2012

Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

June 7, 2012

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, and pursuant to the Security Agreement of even date herewith (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"; each capitalized term used but not defined herein has the meaning ascribed to it in the Security Agreement and, if not defined therein, then in the Credit Agreement referred to in the Security Agreement), among the undersigned ("Grantor"), the other grantors from time to time party thereto, and BOKF, NA dba Bank of Oklahoma, as Collateral Agent ("Grantee"), Grantor hereby grants to Grantee, for the benefit of the Secured Parties, 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 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 of Security Interest in United States Trademarks (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. Upon the occurrence of the Termination Date, 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.

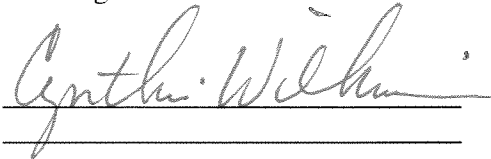
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date first written above.

DOWNSTREAM DEVELOPMENT AUTHORITY
OF THE QUAPAW TRIBE OF OKLAHOMA (O-
GAH-PAH), as Grantor

By: 
Name: John L. Berrey
Title: Chairman

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

By: 
Name: _____
Title: _____
Cynthia Wilkinson
Senior Vice President & 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)	HECKATON Gift Shop	United States	Registered	3,628,428
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	Spring River Buffet	United States	Registered	3,628,429
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	DEVIL'S PROMENADE	United States	Registered	3,632,788
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	NEE SPA & Design	United States	Registered	77/456,079
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)	Q CLUB CARD	United States	Registered	3,899,659