

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)		02/10/2014	Authority of the Quapaw Tribe of Oklahoma: UNITED STATES
RECEIVING PARTY DATA			
Name:	BOKF NA		
Doing Business As:	BANK OF OKLAHOMA		
Street Address:	PO Box 2300		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74192		
Entity Type:	CORPORATION: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4347944	NÉE SPA	
CORRESPONDENCE DATA			
Fax Number:	9185841718		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9185872000		
Email:	mkachigian@hjkllaw.com		
Correspondent Name:	Mark G. Kachigian		
Address Line 1:	228 West 17th Place		
Address Line 4:	Tulsa, OKLAHOMA 74119		
ATTORNEY DOCKET NUMBER:	DOW125-20/12146-MGK		
NAME OF SUBMITTER:	Mark G. Kachigian		

OP \$40.00 4347944

Signature:	/markgkachigian/
Date:	03/04/2014
Total Attachments: 4 source=Security Interest#page1.tif source=Security Interest#page2.tif source=Security Interest#page3.tif source=Security Interest#page4.tif	

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.

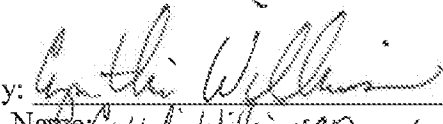
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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
10th day of February, 2014.

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

By: 
Name: John L. Berrey
Title: Chairman, Board of Members

BOKF NA DBA BANK OF OKLAHOMA
as Collateral Agent and Grantee

By: 
Name: Cynthia Wilkinson
Title: Senior Vice President

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)	NÉE SPA & Design	United States	Registered	4,347,944