

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393564

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grand Traverse Resort and Spa, LLC		08/01/2016	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank		
<b>Street Address:</b>	120 N. Washington Square		
<b>City:</b>	Lansing		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48933		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3517360	AERIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9495676710		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9495676700		
<b>Email:</b>	ipprosecution@orrick.com		
<b>Correspondent Name:</b>	ORRICK, HERRINGTON & SUTCLIFFE LLP/VHS		
<b>Address Line 1:</b>	2050 Main Street, suite 1100		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	victor santos		
<b>SIGNATURE:</b>	/Victor Santos/		
<b>DATE SIGNED:</b>	08/02/2016		
<b>Total Attachments: 4</b>			
source=Grand Traverse Resort and Spa, LLC - Grant of Security Interest#page1.tif			
source=Grand Traverse Resort and Spa, LLC - Grant of Security Interest#page2.tif			
source=Grand Traverse Resort and Spa, LLC - Grant of Security Interest#page3.tif			
source=Grand Traverse Resort and Spa, LLC - Grant of Security Interest#page4.tif			

CH \$40.00 3517360

GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of August 1, 2016, is executed by GRAND TRAVERSE RESORT AND SPA, LLC (the "Debtor"), a Michigan limited liability company, in favor of PNC BANK, NATIONAL ASSOCIATION, as the Administrative Agent for the Lenders described below (in such capacity, the "Administrative Agent").

A. Pursuant to that certain Loan Agreement, dated as of August 1, 2016 (as the same may be amended, modified, supplemented or restated from time to time, the "Loan Agreement"), by and among Grand Traverse Resort and Spa, LLC, the Grand Traverse Band Economic Development Corporation, the lenders party thereto from time to time (collectively, the "Lenders"), and PNC Bank, National Association, as Administrative Agent, the Lenders have agreed to extend loans and other financial accommodations to the Grand Traverse Band Economic Development Corporation and Grand Traverse Resort and Spa, LLC upon the terms and subject to the conditions set forth therein.

B. The Debtor has adopted, used and is using, or has a bona fide intention to use, the trademarks, more particularly described on Schedules I-A and I-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Debtor has entered into that certain Security Agreement, dated as of August 1, 2016 (as the same may be amended, modified, supplemented or restated from time to time, the "Security Agreement") in favor of the Administrative Agent.

D. Pursuant to the Security Agreement, the Debtor has granted to the Administrative Agent a security interest in all right, title and interest of the Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Administrative Agent's address is:

PNC Bank, National Association  
120 N. Washington Square  
Lansing, MI 48933  
Attn: Douglas C. Barcy  
Telephone: (517) 334-5226  
Fax: (517) 334-5489

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the Debtor has caused this Grant of Security Interest to be executed as of the day and year first above written.

GRAND TRAVERSE RESORT AND SPA, LLC

By:   
Name: Richard Bailey  
Title: Manager

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Application No.	Filing Date	Registration No.	Registered
AERIE	77186185	5/21/2007	3517360	10/14/2008

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.