

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cabazon Band of Mission Indians		03/07/2017	Federally-Recognized Indian Tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, New York Branch, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4049375		
Registration Number:	3861128	FANTASY SPRINGS	
Serial Number:	87192762	ROCK YARD	
Serial Number:	87192794	EAGLE FALLS GOLF COURSE	
Serial Number:	87192680	EAGLE FALLS	
Serial Number:	87194195	POM	
Serial Number:	87194070	POM	
Serial Number:	87194277	JOY ASIAN CUISINE	
Serial Number:	87194228	JOY	
Serial Number:	87198117	LIQUE	
Serial Number:	87202214	LIT	
Serial Number:	87202773	LIQUE ALL-AMERICAN BURGERS TACOS AND SAN	
Serial Number:	87205407	LIT	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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>			
Phone:	212-906-1216		
Email:	angela.amaru@lw.com		
TRADEMARK			

CH \$340.00 4049375

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru
Address Line 1: 885 Third Avenue
Address Line 2: Suite 1000
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 030786-0767

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /S/ Angela M. Amaru

DATE SIGNED: 03/07/2017

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 7, 2017 (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by THE SIGNATORIES HERETO (collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, NEW YORK BRANCH, as Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement referred to below) (together with its successors and assigns in such capacity, the “**Collateral Agent**”).

WHEREAS, reference is made to that certain Revolving Credit and Term Loan Agreement, dated as of March 7, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among the East Valley Tourist Development Authority (the “**Borrower**”), an instrumentality of the Tribe (as defined below), the Cabazon Band of Mission Indians, a federally recognized Indian tribe (the “**Tribe**”), the lenders from time to time party thereto (the “**Lenders**”), Credit Suisse AG, New York Branch, as administrative agent (together with its successors and assigns in such capacity, the “**Administrative Agent**”) and the other parties named therein;

WHEREAS, the Grantors have executed and delivered that certain Security Agreement, dated as of March 7, 2017, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement;

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantor, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed to execute and deliver to the Collateral Agent any document required to acknowledge, confirm, register, record or perfect the Collateral Agent’s interest in any part of such Intellectual Property; and

WHEREAS, the Grantors have agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. Each Grantor hereby assigns as collateral security to the Collateral Agent (for the ratable benefit of the Secured Parties), and hereby grants to the Collateral Agent (for the ratable benefit of the Secured Parties) a security interest in and continuing lien on all of such Grantor’s rights, priorities and privileges in, to and under intellectual property, whether arising under United States, Tribe, state, multinational or foreign laws or otherwise, including, without limitation all of such Grantor’s right, title and interest in, to and under the following (the “**Intellectual Property Collateral**”), for the prompt and complete

payment and performance when due (whether at the stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States, Tribe and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (a) the registrations and applications referred to in Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “**Trademarks**”). Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Assets (for the avoidance of doubt, which Excluded Assets shall include, without limitation, any “intent to use” Trademark applications of the Grantor for which a statement of use or statement to allege use has not been filed (but only until such statement is filed)).

1.2 Proceeds. Any and all Proceeds of any Trademarks and any and all Proceeds of the foregoing described in this Section 1.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. CONFLICT PROVISION. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. INDIAN LAW PROVISIONS

5.1 Management Activities. Notwithstanding any provision in any Loan Document, or any other right to enforce the provisions of any Loan Document, none of the Collateral Agent or the other Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Business (collectively, “**Management Activities**”), including, but not limited to:

(a) the training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor;

- (b) any working or employment policies or practices;
- (c) the hours or days of operation;
- (d) any accounting systems or procedures;
- (e) any advertising, promotions or other marketing activities;
- (f) the purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;
- (g) the vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; or
- (h) budgeting, allocating, or conditioning payments of the Borrower's operating expenses;

provided, however, that upon the occurrence of a default under this Agreement or a Default or Event of Default, the Collateral Agent will not be in violation of the foregoing restriction solely because it: (i) enforces compliance with any term in any Loan Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; (ii) requires that all or any portion of the revenues securing the Secured Obligations (as defined in the Security Agreement) be applied to satisfy valid terms of the Loan Documents; or (iii) otherwise forecloses on all or any portion of the Intellectual Property Collateral securing the Secured Obligations.

Notwithstanding any other possible construction of any provision(s) contained in this Agreement or in any other Loan Document, it is agreed that within the meaning of IGRA: (a) the Loan Documents, individually and collectively, do not and shall not provide for the management of all or any part of the Business by any person other than the Borrower or the Tribe or deprive the Borrower or the Tribe of the sole proprietary interest and responsibility for the conduct of the Business; and (b) none of the Collateral Agent or the other Secured Parties (or any of their successors, assigns or agents) will exercise any remedy or otherwise take any action under or in connection with any Loan Document in a manner that would constitute management of all or any part of the Business or that would deprive the Borrower or the Tribe of the sole proprietary interest and responsibility for the conduct of the Business.

5.2 Section 81 Compliance. For the avoidance of any doubt, it is acknowledged that none of the Loan Documents executed on the Closing Date is intended to grant or grants a Lien on any real property owned by the Tribe or the Borrower or any agencies or instrumentalities of the Tribe, and no interpretation shall be given to any Loan Document which would have the effect of such an encumbrance. Notwithstanding any right of the Collateral Agent in this Agreement, or in any Loan Document, or any requirements or restrictions imposed on the Tribe or the Borrower in any Loan Document, any right, requirement or restriction that "encumbers Indian land" within the meaning of 25 U.S.C. § 81, shall not be effective for longer than six years, 364 days.

5.3 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAWS OF THE STATE OF NEW YORK); PROVIDED, HOWEVER, THAT IF THE CREATION OR ATTACHMENT OF ANY SECURITY INTEREST IN ANY ITEM OF INTELLECTUAL PROPERTY COLLATERAL IS EXCLUDED FROM THE COVERAGE OF THE NEW YORK COMMERCIAL CODE OR THE SECURITY INTEREST IN ANY ITEM OF INTELLECTUAL PROPERTY COLLATERAL CANNOT BE CREATED OR ATTACHED UNDER THE NEW YORK COMMERCIAL CODE, THEN THE CREATION AND/OR ATTACHMENT OF THE SECURITY INTERESTS IN SUCH INTELLECTUAL PROPERTY COLLATERAL SHALL BE GOVERNED BY THE SECURED TRANSACTIONS ORDINANCE.

5.4 Waiver of Sovereign Immunity; Consents to Jurisdiction; etc. THE PROVISIONS UNDER THE HEADINGS “LIMITED WAIVER OF SOVEREIGN IMMUNITY”, “CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL”, “NO REVOCATION OF WAIVERS; SERVICE OF PROCESS; LIMITATION ON RECOURSE”, “ARBITRATION” AND “IGRA COMPLIANCE” IN THE CREDIT AGREEMENT ARE HEREBY INCORPORATED MUTATIS MUTANDIS HEREIN BY THIS REFERENCE AND SHALL APPLY TO THIS AGREEMENT AS IF FULLY SET FORTH HEREIN.

5.5 Tribe’s Execution of Agreement. The Tribe approves, ratifies and confirms its terms and agrees to not take any action to abrogate, void, cancel or rescind the obligations of any Grantor party hereto, unilaterally amend or modify this Agreement or take any other action that would impair the obligations of any Grantor hereto. For the avoidance of doubt, this Agreement is a Loan Document subject to the Tribal Provisions of the Credit Agreement, including without limitation Section 5.16 and Section 6.20 thereof.

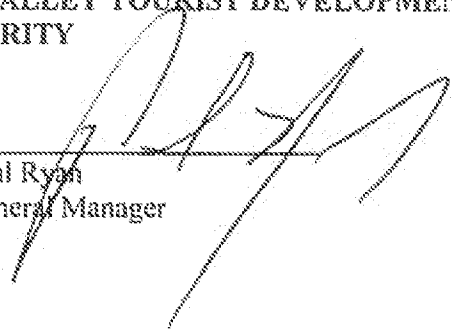
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**EAST VALLEY TOURIST DEVELOPMENT
AUTHORITY**

By: _____

Paul Ryan
General Manager

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read 'Paul Ryan'.

[Signature Page to Intellectual Property Security Agreement]

CABAZON BAND OF MISSION INDIANS

By:



Douglas Velmas
Tribal Chairman

[Signature Page to Intellectual Property Security Agreement]

Acknowledged and Agreed:

Credit Suisse AG, New York Branch,
as the Collateral Agent

By: 

Name: DOREEN BARR

Title: AUTHORIZED SIGNATORY

By: 


Name: William O'Daly
Authorized Signatory

Title: _____


Schedule 1 to Intellectual Property Security Agreement

Trademarks

(a) Registered Trademarks

<u>Grantor</u>	<u>Title/Trademark (if any)</u>	<u>Filing Date/ Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
CABAZON BAND OF MISSION INDIANS	FANTASY SPRINGS (IN MANDARIN) 	FILING DATE: 5/5/2011 REGISTRATION DATE: 11/1/2011	TEAS SECTION 8 & 15 FILED	SERIAL NO. 85313082 REG. NO. 4049375
CABAZON BAND OF MISSION INDIANS	FANTASY SPRINGS	FILING DATE: 5/20/2010 REGISTRATION DATE: 10/12/2010	SEC. 8 & 15 – ACCEPTED	SERIAL NO. 85044109 REG. NO. 3861128
EAST VALLEY TOURIST DEVELOPMENT AUTHORITY	FANTASY SPRINGS	FILING DATE: 6/1/1994 REGISTRATION DATE: 9/17/1996	SEC. 8 & 9 - ACCEPTED	SERIAL NO. 75975197 REG. NO. 2001961

(b) Trademark Applications

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/ Registration Date</u>	<u>Status</u>	<u>Application No.</u>
CABAZON BAND OF MISSION INDIANS	ROCK YARD	FILING DATE: 10/4/16	APPROVED FOR PUBLICATION.	SERIAL NO. 87192762
CABAZON BAND OF MISSION INDIANS	EAGLE FALLS GOLF COURSE  EAGLE FALLS GOLF COURSE	FILING DATED: 10/4/16	APPROVED FOR PUBLICATION.	SERIAL NO. 87192794

CABAZON BAND OF MISSION INDIANS	EAGLE FALLS	FILING DATE: 10/4/16	APPROVED FOR PUBLICATION.	SERIAL NO. 87192680
CABAZON BAND OF MISSION INDIANS	POM 	FILING DATE: 10/5/16	PENDING.	SERIAL NO. 87194195
CABAZON BAND OF MISSION INDIANS	POM	FILING DATE: 10/5/16	PENDING.	SERIAL NO. 87194070
CABAZON BAND OF MISSION INDIANS	JOY ASIAN CUISINE 	FILING DATE: 10/5/16	PENDING.	SERIAL NO. 87194277
CABAZON BAND OF MISSION INDIANS	JOY	FILING DATE: 10/5/16	PENDING.	SERIAL NO. 87194228
CABAZON BAND OF MISSION INDIANS	LIQUE	FILING DATE: 10/10/16	PENDING.	SERIAL NO. 87198117
CABAZON BAND OF MISSION INDIANS	LIT	FILING DATE: 10/13/2016	PENDING.	SERIAL NO. 87202214
CABAZON BAND OF MISSION INDIANS	LIQUE ALL- AMERICAN BURGERS TACOS AND SANDWICHES 	FILING DATE: 10/13/2016	APPROVED FOR PUBLICATION.	SERIAL NO. 87202773
CABAZON BAND OF MISSION INDIANS	LIT 	FILING DATE: 10/17/2016	PENDING.	SERIAL NO. 87205407