

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418593

|   |  |                       |                                |
|---|--|-----------------------|--------------------------------|
| <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>             |
| East Valley Tourist Development Authority   |  | 03/07/2017            | Instrumentality: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                |
| <b>Name:</b>  | Credit Suisse AG, New York Branch, as Collateral Agent |                       |                                |
| <b>Street Address:</b>  | 11 Madison Avenue                                      |                       |                                |
| <b>City:</b>  | New York   |                       |                                |
| <b>State/Country:</b>   | NEW YORK   |                       |                                |
| <b>Postal Code:</b>   | 10010  |                       |                                |
| <b>Entity Type:</b>   | Bank: SWITZERLAND                                      |                       |                                |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |                                |
| <b>Registration Number:</b>   | 2001961  | FANTASY SPRINGS       |                                |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                |
| <b>Fax Number:</b>  | 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> |  |                       |                                |
| <b>Phone:</b>   | 212-906-1216   |                       |                                |
| <b>Email:</b>   | angela.amaru@lw.com                                    |                       |                                |
| <b>Correspondent Name:</b>  | Latham & Watkins LLP c/o Angela M. Amaru               |                       |                                |
| <b>Address Line 1:</b>  | 885 Third Avenue                                       |                       |                                |
| <b>Address Line 2:</b>  | Suite 1000   |                       |                                |
| <b>Address Line 4:</b>  | New York, NEW YORK 10022                               |                       |                                |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 030786-0767  |                       |                                |
| <b>NAME OF SUBMITTER:</b>   | Angela M. Amaru  |                       |                                |
| <b>SIGNATURE:</b>   | /S/ Angela M. Amaru                                    |                       |                                |
| <b>DATE SIGNED:</b>   | 03/07/2017   |                       |                                |
| <b>Total Attachments: 9</b>   |  |                       |                                |
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source=EVTDA - IP Security Agreement Executed#page9.tif

## 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.

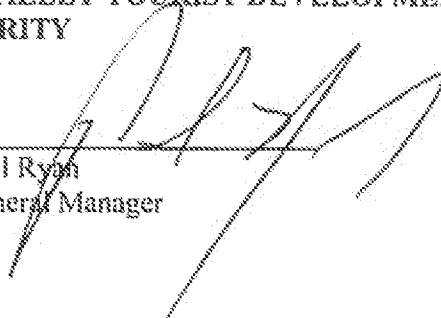
[SIGNATURE PAGES FOLLOW]

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: \_\_\_\_\_

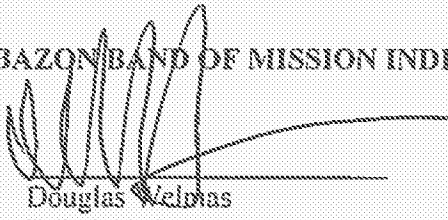
Paul Ryan  
General Manager



[Signature Page to Intellectual Property Security Agreement]

CABAZON BAND OF MISSION INDIANS

By:



Douglas Velmas  
Tribal Chairman

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 006003 FRAME: 0527**



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

(b) Trademark Applications

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

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