

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		02/01/2018	Federally-Recognized Indian Tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	International Bank of Commerce, as Collateral Agent		
Street Address:	3817 NW Expressway, Suite 100		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73112		
Entity Type:	state banking association: TEXAS		
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:	4347944	NÉE SPA	
Registration Number:	3899659	Q CLUB CARD	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	025348-0115		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	02/01/2018		

OP \$165.00 3437462

Total Attachments: 6

source=2018 Quapaw - Trademark Security Agreement Executed#page1.tif

source=2018 Quapaw - Trademark Security Agreement Executed#page2.tif

source=2018 Quapaw - Trademark Security Agreement Executed#page3.tif

source=2018 Quapaw - Trademark Security Agreement Executed#page4.tif

source=2018 Quapaw - Trademark Security Agreement Executed#page5.tif

source=2018 Quapaw - Trademark Security Agreement Executed#page6.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 February 1, 2018 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”) among the undersigned Grantor hereto (“Grantor”), the other assignors from time to time party thereto and International Bank of Commerce, 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 Obligations (as defined in the Security Agreement) of the Grantor. 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.

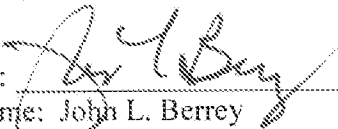
THIS GRANT has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated 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.

The provisions under the headings “Waiver of Sovereign Immunity; Waiver of Tribal Courts and Forums”, “Arbitration”, “Limitation on Management Activities”, “Encumbrances of Indian Land” and “No Management of Gaming Business” in the Security Agreement are hereby incorporated mutatis mutandis herein by this reference and shall apply to this Grant as if fully set forth herein.

[Remainder of this page intentionally left blank; signature page follows]

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

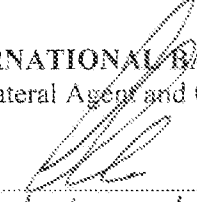
**DOWNSTREAM DEVELOPMENT
AUTHORITY OF THE QUAPAW TRIBE OF
OKLAHOMA (O-GAH-PAH),**
as Grantor

By: 
Name: John L. Berrey
Title: Chairman

[Signature Page --- Grant of Security Interest in United States Trademarks]

**TRADEMARK
REEL: 006263 FRAME: 0824**





INTERNATIONAL BANK OF COMMERCE,
as Collateral Agent and Grantee

By: 
Name: Andrew Levinson
Title: President

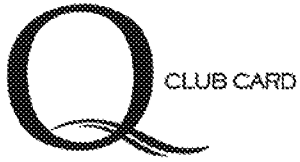
{Signature Page - Grant of Security Interest in United States Trademarks}

TRADEMARK
REEL: 006263 FRAME: 0825

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)		United States	Registered	3,628,428
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	3,628,429
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	3,632,788
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		United States	Registered	4,347,944

The
Downstream
Development
Authority of
the Quapaw
Tribe of
Oklahoma
(O-Gah-Pah)



United
States

Registered

3,899,659