

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM721042

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Intellectual Property at Reel/Frame No. 6074/0065

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		04/13/2022	national association: UNITED STATES

RECEIVING PARTY DATA

Name:	Graton Economic Development Authority
Street Address:	630 Park Court
City:	Rohnert Park
State/Country:	CALIFORNIA
Postal Code:	94928
Entity Type:	unincorporated governmental instrumentality of the Federated Indians of Graton Rancheria, a federally recognized Indian tribe: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4688788	630 PARK
Registration Number:	4688789	G BAR
Registration Number:	5041655	GRATON RESORT & CASINO
Registration Number:	4688170	GRATON RESORT & CASINO
Registration Number:	4688169	GRATON RESORT & CASINO
Registration Number:	5137940	GRATON RESORT & CASINO
Registration Number:	5129455	GRATON RESORT & CASINO
Serial Number:	87287825	GRATON RESORT & CASINO
Registration Number:	4993702	GRATON RESORT & CASINO
Registration Number:	4539349	GRATON RESORT & CASINO
Registration Number:	4552679	GRATON RESORT & CASINO
Serial Number:	87265871	GRATON RESORT & CASINO
Serial Number:	87287774	GRATON RESORT & CASINO

CORRESPONDENCE DATA

Fax Number: 2138918763

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.

TRADEMARK

REEL: 007691 FRAME: 0511

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: 042541-0033

NAME OF SUBMITTER: Rhonda DeLeon

SIGNATURE: /Rhonda DeLeon/

DATE SIGNED: 04/13/2022

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated April 13, 2022 (“Release”), is made and entered into among BANK OF AMERICA, N.A., as collateral agent (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”), the GRATON ECONOMIC DEVELOPMENT AUTHORITY (the “Borrower”), an unincorporated governmental instrumentality of the Tribe (as defined below), and the FEDERATED INDIANS OF GRATON RANCHERIA, a federally recognized Indian tribe (the “Tribe”).

WHEREAS, the Borrower, the Tribe, the lenders party thereto, Bank of America, N.A., as administrative agent, the Collateral Agent and the other parties party thereto entered into that certain Revolving Credit and Term Loan Agreement, dated as of May 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), and all capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement;

WHEREAS, the Borrower, the Tribe and the Collateral Agent are parties to that certain Security Agreement, dated as of May 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Borrower has granted a security interest to the Collateral Agent in substantially all of its assets, to secure, among other things, its obligations under the Credit Agreement;

WHEREAS, in connection with the Security Agreement, the Borrower, the Tribe and the Collateral Agent entered into that certain Intellectual Property Security Agreement, dated as of May 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) and recorded with the U.S. Patent and Trademark Office on May 31, 2017 at Reel/Frame No. 6074/0065, pursuant to which the Borrower granted to the Collateral Agent a security interest in and continuing lien on all of the Borrower’s rights, priorities and privileges in, to and under the Intellectual Property Collateral (as defined in the IP Security Agreement), including the trademark registrations and trademark applications set forth in Schedule A attached hereto (collectively, the “Released Collateral”); and

WHEREAS, all liens under the Security Agreement and the IP Security Agreement have been terminated, and the Collateral Agent wishes to terminate and release all security interests, pledges, assignments, mortgages and liens of record granted to it in the Released Collateral under the Security Agreement and the IP Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Release. The Collateral Agent hereby discharges, terminates and releases all security interests, pledges, assignments, mortgages and liens granted to it (collectively, “Security Interests”) in the Released Collateral under the Security Agreement and the IP Security Agreement, and agrees that all of its security interests in the Released Collateral are hereby discharged, terminated and released and hereby transfers and assigns to the Borrower any and all right, title and interest that Collateral Agent may have obtained in, to and under the Released Collateral under the Security Agreement or the IP Security Agreement.

2. Perfection. Each of the parties hereto hereby authorizes the Director of the United States Copyright Office and the United States Patent and Trademark Office to record this Release to reflect the release of security interests and reassignment of any interests with respect to the Released Collateral.

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IN WITNESS WHEREOF, the parties have executed this Release as of the date first above-mentioned.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 

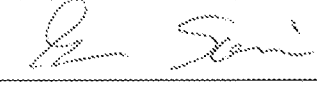
Name: **Jonathan Tristan**

Title: **Vice President**

[Signature Page to IP Release]

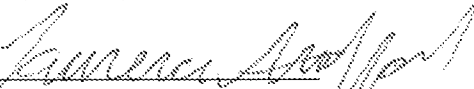
TRADEMARK
REEL: 007691 FRAME: 0515

GRATON ECONOMIC DEVELOPMENT AUTHORITY

By: 

Name: GREG SARRIS

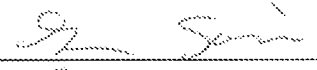
Title: President

By: 

Name: LAWRENCE STAFFORD

Title: Secretary

FEDERATED INDIANS OF GRATON RANCHERIA

By: 

Name: GREG SARRIS

Title: CHAIRMAN

SCHEDULE A

RELEASED INTELLECTUAL PROPERTY

Copyrights

None.

Copyright Licenses

None.


Patents

None.






Patent Licenses

None.

Trademarks

Mark	Internation al Class(es)	Application No Filing Date	Registration No. Registration Date
630 PARK	43	86361785 08-AUG-2014	4688788 17-FEB-2015
	41, 43	86361793 08-AUG-2014	4688789 17-FEB-2015
GRATON RESORT & CASINO	25	86321968 26-JUN-2014	5041655 13-SEP-2016
GRATON RESORT & CASINO	35	86321955 26-JUN-2014	4688170 17-FEB-2015
GRATON RESORT & CASINO	41	86321944 26-JUN-2014	4688169 17-FEB-2015
GRATON RESORT & CASINO	44	86321978 26-JUN-2014	5137940 07-FEB-2017
GRATON RESORT & CASINO	43	86323031 27-JUN-2014	5129455 24-JAN-2017
GRATON RESORT & CASINO	43	87287825 03-JAN-2017	

Schedule A-1

Mark	International Class(es)	Application No. Filing Date	Registration No. Registration Date
	25	85855291 20-FEB-2013	4993702 05-JUL-2016
	35	85855349 20-FEB-2013	4539349 27-MAY-2014
	41	85855420 20-FEB-2013	4552679 17-JUN-2014
	44	87265871 12-DEC-2016	
	43	87287774 03-JAN-2017	

Trademark Licenses

None.

Trade Secret Licenses

None.