

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM838930

<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>
Muscogee Nation Gaming Enterprises, LLC		09/12/2023	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOKF, NA dba Bank of Oklahoma		
<b>Street Address:</b>	One Williams Center, 8th Floor		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74172		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6275821	RIVER SPIRIT	
<b>Registration Number:</b>	6205878	SCOREBOARD SPORTS BAR	
<b>Registration Number:</b>	6205877	FIRESIDE GRILL	
<b>Registration Number:</b>	6205875	RAIN BAY CAFE	
<b>Registration Number:</b>	6185357	VISIONS BUFFET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9185839922		
<b>Email:</b>	kkincaid@fdlaw.com		
<b>Correspondent Name:</b>	Katie Kincaid		
<b>Address Line 1:</b>	124 East Fourth Street		
<b>Address Line 4:</b>	Tulsa, OKLAHOMA 74103		
<b>NAME OF SUBMITTER:</b>	Katie Kincaid		
<b>SIGNATURE:</b>	/Katie Kincaid/		
<b>DATE SIGNED:</b>	09/13/2023		
<b>Total Attachments: 5</b>			
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## GRANT OF SECURITY INTEREST

### TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of September 12, 2023, is executed by MUSCOGEE NATION GAMING ENTERPRISES, LLC (the "Grantor"), a wholly owned limited liability company of the Muscogee (Creek) Nation, a federally recognized Indian tribe, in favor of BOKF, NA dba BANK OF OKLAHOMA, as Administrative Agent (in such capacity, the "Administrative Agent," together with its successors and assigns in such capacity, the "Secured Party"), for the financial institutions which are from time to time parties to the Loan Agreement (collectively, the "Lenders").

### RECITALS

A. Pursuant to that certain Amended and Restated Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Grantor, the Lenders, and the Administrative Agent, the Lenders have agreed to lend certain funds to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedule I 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 Grantor and the Administrative Agent have entered into an Amended and Restated Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor 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 and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms used in this Agreement and not otherwise defined herein have the respective meanings assigned to them in the Security Agreement.

2. As collateral security for the Secured Obligations, Debtor hereby grants to the Secured Party as security interest and continuing lien on all of Debtor's right, title and interest in, to and under the following:

All United States trademarks and all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in **Schedule 1** hereto, and (ii) all extensions or renewals of any of the foregoing.

3. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

4. This Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Loan Agreement (as defined in 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 and the Loan 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 or the Loan Agreement, the provisions of the Security Agreement or the Loan Agreement, as applicable, shall govern.

5. This Grant of Security Interest is a Loan Document as defined in the Loan Agreement, and this Grant of Security Interest shall be interpreted, construed and enforced as if all provisions expressly incorporated herein were set forth in full in this Grant of Security Interest.

6. This Agreement shall governed by and construed in accordance with Laws of the State of Oklahoma, and in accordance with Section 12.18 (*Governing Law*) of the Loan Agreement, which are incorporated herein and made fully applicable hereto, mutatis mutandis.

7. The provisions of Sections 12.23 (*Arbitration*), 12.24 (*Purported Oral Agreements*), 12.25 (*Waiver of Right to Trial By Jury*), and 12.26 (*Limited Waiver of Sovereign Immunity; Consent to Jurisdiction; Waiver of Venue; Exhaustion of Tribal Remedies; Service of Process*) of the Loan Agreement relating to arbitration, oral agreements, waiver of right to trial by jury, the limited waiver of sovereign immunity, consent to jurisdiction, waiver of venue, exhaustion of tribal remedies, and services of process are incorporated herein and made fully applicable hereto, mutatis mutandis.

8. The provisions of Section 12.27 (*Gaming Law Limitations*) and Section 12.38 (*Section 81 Not Applicable*) of the Loan Agreement are hereby incorporated by reference herein, mutatis mutandis.

9. The Administrative Agent's address is:

BOKF, NA dba Bank of Oklahoma  
One Williams Center, 8th Floor  
Tulsa, OK 74172  
Attention: Sarah Alexander  
Telephone: (918) 588-6923  
Email: [sbalexander@bokf.com](mailto:sbalexander@bokf.com)

10. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

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

MUSCOGEE NATION GAMING  
ENTERPRISES, LLC

By:   
Name: Edward Patrick Crofts  
Title: Chief Executive Officer

SIGNATURE PAGE TO  
GRANT OF SECURITY INTEREST  
TRADEMARKS

TRADEMARK  
REEL: 008196 FRAME: 0089

SCHEDULE 1 TO GRANT OF SECURITY INTEREST

TRADEMARKS

NAME	COUNTRY	STATUS	REG. NO.	REG. DATE
River Spirit	United States	Registered	6275821	2/23/2021
Scoreboard Sports Bar	United States	Registered	6205878	11/24/2020
Fireside Grill	United States	Registered	6205877	11/24/2020
Rain Bay Cafe	United States	Registered	6205875	11/24/2020
Visions Buffet	United States	Registered	6185357	10/27/2020

Schedule 1