

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848149

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah)		10/20/2023	Wholly Owned Unincorporated Instrumentality of the Quapaw Tribe of Oklahoma, a Federally Recognized Indian Tribe:
RECEIVING PARTY DATA			
Name:	Saracen Development, LLC		
Doing Business As:	DBA Saracen Casino Resort		
Street Address:	1 Saracen Resort Drive		
City:	Pine Bluff		
State/Country:	ARKANSAS		
Postal Code:	71601		
Entity Type:	Limited Liability Company: ARKANSAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6035376	SARACEN CASINO RESORT	
Registration Number:	6035378	SARACEN CASINO RESORT	
Registration Number:	6044179	SARACEN CASINO RESORT	
Registration Number:	6044180	SARACEN CASINO RESORT	
CORRESPONDENCE DATA			
Fax Number:	5013727480		
<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:	5013724144		
Email:	carnold@hope-lawyers.com		
Correspondent Name:	Christopher B Arnold		
Address Line 1:	211 S Spring St		
Address Line 4:	Little Rock, ARKANSAS 72201		
NAME OF SUBMITTER:	Christopher B. Arnold		
SIGNATURE:	/Christopher B Arnold/		
DATE SIGNED:	10/24/2023		

OP \$115.00 6035376

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("**Assignment Agreement**") is made by and between The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah), ("**Assignor**"), a wholly owned unincorporated instrumentality of the Quapaw Tribe of Oklahoma, a Federally recognized Indian Tribe of the United States, located at 69300 East Nee Road, Quapaw, OK 74363, and Saracen Development, LLC ("**Assignee**"), an Arkansas limited liability company, located at 1 Saracen Resort Drive, Pine Bluff, AR 71601, and the assignment of certain assets of Assignor, is effective as of the date of the last signature on the signature page to this Assignment Agreement (the "**Effective Date**").

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations (collectively referred to as the "**Trademarks**") and such Trademarks are set forth in Exhibit A attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment Agreement and Assignor agrees to convey, transfer, and assign to Assignee all of Assignor's right, title, and interest of every kind and nature in and to the Trademarks set forth in Exhibit A and for Assignee to record this Assignment Agreement with the United States Patent and Trademark Office, and the United States Copyright Office, as applicable;

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor does hereby sell, assign, transfer, and set over to Assignee all of its right, title, and interest in and to the Trademarks, set forth in Exhibit A, in the United States and all jurisdictions outside the United States including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer, and conveyance not been made.

2. Recordation and Further Actions: Assignor hereby authorizes the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register the assignment and transfer of the registrations set forth in Exhibit A to Assignee as recipient of Assignor's entire right, title, and interest therein. Following the Effective Date, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect,

evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto. Assignor will assist Assignee (or its designee) in securing Assignee's rights in the Trademarks by performing any action reasonably requested by Assignee for that purpose, including, but not limited to, disclosing all pertinent information, delivering all signatures and consents, providing all waivers and covenants not to sue, and any other related action deemed necessary or advisable by Assignee. Assignor agrees that the obligation created by this Section 2 will continue perpetually. Without limiting the foregoing, Assignor hereby irrevocably designates and appoints Assignee (and its designee) as Assignor's agent and attorney-in-fact for any act necessary or advisable to ensure full compliance with the intent of this Section 2. Assignor agrees this appointment is coupled with an interest and will not be affected by later incapacity.

3. Representations and Warranties of Assignor.

(a) *Additional Actions.* Assignor will take all additional action and deliver all other consents required to effectuate the purpose and intent of this Assignment Agreement.

(b) *Binding Agreement; No Conflicts.* Assignor has carefully read and understands all of the terms of this Assignment Agreement, and voluntarily agrees to be bound by all of the terms. The execution, delivery and performance of this Assignment Agreement by Assignor has been authorized by all required action on the part of Assignor. This Assignment Agreement constitutes a legal, valid, and binding obligation of Assignor. The execution and performance of this Assignment Agreement by Assignor does not constitute breach or default under any agreement, understanding or other obligation of Assignor. The execution and performance of this Assignment Agreement by Assignor does not require the consent or approval of any third party. Assignor has had the opportunity to seek the advice of independent counsel before executing this Assignment Agreement.

4. Counterparts. This Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

5. Modification. Amendments to this Assignment Agreement must be in writing and signed by the Parties.

6. Severability. This Assignment Agreement is intended to be performed in accordance with all applicable laws and regulations of the jurisdictions in which the Assignee does business. If any term of this Assignment Agreement is held invalid or unenforceable, the remainder of the Assignment Agreement and the application of the term to other persons or circumstances will not be affected but will be enforced to the greatest extent permitted by law.

7. Successors and Assigns. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Entire Agreement. This Assignment Agreement constitutes the sole agreement between the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

9. Governing Law. This Assignment Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Oklahoma as applied in courts in Ottawa County, Oklahoma, without regard to any conflicts of laws provision. Exclusive venue for the resolution of all disputes arising or connected with this Agreement shall be in the Tribal Courts of the Quapaw Nation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment Agreement.

DATED: October, 18, 2023

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

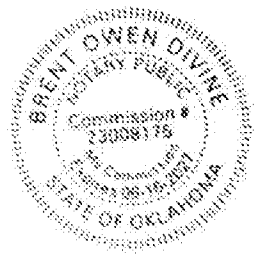
By: *Wena Supernaw*
Name: Wena Supernaw
Title: Chair, Downstream Development Authority (DDA)
Address for Notices: P.O. Box 785, Quapaw, OK 74383

STATE OF Oklahoma)
)
)
)
COUNTY OF Ottawa)
)
)
)

On the 18 day of October, 2023, before me personally appeared Wena Supernaw, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chair, Downstream Development Authority (DDA) of Assignor, and acknowledged the instrument to be his/her free act and deed/the free act and deed of The Downstream Development Authority of the Quapaw Tribe of Oklahoma (O-Gah-Pah) for the uses and purposes mentioned in the instrument.

Brent Owen Divine
Notary Public
Brent Owen Divine
Printed Name

My Commission Expires:
6/16/2027



DATED: 10/20/2023

Saracen Development, LLC

By: [Signature]

Name: Matthew A. Harkness

Title: General Manager

Address for Notices: 1 Saracen Resort Dr.

Pine Bluff, AR 71601

STATE OF Arkansas)
)
COUNTY OF Jefferson)SS.

On the 20 day of October, 2023, before me personally appeared Matthew A. Harkness, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the General Manager of Assignor, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Saracen Development, LLC for the uses and purposes mentioned in the instrument.



[Signature]
Notary Public
Christal Tisdale
Printed Name

My Commission Expires:

CHRISTAL TISDALE
JEFFERSON COUNTY
NOTARY PUBLIC - ARKANSAS
My Commission Expires MARCH 11, 2030
Commission No. 12710276

**EXHIBIT A
TO ASSIGNMENT AGREEMENT
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations

Title/Mark	Jurisdiction	Registration Number	Registration Date
SARACEN CASINO RESORT	U.S.	Trademark Reg. No. 6035376	April 14, 2020
 SARACEN CASINO RESORT	U.S.	Trademark Reg. No. 6035378	April 14, 2020
SARACEN CASINO RESORT	U.S.	Trademark Reg. No. 6044179	April 28, 2020
 SARACEN CASINO RESORT	U.S.	Trademark Reg. No. 6044180	April 28, 2020

Trademark Applications

Title/Name	Jurisdiction	Application Number	Filing Date
N/A			

ACKNOWLEDGED AND AGREED:

Signature: 

Name: Matthew A. Harkness

Date: 10/26/2023