

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1209938

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cherokee Nation Businesses, L.L.C.		04/22/2024	Limited Liability Company: OKLAHOMA
Cherokee Nation Entertainment, L.L.C.		04/22/2024	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Company Name:	BOKF, NA		
Street Address:	c/o Frederic Dorwart, Lawyers PLLC		
Internal Address:	124 East Fourth Street		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74103		
Entity Type:	Chartered Bank: OKLAHOMA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	88567333	L LEGENDS RESORT & CASINO	
Serial Number:	88567321	LEGENDS RESORT & CASINO	
Serial Number:	97228819	BRGR -&- CHKN	
Serial Number:	97222577	JETSTREAM SAMMIES	
Serial Number:	97228877	THE BAR	
Serial Number:	97228808	THE FOOD HALL	
Serial Number:	97228863	JETSTREAM SAMMIES	
Serial Number:	97222563	THE FOOD HALL AT WEST SILOAM SPRINGS	
Serial Number:	97222567	RISE COFFEE & BAKERY	
Serial Number:	97228857	EL TACO	
Serial Number:	97222583	FIELD TO FORK FLATBREADS & GREENS	
Serial Number:	97228830	RISE COFFEE & BAKERY	
Serial Number:	97228847	FIELD TO FORK FLATBREADS & GREENS	
Serial Number:	97385757	TRACK 5.	
Serial Number:	97385774	TRACK 5.	
Serial Number:	78405573	CHEROKEE CASINO RESORT	

OP \$515.00.00 88567333

Property Type	Number	Word Mark
Serial Number:	78405555	CHEROKEE HILLS GOLF CLUB
Serial Number:	77957542	CHEROKEE CASINO WILL ROGERS DOWNS
Serial Number:	86785952	ONE STAR
Serial Number:	97765655	ONE STAR

CORRESPONDENCE DATA

Fax Number:

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.

Phone: (918)583-9922
Email: kkincaid@fdlaw.com
Correspondent Name: Katie Kincaid
Address Line 1: 124 East Fourth Street
Address Line 4: Tulsa, OKLAHOMA 74103

NAME OF SUBMITTER:	Katie Kincaid
SIGNATURE:	Katie Kincaid
DATE SIGNED:	05/03/2024

Total Attachments: 7
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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 22, 2024 (this "Amendment"), is executed by CHEROKEE NATION BUSINESSES, L.L.C., a tribal limited liability company formed under the laws of the Cherokee Nation (the "Borrower"), and CHEROKEE NATION ENTERTAINMENT, L.L.C., a tribal limited liability company formed under the laws of the Cherokee Nation ("CNE"; CNE, together with the Borrower, the "Grantors"), in favor of BOKF, NA dba BOK FINANCIAL, as Administrative Agent for the benefit of the L/C Issuer and the Lenders (as defined in the Credit Agreement referred to below) (in such capacity, the "Administrative Agent").

WHEREAS, the Borrower entered into that certain Amended and Restated Credit Agreement dated as of November 22, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto, the L/C Issuer and the Administrative Agent;

WHEREAS, the Grantors executed and delivered that certain Amended and Restated Security Agreement dated as of November 22, 2022, by and among the Grantors (as defined therein) from time to time party thereto, in favor of the Administrative Agent for the benefit of the L/C Issuer and the Lenders (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantors executed and delivered that certain Intellectual Property Security Agreement dated as of November 22, 2022, in favor of the Administrative Agent for the benefit of the L/C Issuer and the Lenders (the "Existing IP Security Agreement"; the Existing IP Security Agreement, as amended by this Amendment, and as may be further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "IP Security Agreement"). All capitalized terms used herein without definition shall have the meaning given in the Existing IP Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement; and

WHEREAS, the Grantors and the Administrative Agent desire to modify the Existing IP Security Agreement to include certain additional Collateral, as more fully described herein, as security for the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Administrative Agent hereby agree as follows:

SECTION 1. AMENDMENT TO EXISTING IP SECURITY AGREEMENT. Schedule 1 to the Existing IP Security Agreement is hereby amended and restated in its entirety and replaced with Schedule 1 attached hereto.

SECTION 2. EFFECT OF AMENDMENT. Except as expressly amended, modified and supplemented by this Amendment, all of the terms, provisions, conditions, covenants, agreements, representations and warranties contained in the Existing IP Security Agreement shall remain in full force and effect and are hereby ratified by each Grantor. All references in the IP Security Agreement to "this Agreement", "hereunder", "hereof", "herein", or words of like import shall be deemed a reference to the IP Security Agreement as amended, modified and supplemented by this Amendment.

SECTION 3. EXECUTION IN COUNTERPARTS. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The words “execution,” “signed,” “signature,” and words of like import in this Amendment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 4. SOVEREIGN IMMUNITY, ETC.; CERTAIN PROVISIONS INCORPORATED. This Amendment is one of the Loan Documents referred to in the Credit Agreement, and the provisions of the Credit Agreement with respect to governing law, waiver of sovereign immunity, consent to court jurisdiction, waiver of jury trial, consent to arbitration and other provisions of the Credit Agreement generically applicable to Loan Documents, including but not limited to the provisions of Sections 19, 20 and 21 of the Guaranty, are incorporated herein by this reference and made applicable to the transactions described in this Amendment.

[SIGNATURE PAGES FOLLOW]

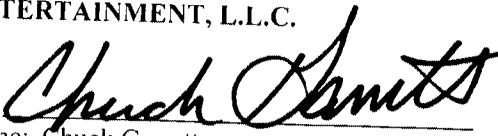
IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

GRANTORS:

**CHEROKEE NATION BUSINESSES,
L.L.C.**

By: 
Name: Chuck Garrett
Title: President/CEO

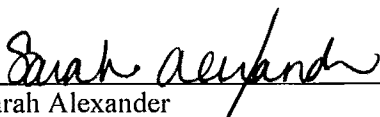
**CHEROKEE NATION
ENTERTAINMENT, L.L.C.**

By: 
Name: Chuck Garrett
Title: CEO

[Signature Page to First Amendment to Intellectual Property Security Agreement]

Acknowledged and Agreed:

BOKF, NA dba BOK FINANCIAL,
as the Administrative Agent

By: 
Name: Sarah Alexander
Title: Senior Vice President

[Signature Page to First Amendment to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008419 FRAME: 0930




SCHEDULE 1 TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY



Patents and Patent Applications

Patent No.	Title	Status	Issue Date	Owner
US9742889B1	Lighted phone charger and cup holder device	Issued	2017-08-22	Cherokee Nation Entertainment, L.L.C.
USD807437S1	Card box	Issued	2018-01-09	Cherokee Nation Entertainment, L.L.C.
USD796436S1	Lighted phone charger with cup holder device	Issued	2017-09-05	Cherokee Nation Entertainment, L.L.C.
US8066562B1	Method of simulating a traditional roulette game experience	Issued	2011-11-29	Cherokee Nation Entertainment, L.L.C.
US7669854B1	Method of simulating a traditional craps game with barcoded cards and video display	Issued	2010-03-02	Cherokee Nation Entertainment, L.L.C.

Trademarks and Trademark Applications

Title Or Mark	Status	Filing Date / App Serial No.	Date Reg. / Reg. No.	Owner
	Allowed	08/05/2019 88/567,333		Cherokee Nation Businesses, L.L.C.
LEGENDS RESORT & CASINO	Allowed	08/05/2019 88/567,321		Cherokee Nation Businesses, L.L.C.
	Registered	1/20/2022 97/228,819	9/27/2022 6,861,263	Cherokee Nation Entertainment, L.L.C.
JETSTREAM SAMMIES	Registered	1/17/2022 97/222,577	1/17/2023 6,959,084	Cherokee Nation Entertainment, L.L.C.
	Registered	1/20/2022 97/228,877	9/27/2022 6,861,264	Cherokee Nation Entertainment, L.L.C.
	Registered	1/20/2022 97/228,808	3/5/2024 7,323,492	Cherokee Nation Entertainment, L.L.C.

Title Or Mark	Status	Filing Date / App Serial No.	Date Reg. / Reg. No.	Owner
				
	Registered	1/20/2022 97/228,863	1/17/2023 6,959,086	Cherokee Nation Entertainment, L.L.C.
THE FOOD HALL AT WEST SILOAM SPRINGS	Registered	1/17/2022 97/222,563	9/27/2022 6,861,418	Cherokee Nation Entertainment, L.L.C.
RISE COFFEE & BAKERY	Pending	1/17/2022 97/222,567		Cherokee Nation Entertainment, L.L.C.
	Registered	1/20/2022 97/228,857	3/14/2023 7,002,125	Cherokee Nation Entertainment, L.L.C.
FIELD TO FORK FLATBREADS & GREENS	Registered	1/17/2022 97/222,583	9/27/2022 6,861,419	Cherokee Nation Entertainment, L.L.C.
	Pending	1/20/2022 97/228,830		Cherokee Nation Entertainment, L.L.C.
	Registered	1/20/2022 97/228,847	3/21/2023 7,008,027	Cherokee Nation Entertainment, L.L.C.
TRACK 5.	Registered	4/28/2022 97/385,757	11/29/2022 6,913,176	Cherokee Nation Entertainment, L.L.C.
	Registered	4/28/2022 97/385,774	11/29/2022 6,913,178	Cherokee Nation Entertainment, L.L.C.
	Registered	4/21/2004 78/405,573	6/7/2005 2,961,563	Cherokee Nation Entertainment, L.L.C.
	Registered	4/21/2004 78/405,555	6/7/2005 2,961,562	Cherokee Nation Entertainment, L.L.C.

Title Or Mark	Status	Filing Date / App Serial No.	Date Reg. / Reg. No.	Owner
				
	Registered	3/12/2010 77/957,542	8/17/2010 3,835,089	Cherokee Nation Entertainment, L.L.C.
ONE STAR	Registered	10/13/2015 86/785,952	3/1/2016 4,908,890	Cherokee Nation Entertainment, L.L.C.
ONE*STAR	Registered	1/24/2023 97/765,655	6/20/2023 7,087,142	Cherokee Nation Entertainment, L.L.C.

Copyrights

Title	Registration No.	Claimant	Publication Date	Registration Date
Education Tour Teacher's Curriculum.	TX0007228093	Cherokee Nation Entertainment, LLC	2010-03-17	2010-04-01