

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sycuan Band of the Kumeyaay Nation		03/15/2006	Federally Recognized Indian Tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as administrative agent		
Street Address:	38 Howard Hughes Parkway, 4th Floor		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78626676	SYCUAN RESORT & CASINO	
Registration Number:	3017932	SYCUAN	
Registration Number:	3017938	SYCUAN	
CORRESPONDENCE DATA			
Fax Number:	(213)612-2499		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-612-2020		
Email:	rgalvan@orrick.com, lpartmann@orrick.com		
Correspondent Name:	Ramon Galvan		
Address Line 1:	777 South Figueroa Street, Suite 3200		
Address Line 2:	Orrick, Herrington & Sutcliffe LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90017-5855		
ATTORNEY DOCKET NUMBER:	1696-340/1640		
NAME OF SUBMITTER:	Ramon Galvan		

CH \$90.00 78626676

Signature:	/Ramon Galvan/
Date:	05/19/2006
Total Attachments: 5 source=Sycuan_Page_1#page1.tif source=Sycuan_Page_2#page1.tif source=Sycuan_Page_3#page1.tif source=Sycuan_Page_4#page1.tif source=Sycuan_Page_5#page1.tif	

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SYCUAN BAND OF THE KUMEYAAAY NATION (the "**Debtor**"), hereby assigns and grants to WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "**Agent**") for the Lenders (each individually, a "**Lender**" and collectively, "**Lenders**") from time to time party to the Amended and Restated Credit Agreement, dated as of March 15, 2006, among the Sycuan Band of Kumeyaay Indians, the Agent and the Lenders, a security interest in (i) all of the Debtor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "**Marks**") set forth on Schedule A attached hereto, (ii) all of the Debtor's rights, title and interest in and to the United States patents and pending patent applications (the "**Patents**") set forth on Schedule B attached hereto, (iii) the products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same and (vi) all proceeds of the foregoing.

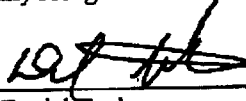
THIS ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the obligations of the Debtor, as set forth in the Amended and Restated Security Agreement, dated as of March 15, 2006, among the Debtor, the Agent and the other parties thereto (as amended, restated, modified or supplemented from time to time, the "**Security Agreement**"). Upon the termination of the Security Agreement pursuant to its terms, the Agent shall, upon such termination, execute, acknowledge, and deliver to the Debtor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment of Security Interest.


This Assignment of Security Interest has been granted in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those 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 Assignment of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 15th day of March, 2006.

SYCUAN BAND OF THE KUMEYAAY NATION,
a federally recognized Indian tribe

By: 
Name: Daniel Tucker
Title: Chairman

By: 
Name: Joseph Sandoval
Title: Vice Chairman

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as "Agent" for the "Lenders"

By: _____
Name: _____
Title: _____

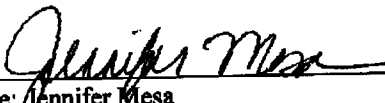
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SYCUAN BAND OF THE KUMEYAAAY
NATION,
a federally recognized Indian tribe

By: _____
Name: Daniel Tucker
Title: Chairman

By: _____
Name: Joseph Sandoval
Title: Vice Chairman

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as "Agent" for the "Lenders"

By:  _____
Name: Jennifer Mesa
Title: Vice President

SCHEDULE A

Mark
Reg./Application Date

Registration No.

SYCUAN

3017938

11/22/05

SYCUAN

3017932

8/30/05

Application No.

SYCUAN RESORT & CASINO

78/626676

5/10/05

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

NONE.

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