

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		05/12/2011	Federally Recognized Indian Tribe: UNITED STATES
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A., as agent		
Street Address:	3800 Howard Hughes Parkway, 4th Floor		
Internal Address:	Attn: Rick Bokum, Managing Director		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3891533	KOZMIK BINGLO	
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:	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		
Signature:	/Ramon Galvan/		

CH \$40.00 3891533

Date:

05/13/2011

Total Attachments: 4

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ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS

Dated as of May 12, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, SYCUAN BAND OF THE KUMEYAAAY NATION, a federally recognized Indian tribe (the "Band), on its own behalf and doing business as SYCUAN CASINO, an enterprise organized by the Band under its internal ordinances for conducting its gaming activities (collectively, 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 Second Amended and Restated Credit Agreement, dated as of May 12, 2011, 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 Second Amended and Restated Security Agreement, dated as of May 12, 2011, 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.

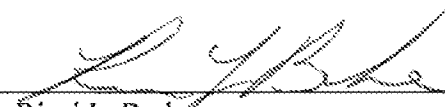
IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest the day and year first above written.

SYCUAN BAND OF THE KUMEYAA Y NATION,
a federally recognized Indian tribe

By:  _____

Name: Daniel J. Tucker

Title: Chairman

By:  _____

Name: Ricci LaBrake

Title: Vice Chairman

SCHEDULE A

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg./Application Date</u>	<u>Owner</u>
KOZMIK BINGLO	3891533	December 14, 2010	Sycuan Band of the Kumeyaay Nation

Application No.

None

SCHEDULE B

PATENT

PATENT NO.

ISSUE DATE

None