

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
COEUR D'ALENE TRIBE		03/28/2013	federally recognized Indian tribe: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
Name:	BANK OF AMERICA, N.A.		
Street Address:	70 Batterson Park Road		
Internal Address:	Mail code: CT2-515-BB-03		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	national banking association: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3224339	COEUR D'ALENE CASINO	
Registration Number:	3150880	CIRCLING RAVEN GOLF CLUB	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2134432926		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0BN1-174265		
NAME OF SUBMITTER:	Julie Cravitz		

CH \$65.00 3224339

Signature:	/julie cravitz/
Date:	03/28/2013
<p>Total Attachments: 35</p> <p>source=Security Agreement##page1.tif source=Security Agreement##page2.tif source=Security Agreement##page3.tif source=Security Agreement##page4.tif source=Security Agreement##page5.tif source=Security Agreement##page6.tif source=Security Agreement##page7.tif source=Security Agreement##page8.tif source=Security Agreement##page9.tif source=Security Agreement##page10.tif source=Security Agreement##page11.tif source=Security Agreement##page12.tif source=Security Agreement##page13.tif source=Security Agreement##page14.tif source=Security Agreement##page15.tif source=Security Agreement##page16.tif source=Security Agreement##page17.tif source=Security Agreement##page18.tif source=Security Agreement##page19.tif source=Security Agreement##page20.tif source=Security Agreement##page21.tif source=Security Agreement##page22.tif source=Security Agreement##page23.tif source=Security Agreement##page24.tif source=Security Agreement##page25.tif source=Security Agreement##page26.tif source=Security Agreement##page27.tif source=Security Agreement##page28.tif source=Security Agreement##page29.tif source=Security Agreement##page30.tif source=Security Agreement##page31.tif source=Security Agreement##page32.tif source=Security Agreement##page33.tif source=Security Agreement##page34.tif source=Security Agreement##page35.tif</p>	

## SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of March 28, 2013, is made by the COEUR D'ALENE TRIBE, a federally recognized Indian tribe and sovereign government residing on the Coeur d'Alene Reservation pursuant to Executive Order of November 8, 1873 by Ulysses S. Grant ("Grantor"), in favor of BANK OF AMERICA, N.A., as the Bank ("Secured Party") under the Loan Agreement referred to below.

Grantor has executed a Loan Agreement of even date herewith (as amended, restated, extended, supplemented or otherwise modified, the "Loan Agreement") between Grantor and Secured Party, pursuant to which Secured Party is agreeing to extend certain credit facilities to Grantor.

The Loan Agreement provides that, as a condition to the availability of the aforementioned credit facilities to Grantor, Grantor shall enter into this Agreement and grant a security interest in the Collateral (as defined below) to Secured Party.

NOW, THEREFORE, in order to induce Secured Party to extend the aforementioned credit facilities, and for other good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. This Agreement is the Security Agreement referred to in the Loan Agreement. This Agreement is one of the Loan Documents referred to in the Loan Agreement. Terms defined in the Loan Agreement and not otherwise defined in this Agreement have the meanings set forth for those terms in the Loan Agreement. Terms defined in the UCC and not otherwise defined in this Agreement or in the Loan Agreement have the meanings set forth for those terms in the UCC (and, if defined in more than one Article of the UCC, have the meanings given in Article 9 thereof). As used in this Agreement, the following terms have the meanings respectively set forth after each:

"Agreement" means this Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof.

"Books and Records" means all present and future books and records, including, without limitation, all books of account and ledgers of every kind and nature, all electronically recorded data, all proprietary technical and business information, all know-how, show-how or other data or information, all software and databases and all embodiments or fixations thereof and related documentation, all registrations and franchises, in each case relating to Grantor, the Gaming Enterprise or the Casino, all receptacles and containers for such records, and all files and correspondence.

"Collateral" means all present and future right, title and interest of Grantor in and to all of the Gaming Assets, whether now or hereafter acquired and wherever the same may from time to time be located, and all rights and powers of Grantor to transfer any interest in or to any of the Gaming Assets, whether now or hereafter acquired and wherever the same may from time to time be located, including, without limitation, any and all of the following personal property (to the extent such personal property constitutes a part of the Gaming Assets):

(a) All present and future accounts, accounts receivable, agreements, contracts, leases, contract rights, payment intangibles, rights to payment, instruments, documents, chattel paper (whether tangible or electronic), promissory notes, security agreements, guaranties, letters of credit, letter-of-credit rights, undertakings, surety bonds, insurance policies (whether or not required by the terms of the Loan Documents), notes and drafts, rights from or through any federal or state government agency or program, and forms of obligations owing to Grantor or in which Grantor may have any interest, however created or arising and whether or not earned by performance;

(b) All present and future general intangibles, all tax refunds of every kind and nature to which Grantor now or hereafter may become entitled, however arising, all other refunds, and all deposits, credits, reserves, loans, royalties, cost savings, deferred payments, goodwill, choses in action, liquidated damages, rights to indemnification, Trade Secrets, computer programs, software, computer printouts, tapes, disks and related data processing software and similar items, customer and supplier lists, blueprints, technical specifications, manuals and other documents, licenses, permits, copyrights, technology, processes, proprietary information, rights to or in employee or other pension, retirement or similar plans and the assets thereof, retained and unearned insurance premiums, rights and claims under insurance policies, and all insurance proceeds of which Grantor is a beneficiary;

(c) Whether characterized as accounts, general intangibles or otherwise, all rents (including, without limitation, prepaid rents, fixed, additional and contingent rents), issues, profits, receipts, earnings, revenue, income, security deposits, occupancy charges, hotel room charges, cabana charges, casino revenues, show ticket revenues, food and beverage revenues, room service revenues, merchandise sales revenues, parking, maintenance, common area, tax, insurance, utility and service charges and contributions, instruction fees, membership charges, and restaurant and snack bar revenues;

(d) All present and future: (i) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all prints and labels on which said trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, appear, have appeared, or will appear, and all designs and general intangibles of a like nature, all applications, registrations, and recordings relating to the foregoing in the USPTO or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those registered and applied-for trademarks, terms, designs and applications described in Schedule 1 attached hereto and made a part hereof (the Collateral described in this clause (d)(i) is referred to herein as the "Trademarks"); and (ii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks (the Collateral described in the foregoing clauses (d)(i) and (d)(ii) is referred to herein as the "Trademark Collateral");

(e) All present and future: patents, letters patent, all inventions and improvements described and claimed therein, including, without limitation, the right to make, use and/or sell the inventions disclosed or claimed therein, in each case whether foreign or domestic, applications, registrations, and recordings relating to such patents in the USPTO or in any similar office or agency of the United States of America, any state thereof, or any political subdivision thereof, or in any other countries, and all reissues, extensions, and renewals thereof, including, without limitation, those patents and applications, registrations and recordings described in Schedule 2 attached hereto and made a part hereof (the Collateral described in this clause (e) is referred to herein as the "Patents");

(f) (i) All present and future: copyrights, rights and interests in copyrights, works protectable by copyright, all copyright rights in any work subject to the copyright laws of the United States of America or any other country, whether as author, assignee, transferee or otherwise, copyright registrations and copyright applications, including, without limitation, registrations, recordings, supplemental registrations and pending applications for registration, in each case whether foreign or domestic, and United States, state and international registrations of the foregoing, and all reissues, extensions and renewals of the foregoing, including, without limitation, those listed on Schedule 4 hereto (the Collateral described in this clause (f)(i) is referred to herein as the "Copyrights"), and (ii) the right to sue for past, present and future infringements of rights in Copyrights, all goodwill of Grantor related to Copyrights, and any and all proceeds of any of the foregoing Collateral described in this clause (f), including, but not limited to, any and all proceeds of licensing thereof (the Collateral described in the foregoing clauses (f)(i) and (f)(ii) is referred to herein as the "Copyright Collateral");

(g) All Licenses (the Licenses, together with the Trademark Collateral, the Patents, the Copyright Collateral and the Trade Secrets, are collectively referred to herein as the "IP Collateral") and all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the IP Collateral;

(h) All present and future deposit accounts of Grantor, including, without limitation, any demand, time, savings, passbook or like account maintained by Grantor with any bank, savings and loan association, credit union or like organization, and all money and all deposit accounts listed on Schedule 8 hereto, and all cash and cash equivalents of Grantor, whether or not deposited in any such deposit account;

(i) All Books and Records;

(j) All present and future goods, including, without limitation, all consumer goods, farm products, inventory, equipment, video lottery terminals, slot machines and other gaming devices and associated equipment, catalogs, machinery, tools, molds, dies, furniture, furnishings, fixtures, trade fixtures, aircraft, documented and undocumented vessels, ships and other watercraft, and all other goods used in connection with or in the conduct of Grantor's business, the Gaming Enterprise or the Casino's business;

(k) All present and future inventory and merchandise, including, without limitation, all present and future goods held for sale or lease or to be furnished under a contract of service, all raw materials, work in process and finished goods, all packing materials, supplies

and containers relating to or used in connection with any of the foregoing, and all bills of lading, warehouse receipts or documents of title relating to any of the foregoing;

(l) All present and future stocks, investment property, bonds, debentures, securities (whether certificated or uncertificated), security entitlements, securities accounts, commodity contracts, commodity accounts, subscription rights, options, warrants, puts, calls, certificates, partnership interests, limited liability company membership or other interests, joint venture interests, certificates of deposit, investments and/or brokerage accounts and all rights, preferences, privileges, dividends, distributions, redemption payments, or liquidation payments with respect thereto, including, without limitation, the securities accounts listed on Schedule 8 hereto;

(m) All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

(n) All other present and future tangible and intangible personal property constituting a Gaming Asset;

(o) All of the Pledged Collateral, including but not limited to the Pledged Debt listed on Schedule 3 hereto, and all Commercial Tort Claims, including but not limited to those listed on Schedule 5 hereto;

(p) All present and future rights, remedies, powers and/or privileges of Grantor with respect to any of the foregoing, including the right to make claims thereunder or with respect thereto;

(q) All Gaming Assets that are subject to, or comprise all or any portion of, a Distribution made in violation of the Loan Agreement; and

(r) Any and all proceeds and products of any of the foregoing, including, without limitation, all money, accounts, payment intangibles, general intangibles, deposit accounts, promissory notes, documents, instruments, certificates of deposit, chattel paper, investment property, letter-of-credit-rights, goods, insurance proceeds, claims by Grantor against third parties for past, present and future infringement of the IP Collateral or any license with respect thereto, and any other tangible or intangible property received upon the sale or disposition of any of the foregoing;

provided that the term "Collateral", as used in this Agreement, does not include:

(i) any interest in real property, any improvements to real property, or any fixtures constituting real property; (ii) any assets in which a security interest can be obtained only by incurring costs that would be excessive in relation to the value of the security afforded thereby, as determined by Secured Party in its sole discretion; (iii) any assets that cannot be mortgaged, pledged or assigned as security for the Secured Obligations under applicable federal or state law; (iv) any assets that cannot be mortgaged, pledged or assigned as security for the Secured Obligations without violating an enforceable anti-assignment provision or negative pledge incurred or provided in favor of a holder of Indebtedness permitted under Section 8.8(a) of the Loan Agreement, but only to the extent any such anti-assignment provision or negative pledge relates to the property

financed by or the subject of such Indebtedness and only for so long as such Indebtedness remains outstanding; (v) any rights of Grantor to engage in gaming under the Compact, the Gaming Ordinance or IGRA, and, to the extent the same cannot be mortgaged, pledged or assigned as security for the Secured Obligations under applicable federal or state law, any license or other authorization to operate or otherwise conduct gaming at the Casino; and (vi) any assets of the Grantor that are not Gaming Assets.

"Copyright Collateral" has the meaning specified in clause (f) of the definition of Collateral.

"Copyrights" has the meaning specified in clause (f) of the definition of Collateral.

"Commercial Tort Claims" means all commercial tort claims asserted by Grantor, or on its behalf, in writing to which it has any right, title or interest and of which it is aware, in each case to the extent such commercial tort claim constitutes a Gaming Asset.

"Distribution Return" means, with respect to any Gaming Assets that are subject to, or comprise all or any portion of, a Distribution made in violation of the Loan Agreement, (a) Grantor causing such assets or revenues to be or become Collateral or (b) Grantor causing cash in an amount equal to the fair market value of such Gaming Assets at the time of such Distribution to be deposited in an account subject to the first-priority perfected Lien in favor of Secured Party created by this Agreement and subject to a Control Agreement.

"IP Collateral" has the meaning specified in clause (g) of the definition of Collateral.

"Investment Collateral" has the meaning specified in Section 12.

"License" means all of Grantor's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, Trade Secrets, or Trademarks, and (b) all rights to sue for past, present, and future breaches thereof, in each case to the extent the same is a Gaming Asset.

"Management Activities" has the meaning specified in Section 30.

"Non-Management Obligation" means any obligation of any Person, other than an obligation to perform an act, or refrain from performing an act, in a manner that would render such performance or non-performance a Management Activity.

"Patents" has the meaning specified in clause (e) of the definition of Collateral.

"Pledged Collateral" means any and all property of Grantor now or hereafter pledged and delivered to Secured Party pursuant to this Agreement, and includes without limitation (a) the Pledged Debt, (b) all proceeds and products of any of the foregoing, (c) any and all collections, distributions, cash, instruments, interest or premiums with respect to any of the foregoing and (d) any and all rights, titles, interests, privileges, benefits and preferences appertaining or incidental to any of the foregoing.

"Pledged Debt" means all debt owed or owing to Grantor and not held in a securities account or otherwise through a securities intermediary, including all such debt described on Schedule 3, all instruments, chattel paper or other documents, if any, representing or evidencing such debt, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such debt, in each case to the extent such debt constitutes a Gaming Asset.

"Secured Obligations" means any and all present and future Obligations of any type or nature of Grantor at any time or from time to time owed to Secured Party under the Loan Agreement or any other Loan Document, and any one or more of them, whether due or to become due, matured or unmatured, liquidated or unliquidated, absolute or contingent, direct or indirect, or voluntary or involuntary, whether obligations of performance or obligations of payment, whether for principal, interest, premiums, fees, indemnities, damages, costs, expenses or otherwise (including all renewals, extensions, amendments, refinancings and other modifications of such obligations and all costs, attorneys' fees and expenses incurred by Secured Party in connection with the collection or enforcement of such obligations), and whether recovery upon such obligations may be or hereafter becomes unenforceable or shall be an allowed or disallowed claim under any proceeding or case commenced by or against Grantor under any Debtor Relief Laws.

"Trademarks" has the meaning specified in clause (d) of the definition of Collateral.

"Trademark Collateral" has the meaning specified in clause (d) of the definition of Collateral.

"Trade Secrets" means all trade secrets and all other confidential or proprietary information and know-how now or hereafter owned or used in, or contemplated at any time for use in, the business of the Gaming Enterprise, whether or not such trade secret, other confidential or proprietary information or know-how has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such trade secret, other confidential or proprietary information or know-how, the right to sue for any past, present and future infringement of any trade secret, other confidential or proprietary information or know-how, and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Tribal UCC" has the meaning set forth in the Loan Agreement.

"UCC" means the Uniform Commercial Code as in effect in the State of New York; provided that, if the attachment, perfection, effect of perfection or non-perfection, or priority of any security interest in any Collateral is governed by the Tribal UCC or the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "UCC" means, as applicable, the Tribal UCC or the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection, effect of perfection or non-perfection, or priority.

"USCO" means the United States Copyright Office.



"USPTO" means the United States Patent and Trademark Office.

2. Further Assurances. At any time and from time to time at the request of Secured Party, Grantor shall execute and/or deliver all financing statements, instruments and documents, and shall do all such further acts and things, as may be deemed necessary or desirable by Secured Party to create and perfect, and to continue and preserve, an indefeasible security interest in the Collateral in favor of Secured Party, or the priority thereof. At any time and from time to time, Secured Party shall be entitled to file and/or record any or all such financing statements, instruments and documents held by it, and any or all such further financing statements, documents and instruments, and to take all such other actions, as Secured Party may deem appropriate to perfect and to maintain perfected the security interest granted in Section 3. Grantor further authorizes Secured Party to have this or any other similar agreement recorded or filed with the USCO, USPTO or any other appropriate federal, state or foreign government office. If any Pledged Debt is at any time not evidenced by an instrument or other document, then (A) Grantor shall cause the issuer thereof to execute and deliver to Secured Party an acknowledgment of the pledge made by Grantor under this Agreement, and (B) if necessary to perfect a security interest in such Pledged Debt, Grantor shall execute any customary pledge forms or other documents necessary or appropriate to complete the pledge and give Secured Party the right to transfer such Pledged Debt pursuant to the terms of this Agreement. With respect to any Collateral consisting of certificated securities, instruments, documents, certificates of title or other Collateral as to which Secured Party's security interest need be perfected by, or the priority thereof need be assured by, possession of such Collateral, Grantor will upon demand of Secured Party deliver possession of same in pledge to Secured Party. With respect to any Collateral described in the previous sentence, Grantor hereby consents and agrees (a) to notify any securities intermediary, depository institution or other bailee therefor, and any issuer thereof, obligor thereon or registrar, transfer agent or trustee thereof, of the security interest of Secured Party therein, (b) to require any such party to execute and deliver to Secured Party such acknowledgments, instruments, control agreements or other agreements as may be necessary for Secured Party to maintain the perfection of such security interest, and (c) that any such party shall be entitled to accept the provisions of this Agreement as conclusive evidence of the right of Secured Party to effect any transfer or exercise any right hereunder or with respect to any such Collateral, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by Grantor or any other Person to any such party.

3. Security Agreement. For valuable consideration, Grantor hereby assigns and pledges to Secured Party, and grants to Secured Party a security interest in, all present and future right, title and interest of Grantor in the Collateral, as security for the timely payment and performance of the Secured Obligations, and each of them. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations (whether or not all or any prior Secured Obligations have been satisfied), and notwithstanding the bankruptcy of Grantor or any other Person or any other event or proceeding affecting any Person.

4. Delivery of Pledged Debt. On or before the Closing Date, Grantor shall cause to be pledged and delivered to Secured Party any existing instrument or other document evidencing

or constituting Pledged Debt, each of which has been listed on Schedule 3 hereto. Following the Closing Date, Grantor will promptly notify Secured Party of the creation of any instrument or other document evidencing or constituting Pledged Debt, and Grantor will deliver such Pledged Debt (including, without limitation, any instruments or other documents evidencing or constituting the same) to Secured Party within 10 Banking Days of Grantor's receipt of such instrument or other document evidencing or constituting Pledged Debt. All Pledged Debt (including, without limitation, any instruments or other documents evidencing or constituting the same) at any time delivered to Secured Party shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to Secured Party.

5. Grantor's Representations, Warranties and Agreements. Grantor represents, warrants and agrees that:

(a) Grantor owns the Collateral free and clear of any Lien except as expressly permitted by the Loan Agreement;

(b) Grantor owns the sole, full and clear title to all of the existing Collateral and Grantor has the right and power to grant the security interest granted hereunder in the Collateral;

(c) Grantor has the right and power to pledge the Collateral and grant a security interest in the Collateral to Secured Party without the consent, approval or authorization of, or notice to, any Person (other than such consents, approvals, authorization or notices which have been obtained or given prior to the date hereof) and such pledge and security interest constitutes the valid, binding and enforceable obligation of Grantor, enforceable against Grantor in accordance with the terms hereof and the other Loan Documents, except as enforcement may be limited by Debtor Relief Laws or equitable principles relating to the granting of specific performance and other equitable remedies as a matter of judicial discretion;

(d) as of the date hereof, Grantor has no Trademarks which constitute part of the Collateral that are registered, or subject to pending applications, in the USPTO, or to the best knowledge of Grantor, any similar office or agency in the United States of America, other than those described in Schedule 1 attached hereto;

(e) as of the date hereof, Grantor has no Patents which constitute part of the Collateral that are registered, or subject to pending applications, in the USPTO, or to the best knowledge of Grantor, any similar office or agency in the United States of America, other than those described in Schedule 2 attached hereto;

(f) as of the date hereof, Schedule 3 attached hereto sets forth all of the Pledged Debt owned or held by or on behalf of Grantor;

(g) as of the date hereof, Grantor does not have any Copyrights which constitute part of the Collateral that are registered, or subject to pending applications, with the USCO, or any similar office or agency in the United States of America, or elsewhere other than those described in Schedule 4 attached hereto;

(h) as of the date hereof, Grantor has no Commercial Tort Claims other than those described in Schedule 5 attached hereto and Grantor hereby covenants and agrees that it shall provide Secured Party with prompt written notice of each Commercial Tort Claim, and any judgment, settlement or other disposition thereof and will take such action as Secured Party may request to grant and perfect a security interest therein in favor of Secured Party;

(i) as of the date hereof, Schedule 6 attached hereto sets forth each of the material Licenses owned or held by or on behalf of Grantor other than the intellectual property otherwise set forth in the other Schedules hereto;

(j) as of the date hereof, Schedule 7 attached hereto sets forth each letter of credit giving rise to a letter-of-credit right included in the Collateral owned or held by or on behalf of Grantor;

(k) as of the date hereof, Schedule 8 attached hereto sets forth each deposit account and each securities account owned or held by or on behalf of Grantor and which is a Gaming Asset or which contains any Gaming Asset;

(l) there are no actions, suits, proceedings or investigations pending or threatened in writing against Grantor before any governmental authority which could be expected to cause any portion of the IP Collateral to be adjudged invalid or unenforceable, in whole or in part, as of the date hereof, and Grantor has received no written notice of any of the foregoing;

(m) Grantor has not abandoned any Patent, Trademark or Copyright, and Grantor will not do any act, or omit to do any act, whereby any Patent, Trademark or Copyright may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless permitted by the Loan Agreement;

(n) Grantor shall not (i) sell, assign, exchange, transfer, or otherwise dispose of, or contract to sell, assign, exchange, transfer, or otherwise dispose of, or grant any option with respect to, any of the Collateral, except as specifically permitted under the Loan Agreement, (ii) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Liens permitted pursuant to the Loan Agreement, or (iii) take any action with respect to the Collateral which is inconsistent with the provisions or purposes of this Agreement or any other Loan Document;

(o) Grantor will pay, prior to delinquency, all taxes, charges, Liens and assessments against the Collateral, except as specifically permitted under the Loan Agreement;

(p) the Collateral will not be knowingly used for any unlawful purpose or in violation of any law, regulation or ordinance, nor used in any way that will void or impair any insurance required to be carried in accordance with the Loan Agreement;

(q) Grantor will, to the extent consistent with good business practice, keep the Collateral in good repair, working order and condition, ordinary wear and tear excepted, and from time to time make all needful and proper repairs, renewals, replacements, additions and

improvements thereto and, as appropriate and applicable, will otherwise deal with the Collateral in all such ways as are considered good practice by owners of like property;

(r) Grantor will, consistent with good business practice, take all steps to preserve and protect the Collateral, including, with respect to the IP Collateral, the filing of any renewal affidavits and applications;

(s) Grantor will effectuate a Distribution Return no later than 3 days after Grantor's receipt of a written request from Secured Party to do so;

(t) Promptly, but in any event no later than 30 days after taking such action, Grantor shall notify Secured Party of any application for the registration of a Patent, Trademark or Copyright (to the extent the same is a Gaming Asset) with the USPTO, USCO or any similar office or agency in the United States of America or any State therein;

(u) Grantor assumes all responsibility and liability arising from the use of the IP Collateral, and Grantor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any Affiliate or Subsidiary of Grantor) in connection with any IP Collateral or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by Grantor or any Affiliate or Subsidiary of Grantor;

(v) Grantor will maintain, with responsible insurance companies, insurance covering the Collateral against such insurable losses as is required by the Loan Agreement and will cause Secured Party to be designated as an additional insured and loss payee with respect to such insurance, will obtain the written agreement of the insurers that such insurance shall not be cancelled, terminated or modified to the detriment of Secured Party without at least thirty (30) days prior written notice to Secured Party, and will provide copies of policies and certificates evidencing such insurance to Secured Party promptly upon request therefor;

(w) Grantor will promptly notify Secured Party in writing in the event of any substantial or material damage to the Collateral from any source whatsoever, and, except for the disposition of collections and other proceeds of the Collateral permitted by Section 8 or by the Loan Agreement, Grantor will not remove or permit to be removed any substantial or material part of the Collateral from its places of business unless it is commercially reasonable to do so and Grantor has provided at least 10 Banking Days' prior written notice of such removal to Secured Party, except for such items of the Collateral as are removed in the ordinary course of business or in connection with any transaction or disposition otherwise permitted by the Loan Agreement;

(x) Grantor shall maintain Books and Records pertaining to the Collateral in such detail, form and scope as is consistent with sound industry practices;

(y) Grantor shall at any time at Secured Party's request mark the Collateral and/or Grantor's ledger cards, books of account and other records relating to the Collateral with appropriate notations satisfactory to Secured Party disclosing that they are subject to Secured Party's security interest;

(z) in the event Grantor changes its name or its address as either are set forth herein or in the Loan Agreement, Grantor will notify Secured Party of such name and/or address change promptly, but in any event, within five (5) Banking Days after such change; and

(aa) Grantor authorizes Secured Party to modify this Agreement by amending the Schedules hereto to include any new IP Collateral, any renewal thereof or any IP Collateral applied for and obtained hereafter; and Grantor shall, upon request of Secured Party, from time to time execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence Secured Party's security interest in each such IP Collateral.

6. Deposit and Securities Accounts. For each deposit account and securities account which contains any Gaming Asset (and is not otherwise in an account with Secured Party), Grantor shall cause the depositary bank or applicable financial institution to agree to comply at any time with instructions from Secured Party to such depositary bank or applicable financial institution directing the disposition of funds or other Collateral from time to time credited to such deposit account or securities account, as applicable, without further consent of Grantor, pursuant to a Control Agreement. Without limiting the foregoing, Secured Party shall also have the right at any time, whether or not an Event of Default shall have occurred or be continuing, to make inquiry of each applicable depositary institution or applicable financial institution at which any such deposit account or securities account is maintained to verify the account balance of such account.

7. Secured Party's Rights Regarding Collateral. At any time and at the expense of Grantor, Secured Party may, to the extent it may be necessary or desirable to protect the Collateral, but Secured Party shall not be obligated to, (a) enter upon any premises on which Collateral is situated and examine the same and (b) perform any Non-Management Obligation of Grantor under this Agreement or the other Loan Documents. At any time and from time to time when any Event of Default has occurred and remains continuing, at the expense of Grantor, Secured Party may, to the extent it may be necessary or desirable to protect the Collateral, but Secured Party shall not be obligated to, (i) notify obligors on the Collateral that the Collateral has been assigned to Secured Party and (ii) request from obligors on the Collateral, in the name of Grantor or in the name of Secured Party, information concerning the Collateral and the amounts owing thereon. Upon prior notice and subject to applicable Gaming Laws, Secured Party shall at all times have full access to and the right to audit any and all of Grantor's Books and Records pertaining to the Collateral, and to confirm and verify the value of the Collateral and to do whatever else Secured Party may deem necessary or desirable to protect its interests in the Collateral (other than to engage in a Management Activity); provided, however, that any such action which involves communicating with customers of Grantor shall be carried out by Secured Party through Grantor's independent auditors unless Secured Party shall then have the right directly to notify obligors on the Collateral as provided in Section 10. Secured Party shall be under no duty or obligation whatsoever to take any action to preserve any rights of or against any prior or other parties in connection with the Collateral, whether or not an Event of Default shall have occurred, or to make or give any presentments, demands for performance, notices of non-performance, protests, notices of protests, notices of dishonor or notices of any other nature whatsoever in connection with the Collateral or the Secured Obligations. Secured Party shall be under no duty or obligation whatsoever to take any action to protect or preserve the Collateral or

any rights of Grantor therein, or to make collections or enforce payment thereon, or to participate in any foreclosure or other proceeding in connection therewith.

8. Collections on the Collateral. Except as otherwise provided in the Loan Agreement, Grantor shall have the right to use and to continue to make collections on and receive dividends and other proceeds of all of the Collateral in the ordinary course of business so long as no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuation of an Event of Default, at the option of Secured Party, except as prohibited by applicable federal or state law and subject to Sections 30 and 31, Grantor's right to make collections on and receive dividends and other proceeds of the Collateral and to use or dispose of such collections, dividends and proceeds shall terminate, and any and all proceeds, dividends and collections, including all partial or total prepayments, then held or thereafter received on or on account of the Collateral will be held or received by Grantor in trust for Secured Party and immediately delivered in kind to Secured Party. Upon the occurrence and during the continuation of an Event of Default, Secured Party shall have the right at all times to receive, receipt for, endorse, assign, deposit and deliver, in the name of Secured Party or in the name of Grantor, any and all checks, notes, drafts and other instruments for the payment of money constituting Collateral or proceeds of Collateral; and Grantor hereby authorizes Secured Party to affix, by facsimile signature or otherwise, the general or special endorsement of Grantor, in such manner as Secured Party shall deem advisable, to any such instrument in the event the same has been delivered to or obtained by Secured Party without appropriate endorsement, and Secured Party and any collecting bank are hereby authorized to consider such endorsement to be a sufficient, valid and effective endorsement by Grantor, to the same extent as though it were manually executed by the duly authorized officer of Grantor, regardless of by whom or under what circumstances or by what authority such facsimile signature or other endorsement actually is affixed, without duty of inquiry or responsibility as to such matters, and Grantor hereby expressly waives demand, presentment, protest and notice of protest or dishonor and all other notices of every kind and nature with respect to any such instrument.

9. Possession of Collateral by Secured Party. To the extent that any of the Collateral is at any time physically delivered to Secured Party or deposited into any deposit, brokerage or other similar account located with or maintained by Secured Party, such Collateral shall be deemed to be subject to the "control" of Secured Party (as the term "control" is used in the UCC). Nothing herein shall obligate Secured Party to invest any Collateral or obtain any particular return thereon. Subject to Sections 30 and 31, upon the occurrence and during the continuation of an Event of Default, whenever any of the Collateral is in Secured Party's possession, custody or control, Secured Party may exercise all rights of secured party under the UCC, whether for the purpose of preserving and/or protecting the Collateral, or for the purpose of performing any of Grantor's Non-Management Obligations with respect thereto, or otherwise; provided that nothing contained herein shall be deemed to grant any right to Secured Party to operate any portion of the Collateral on the premises of Grantor, whether as a gaming, casino or other similar business. Secured Party may at any time deliver or redeliver the Collateral or any part thereof to Grantor, and the receipt of any of the same by Grantor shall be complete and full acquittance for the Collateral so delivered, and Secured Party thereafter shall be discharged from any liability or responsibility therefor. So long as Secured Party exercises reasonable care with respect to any Collateral in its possession, custody or control, Secured Party shall have no liability for any loss of or damage to such Collateral, and in no event shall Secured Party have liability for any

diminution in value of Collateral occasioned by economic or market conditions or events. Secured Party shall be deemed to have exercised reasonable care within the meaning of the preceding sentence if the Collateral in the possession, custody or control of Secured Party is accorded treatment substantially equal to that which Secured Party accords its own property, it being understood that Secured Party shall not have any responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relating to any Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against any Person with respect to any Collateral.

10. Rights Upon Event of Default. Subject to Sections 30 and 31, upon the occurrence and during the continuation of an Event of Default, Secured Party shall have, in any jurisdiction where enforcement hereof is sought, in addition to all other rights and remedies that Secured Party may have under applicable law or in equity or under this Agreement (including, without limitation, all rights set forth in Sections 8 and 13) or under any other Loan Document, all rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, all rights and remedies under the Tribal UCC and, in addition, the following rights and remedies, all of which may be exercised with or without notice to Grantor and without affecting the obligations of Grantor hereunder or under any other Loan Document, or the enforceability of the Lien and security interest created hereby:

(a) to foreclose the Lien and security interest created hereunder or under any other agreement relating to any Collateral by any available judicial procedure or without judicial process;

(b) to enter any premises where any Collateral may be located for the purpose of securing, protecting, inventorying, appraising, inspecting, repairing, preserving, storing, preparing, processing, taking possession of or removing the same;

(c) to sell, assign, lease or otherwise dispose of any Collateral or any part thereof, either at public or private sale or at any broker's board, in lot or in bulk, for cash, on credit or otherwise, with or without representations or warranties and upon such terms as shall be acceptable to Secured Party;

(d) to notify obligors on the Collateral that the Collateral has been assigned to Secured Party and that all payments thereon are to be made directly and exclusively to Secured Party;

(e) to collect by legal proceedings or otherwise all dividends, distributions, interest, principal or other sums now or hereafter payable upon or on account of the Collateral;

(f) to enter into any extension, reorganization, deposit, merger or consolidation agreement, or any other agreement relating to or affecting the Collateral, and in connection therewith Secured Party may deposit or surrender control of the Collateral and/or accept other property in exchange for the Collateral;

(g) to settle, compromise or release, on terms acceptable to Secured Party, in whole or in part, any amounts owing on the Collateral and/or any disputes with respect thereto;

(h) to extend the time of payment, make allowances and adjustments and issue credits in connection with the Collateral in the name of Secured Party or in the name of Grantor or any other Person;

(i) to enforce payment and prosecute any action or proceeding with respect to any or all of the Collateral and take or bring, in the name of Secured Party or in the name of Grantor, any and all steps, actions, suits or proceedings deemed by Secured Party necessary or desirable to effect collection of or to realize upon the Collateral, including any judicial or nonjudicial foreclosure thereof or thereon, and Grantor hereby (i) specifically consents to any nonjudicial foreclosure of any or all of the Collateral or any other action taken by Secured Party which may release any obligor from personal liability on any of the Collateral, and (ii) waives any right not expressly provided for in this Agreement to receive notice of any public or private judicial or nonjudicial sale or foreclosure of any security or any of the Collateral;

(j) to insure, process and preserve the Collateral;

(k) to exercise all rights, remedies, powers or privileges provided under any of the Loan Documents;

(l) to remove, from any premises where the same may be located, the Collateral and any and all documents, instruments, files and records relating to the Collateral, and any receptacles and cabinets containing the same, and Secured Party may, at the cost and expense of Grantor, use such of Grantor's supplies, equipment, facilities and space at Grantor's places of business as Secured Party deems necessary or appropriate to properly administer, process, store, control, prepare for sale or disposition and/or sell or dispose of the Collateral or to properly administer and control the handling of collections and realizations thereon, and Secured Party shall be deemed to have an irrevocable license to use, without cost to the Secured Party, any premises of Grantor or at the Casino for such purposes and for such periods of time as required by Secured Party;

(m) to exercise all other rights, powers, privileges and remedies of an owner of the Collateral (except to engage in Management Activities) and to perform any Non-Management Obligation of Grantor under this Agreement or any other Loan Document, all at Secured Party's sole option and as Secured Party in its sole discretion may deem advisable;

(n) to apply any money or other property received by Secured Party in exchange for or on account of the Collateral, whether representing collections or proceeds of Collateral, and whether resulting from voluntary payments or foreclosure proceedings or other legal action taken by Secured Party or Grantor or any other Person, without notice to Grantor or any other Person, to the Secured Obligations in such order and manner as Secured Party in its sole discretion determines;

(o) require Grantor to, and Grantor shall at its expense and upon request of the Collateral Agent immediately: (i) assemble the Collateral (or any part thereof, as requested) and make it available to Secured Party at places which Secured Party may designate, whether at the premises of Grantor or elsewhere; and (ii) make available to Secured Party, free of cost, all premises, equipment and facilities of Grantor or of the Casino for the purpose of Secured Party's



taking possession of such Collateral or storing the same or removing or putting such Collateral in salable form or selling or disposing of same; and

(p) Subject to Sections 30 and 31, without notice or demand, either in person or by agent (but not by any receiver), and without regard to the adequacy of any security for the Secured Obligations, to take possession of the Collateral or any part thereof and to collect and receive the rents, issues, profits, income and proceeds thereof, with the understanding that taking possession of the Collateral shall not cure or waive any Event of Default or notice thereof or invalidate any act done pursuant to such notice.

Notwithstanding any provision in this Section 10, nothing contained herein shall be deemed to grant any right to Secured Party to operate any portion of the Collateral on the premises of Grantor, whether as a gaming, casino or other similar business, and nothing shall be deemed to authorize Secured Party to apply or control the application of the Collateral to pay or discharge any obligations of Grantor related to the Gaming Enterprise owing to anyone other than Secured Party or Persons with a Lien or other claim against Collateral.

#### 11. Sale of Collateral.

(a) Any public or private sale or other disposition of the Collateral may be held at any office of Secured Party or at the Casino, or at any of Grantor's places of business, or at any other place permitted by applicable law, and without the necessity of the Collateral being within the view of prospective purchasers. Secured Party may direct the order and manner of sale of the Collateral, or portions thereof, as Secured Party in its sole and absolute discretion may determine, and Grantor expressly waives any right to direct the order and manner of sale of any Collateral. Subject to applicable laws, Secured Party or any Person on Secured Party's behalf may bid and purchase at any such sale or other disposition. The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied, first, to the expenses (including attorneys' fees and costs) of retaking, holding, storing, processing and preparing for sale or lease, selling, leasing, collecting and liquidating the Collateral, and then to the satisfaction of the Secured Obligations with application as to any particular Secured Obligations to be in the order determined by Secured Party in its sole and absolute discretion. Grantor and any other Person then obligated therefor shall pay to Secured Party on demand any deficiency with regard thereto which may remain after such sale, disposition, collection or liquidation of the Collateral. After all the Secured Obligations have been indefeasibly paid, the balance after such sale, disposition, collection or liquidation of the Collateral shall be reassigned and redelivered to Grantor or to the Person or Persons otherwise legally entitled thereto.

(b) Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send or otherwise make available to Grantor such notice as may be required by the UCC of the time and place of any public sale thereof or of the time on or after which any private sale thereof is to be made. The requirement of sending reasonable notice conclusively shall be met if such notice is given to Grantor in accordance with the Loan Agreement at least ten (10) days before the date of the sale. Grantor expressly waives any right to receive notice of any public or private sale of any Collateral or other security for the Secured Obligations except as expressly provided for in this paragraph.

(c) Upon the occurrence and during the continuation of an Event of Default, Secured Party may use any of the IP Collateral for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantor. Secured Party may grant such license or licenses relating to the IP Collateral for such term or terms, on such conditions and in such manner, as Secured Party, in its sole discretion, deems appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries. In connection with any such license or any sale or other disposition of the IP Collateral (or any part thereof), Grantor shall supply to Secured Party, or Secured Party's designee, to the extent Grantor is able to do so, Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the IP Collateral and Grantor's customer lists and other records relating to the IP Collateral and the distribution thereof.

(d) With respect to any Collateral consisting of securities, partnership or limited liability company interests, joint venture interests, investments or the like, and whether or not any of such Collateral has been effectively registered under the Securities Act of 1933, as amended, or other applicable Laws, Secured Party may, in its sole and absolute discretion, sell all or any part of such Collateral at private sale in such manner and under such circumstances as Secured Party may deem necessary or advisable in order that the sale may be lawfully conducted. Without limiting the foregoing, Secured Party may (i) approach and negotiate with a limited number of potential purchasers, and (ii) restrict the prospective bidders or purchasers to Persons who will represent and agree that they are purchasing such Collateral for their own account for investment and not with a view to the distribution or resale thereof. In the event that any such Collateral is sold at private sale, Grantor agrees that if such Collateral is sold for a price which Secured Party in good faith believes to be reasonable under the circumstances then existing, then (a) the sale shall be deemed to be commercially reasonable in all respects, (b) Grantor shall not be entitled to a credit against the Secured Obligations in an amount in excess of the purchase price, and (c) Secured Party shall not incur any liability or responsibility to Grantor in connection therewith, notwithstanding the possibility that a substantially higher price might have been realized at a public sale. Grantor recognizes that a ready market may not exist for such Collateral if it is not regularly traded on a recognized securities exchange, and that a sale by Secured Party of any such Collateral for an amount substantially less than a pro rata share of the fair market value of the applicable issuer's assets minus liabilities may be commercially reasonable in view of the difficulties that may be encountered in attempting to sell a large amount of such Collateral or Collateral that is privately traded.

(e) Upon consummation of any sale of Collateral hereunder, Secured Party shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the Collateral so sold absolutely free from any claim or right upon the part of Grantor or any other Person, and Grantor hereby waives (to the extent permitted by applicable laws) all rights of redemption, stay and appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. If the sale of all or any part of the Collateral is made on credit or for future delivery, Secured Party shall not be required to apply any portion of the sale price to the Secured Obligations until such amount actually is received by Secured Party, and any Collateral so sold may be retained by Secured Party until the sale price is paid in full by the

purchaser or purchasers thereof. Secured Party shall not incur any liability in case any such purchaser or purchasers shall fail to pay for the Collateral so sold, and, in case of any such failure, the Collateral may be sold again.

12. Voting Rights; Dividends; etc. With respect to any Collateral consisting of securities, capital stock, partnership or limited liability company interests, joint venture interests, investments or the like, but excluding any such Collateral associated with the operation or management of any portion of the Gaming Enterprise (such non-excluded Collateral being referred to collectively and individually as the "Investment Collateral"), so long as no Event of Default occurs and remains continuing:

(a) Voting Rights. Grantor shall be entitled to exercise any and all voting and other consensual rights pertaining to the Investment Collateral, or any part thereof, for any purpose not inconsistent with the terms of this Agreement, the Loan Agreement, or the other Loan Documents; provided, however, that Grantor shall not exercise, and shall refrain from exercising, any such right if it would result in a Default.

(b) Dividend and Distribution Rights. Except as otherwise provided in any Loan Document, Grantor shall be entitled to receive and to retain and use any and all dividends or distributions paid in respect of the Investment Collateral; provided, however, that any and all such dividends or distributions received in the form of capital stock, certificated securities, warrants, options or rights to acquire capital stock or certificated securities forthwith shall be, and the certificates representing such capital stock or certificated securities, if any, forthwith shall be delivered to Secured Party to hold as pledged Collateral and shall, if received by Grantor, be received in trust for the benefit of Secured Party, be segregated from the other property of Grantor, and forthwith be delivered to Secured Party as pledged Collateral in the same form as so received (with any necessary endorsements).

13. Rights Regarding Investment Collateral During Event of Default. With respect to any Investment Collateral, so long as an Event of Default has occurred and is continuing:

(a) Voting, Dividend, and Distribution Rights. At the option of Secured Party, all rights of Grantor to exercise the voting and other consensual rights which it would otherwise be entitled to exercise pursuant to Section 12(a) above, and to receive the dividends and distributions which it would otherwise be authorized to receive and retain pursuant to Section 12(b) above, shall cease, and all such rights thereupon shall become vested in Secured Party which thereupon shall have the sole right to exercise such voting and other consensual rights and to receive and to hold as pledged Collateral such dividends and distributions.

(b) Dividends and Distributions Held in Trust. All dividends and distributions which are received by Grantor contrary to the provisions of this Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Grantor, and forthwith shall be paid over to Secured Party as pledged Collateral in the same form as so received (with any necessary endorsements).

(c) Irrevocable Proxy. Grantor hereby revokes all previous proxies with regard to the Investment Collateral and hereby appoints Secured Party as its proxyholder to

attend and vote at any and all meetings of the shareholders or other equity holders of the Persons that issued the Investment Collateral and any adjournments thereof, held on or after the date of the giving of this proxy and prior to the termination of this proxy, and to execute any and all written consents of shareholders or other equity holders of such Persons executed on or after the date of the giving of this proxy and prior to the termination of this proxy, with the same effect as if Grantor had personally attended the meetings or had personally voted its shares or other interests or had personally signed the written consents; provided, however, that the proxyholder shall have rights hereunder only upon the occurrence and during the continuation of an Event of Default. Grantor hereby authorizes Secured Party to substitute another Person as the proxyholder and, upon the occurrence and during the continuation of any Event of Default, hereby authorizes the proxyholder to file this proxy and any substitution instrument with the secretary or other appropriate official of the appropriate Person. This proxy is coupled with an interest and is irrevocable until such time as all Secured Obligations have been indefeasibly paid in full in cash and performed in full and all commitments to provide credit under the Loan Agreement have been terminated.

14. Attorney-in-Fact. Grantor hereby irrevocably nominates and appoints Secured Party as its attorney-in-fact for the following purposes, subject to Sections 30 and 31: (a) to do all acts and things which Secured Party may deem necessary or advisable to perfect and continue perfected the security interest created by this Agreement and, upon the occurrence and during the continuation of an Event of Default, to preserve, process, develop, maintain and protect the Collateral and the security interest of the Secured Party therein; (b) upon the occurrence and during the continuation of an Event of Default, to do any and every act which Grantor is obligated to do under this Agreement, at the expense of Grantor and without any obligation to do so; (c) to prepare, sign, file and/or record, for Grantor, in the name of Grantor, any financing statement, application for registration, or like paper, and to take any other action deemed by Secured Party to be necessary or desirable in order to perfect or maintain perfected the security interest granted hereby; (d) upon the occurrence and during the continuation of an Event of Default, to execute any and all papers and instruments and do all other things necessary or desirable to preserve and protect the Collateral and to protect Secured Party's security interest therein; and (e) upon the occurrence and during the continuation of an Event of Default, to endorse and transfer the Pledged Collateral to any transferee or designee; provided, however, that Secured Party shall be under no obligation whatsoever to take any of the foregoing actions, and Secured Party shall have no liability or responsibility for any act taken or omission with respect thereto, except to the extent that such liability is determined by a court of competent jurisdiction by a final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of Secured Party. The foregoing power of attorney is coupled with an interest and is irrevocable until such time as all Secured Obligations have been indefeasibly paid and performed in full and when no commitment of Secured Party or facility provided by Secured Party under the Loan Agreement remains outstanding.

15. Costs and Expenses. Grantor shall pay to Secured Party all costs and expenses (including, without limitation, attorneys' fees and costs) incurred by Secured Party in the enforcement or attempted enforcement of this Agreement (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), whether or not an action is filed in connection therewith, and in connection with any waiver, supplementation, extension, renewal or amendment of any term or provision hereof. All advances, charges, costs

and expenses, including attorneys' fees and costs, incurred or paid by Secured Party in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any Non-Management Obligation of Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof (including in connection with any workout, restructuring, bankruptcy, insolvency or other similar proceeding), shall be secured hereby and shall become a part of the Secured Obligations and shall be paid to Secured Party by Grantor, immediately upon demand, together with interest thereon at the default rate provided for under the Loan Agreement.

16. Statute of Limitations and Other Laws. All rights, privileges, powers and remedies granted to Secured Party hereunder shall continue to exist and may be exercised by Secured Party at any time and from time to time irrespective of the fact that any of the Secured Obligations may have become barred by any statute of limitations. Grantor expressly waives the benefit of any and all statutes of limitation, and any and all laws providing for exemption of property from execution or for valuation and appraisal upon foreclosure, to the maximum extent permitted by applicable law.

17. Other Agreements. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other security or other agreement executed by Grantor or in connection with the Secured Obligations, but each and every term and condition hereof shall be in addition thereto. All provisions contained in the Loan Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference.

18. Understandings with Respect to Waivers and Consents. Grantor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which Grantor otherwise may have against Secured Party or others, or against Collateral, and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or law. If any of the waivers or consents herein are determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by law.

19. Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization or should Grantor become insolvent or make an assignment for the benefit of creditors, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by Secured Party, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

20. Additional Powers and Authorization. Secured Party shall be entitled to the benefits accruing to it as the Bank under the Loan Agreement and the other Loan Documents. Notwithstanding anything contained herein to the contrary, Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment.

21. Amendment, Waiver, etc. This Agreement shall not be amended, modified, supplemented, terminated or waived (explicitly or by implication) except in a writing signed by Grantor and Secured Party.

22. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement (or of any other agreement or document required by this Agreement and any amendment to this Agreement) by telecopy or other electronic imaging means (e.g., "pdf" or "tif") shall be as effective as delivery of a manually executed counterpart of this Agreement.

24. Financing Statement Property Description. To perfect the security interest granted under this Agreement, Grantor expressly authorizes Secured Party to file financing statements naming Grantor as debtor with the Collateral description "all assets of the debtor", "all personal property of the debtor" or other words to that effect. Such financing statements shall not be deemed to grant any security interest in any items of property otherwise excluded as Collateral pursuant to provisions hereof.

25. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED, HOWEVER, THAT (A) SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW AND THE TRIBAL UCC AND (B) IF THE ATTACHMENT, PERFECTION, OR PRIORITY OF ANY SECURITY INTEREST IN ANY ITEM OF COLLATERAL IS EXCLUDED FOR ANY REASON FROM THE COVERAGE OR APPLICATION OF THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK OR IF THE SECURITY INTEREST IN ANY ITEM OF COLLATERAL CANNOT BE OR IS NOT CREATED, ATTACHED, OR PERFECTED UNDER THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK, THEN THE CREATION, ATTACHMENT, PERFECTION, AND/OR PRIORITY OF THE SECURITY INTERESTS IN SUCH COLLATERAL SHALL BE GOVERNED BY THE TRIBAL UCC OR THE UNIFORM COMMERCIAL CODE AS IN

EFFECT IN ANY OTHER JURISDICTION (OTHER THAN THE STATE OF NEW YORK), AS AND IF APPLICABLE.

26. Dispute Resolution Provision. This paragraph, including the subparagraphs below, is referred to as the "Dispute Resolution Provision." This Dispute Resolution Provision is a material inducement for the parties entering into this Agreement.

(a) This Dispute Resolution Provision concerns the resolution of any controversies or claims between the parties, whether arising in contract, tort or by statute, including but not limited to controversies or claims that arise out of or relate to: (i) this Agreement (including any renewals, extensions or modifications); or (ii) any document (including but not limited to any Loan Document) related to this Agreement (collectively a "Claim"). For the purposes of this Dispute Resolution Provision only, the term "parties" shall mean Grantor and Secured Party and shall include any parent corporation, Subsidiary or Affiliate of Secured Party involved in the servicing, management or administration of any obligation described or evidenced by this Agreement.

(b) At the request of any party to this Agreement, any Claim shall be resolved by binding arbitration in accordance with the Federal Arbitration Act (Title 9, U.S. Code) (the "Act"). The Act will apply even though this Agreement provides that it is governed by the law of a specified state.

(c) Arbitration proceedings will be determined in accordance with the Act, the then-current rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof ("AAA"), and the terms of this Dispute Resolution Provision. In the event of any inconsistency, the terms of this Dispute Resolution Provision shall control. If AAA is unwilling or unable to (i) serve as the provider of arbitration or (ii) enforce any provision of this arbitration clause, Secured Party may designate another arbitration organization with similar procedures to serve as the provider of arbitration.

(d) The arbitration shall be administered by AAA and conducted, unless otherwise required by law, in any U.S. state where Collateral is located or if there is no such Collateral, in the state specified in Section 25. All Claims shall be determined by one arbitrator; however, if Claims exceed Five Million Dollars (\$5,000,000), upon the request of any party, the Claims shall be decided by three arbitrators. All arbitration hearings shall commence within ninety (90) days of the demand for arbitration and close within ninety (90) days of commencement and the award of the arbitrator(s) shall be issued within thirty (30) days of the close of the hearing. However, the arbitrator(s), upon a showing of good cause, may extend the commencement of the hearing for up to an additional sixty (60) days. The arbitrator(s) shall provide a concise written statement of reasons for the award. The arbitration award may be submitted to any court having jurisdiction to be confirmed and have judgment entered and enforced.

(e) The arbitrator(s) will give effect to statutes of limitation in determining any Claim and shall dismiss the arbitration if the Claim is barred under the applicable statutes of limitation. For purposes of the application of any statutes of limitation, the service on AAA under applicable AAA rules of a notice of Claim is the equivalent of the filing of a lawsuit. Any

dispute concerning this arbitration provision or whether a Claim is arbitrable shall be determined by the arbitrator(s), except as set forth at subparagraph (h) of this Dispute Resolution Provision. The arbitrator(s) shall have the power to award legal fees pursuant to the terms of this Agreement.

(f) This Section 26 does not limit the right of any party to: (i) exercise self-help remedies, such as but not limited to, setoff; (ii) initiate judicial or non-judicial foreclosure against any personal property collateral; (iii) exercise any judicial or power of sale rights; or (iv) act in a court of law to obtain an interim remedy, such as but not limited to, injunctive relief or writ of possession, or additional or supplementary remedies.

(g) The filing of a court action is not intended to constitute a waiver of the right of any party, including the suing party, thereafter to require submittal of the Claim to arbitration.

(h) Any arbitration or court trial (whether before a judge or jury) of any Claim will take place on an individual basis without resort to any form of class or representative action (the "Class Action Waiver"). The Class Action Waiver precludes any party from participating in or being represented in any class or representative action regarding a Claim. Regardless of anything else in this Dispute Resolution Provision, the validity and effect of the Class Action Waiver may be determined only by a court and not by an arbitrator. The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from the agreement to arbitrate Claims. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' agreement to arbitrate shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

(i) By agreeing to binding arbitration, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any Claim. Furthermore, without intending in any way to limit this Agreement to arbitrate, to the extent any Claim is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such Claim. This waiver of jury trial shall remain in effect even if the Class Action Waiver is limited, voided or found unenforceable. WHETHER THE CLAIM IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS AGREEMENT IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.

27. Limited Waiver of Sovereign Immunity; Consent to Jurisdiction.

(A) GRANTOR HEREBY EXPRESSLY AND IRREVOCABLY WAIVES ITS SOVEREIGN IMMUNITY (AND ANY DEFENSE BASED THEREON) FROM ANY SUIT, ACTION OR PROCEEDING (INCLUDING AN ARBITRATION PROCEEDING) OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OF NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION, EXECUTION, EXERCISE OF CONTEMPT POWERS, OR OTHERWISE) IN ANY FORUM PROVIDED FOR IN THIS AGREEMENT, WITH RESPECT TO THIS AGREEMENT AND



THE OTHER LOAN DOCUMENTS AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. SUCH LIMITED WAIVER OF SOVEREIGN IMMUNITY PERMITS RECOURSE AND ENFORCEMENT AGAINST ANY AND ALL GAMING ASSETS AND, TO THE EXTENT SET FORTH IN SECTION 11.21 OF THE LOAN AGREEMENT, THE OTHER ASSETS OF GRANTOR.

(B) GRANTOR HEREBY EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF (1) THE COURTS OF THE STATE OF NEW YORK (INCLUDING ALL COURTS TO WHICH DECISIONS OF THE COURTS OF THE STATE OF NEW YORK MAY BE APPEALED), (2) THE FEDERAL COURTS IN THE STATE OF NEW YORK (INCLUDING ALL FEDERAL COURTS TO WHICH DECISIONS OF THE FEDERAL COURTS IN THE STATE OF NEW YORK MAY BE APPEALED), (3) THE TRIBAL COURT (INCLUDING ALL COURTS TO WHICH DECISIONS OF THE TRIBAL COURT MAY BE APPEALED) AND (4) THE COURTS OF ANY OTHER STATE WHERE COLLATERAL MAY BE LOCATED, IN EACH CASE, WITH RESPECT TO ANY DISPUTE OR CONTROVERSY ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT OR ANY LOAN DOCUMENT, INCLUDING ANY AMENDMENT OR SUPPLEMENT WHICH MAY BE MADE HERETO OR THERETO OR TO ANY TRANSACTION IN CONNECTION HERewith OR THEREWITH AND THE ENFORCEMENT OF ANY ARBITRATION AWARD; PROVIDED, HOWEVER, THAT THE PARTIES AGREE THAT CLAUSE (4) OF THIS SECTION 27(B) SHALL ONLY BE EFFECTIVE TO THE EXTENT THAT AT LEAST ONE COURT IN THE STATE OF NEW YORK AND ONE TRIBAL COURT ARE UNWILLING, UNABLE, OR OTHERWISE FAIL TO (I) COMPEL THE OBLIGATION TO SUBMIT ANY ACTION, CLAIM, CONTROVERSY OR DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT TO ARBITRATION, OR (II) CONFIRM OR ENFORCE ANY ARBITRATION AWARD ENTERED PURSUANT TO THE ARBITRATION PROVISIONS HEREOF; PROVIDED FURTHER, THAT CLAUSE (4) OF THIS SECTION 27(B) SHALL BECOME EFFECTIVE ONLY IF (X) SECURED PARTY PURSUES ONE ACTION, CLAIM, CONTROVERSY OR DISPUTE IN ONE COURT IN THE STATE OF NEW YORK AND (Y) SECURED PARTY PURSUES ONE ACTION, CLAIM, CONTROVERSY OR DISPUTE IN ONE COURT IN THE TRIBAL COURT. FOR THE AVOIDANCE OF DOUBT, THE ACTION, CLAIM, CONTROVERSY OR DISPUTE REFERRED TO IN CLAUSES (X) AND (Y) IN THE PRECEDING SENTENCE CAN BE THE SAME ACTION, CLAIM, CONTROVERSY OR DISPUTE.

(C) WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR EXPRESSLY AUTHORIZES ANY GOVERNMENT OR OTHER AGENCY AUTHORITIES WHO HAVE THE RIGHT AND DUTY UNDER APPLICABLE LAW TO TAKE ANY AND ALL ACTION AUTHORIZED OR ORDERED BY ANY COURT OF COMPETENT JURISDICTION, INCLUDING WITHOUT LIMITATION, ENTERING THE COEUR D'ALENE RESERVATION IN GIVING EFFECT TO ANY JUDGMENT ENTERED.

(D) IN THE EVENT A SUIT IS COMMENCED ON THIS AGREEMENT OR ANY LOAN DOCUMENT REGARDING THE SUBJECT MATTER OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR FOR THE ENFORCEMENT OF AN ARBITRATION AWARD, GRANTOR COVENANTS THAT IT WILL NOT DISPUTE

THE JURISDICTION OF ANY COURT WHICH IS SELECTED BY SECURED PARTY IN FULL COMPLIANCE WITH SECTION 27(B).

(E) GRANTOR AGREES THAT ANY ACTION FOR THE ENTRY OF JUDGMENT ON AND ENFORCEMENT OF AN ARBITRATION AWARD MAY BE BROUGHT IN ANY TRIBAL COURT. TO THE EXTENT LAWFUL, GRANTOR EXPRESSLY WAIVES THE APPLICATION OF THE DOCTRINES OF EXHAUSTION OF TRIBAL REMEDIES AND ANY RIGHT OF COMITY WITH RESPECT TO ANY TRIBAL COURT OR ANY TRIBAL COURT OF APPEALS GRANTOR MAY NOW OR HEREAFTER MAINTAIN. IN ANY EVENT, NO ACTION MAY BE BROUGHT IN ANY TRIBAL COURT WITHOUT THE PRIOR WRITTEN CONSENT OF SECURED PARTY.

(F) THE WAIVERS AND CONSENTS DESCRIBED IN THIS SECTION 27 SHALL INURE SOLELY TO THE BENEFIT OF SECURED PARTY AND EACH OTHER PERSON (OTHER THAN GRANTOR) WHO IS ENTITLED TO THE BENEFITS OF THE LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION THE PERSONS INDEMNIFIED UNDER SECTION 11.11 OF THE LOAN AGREEMENT). SECURED PARTY AND SUCH OTHER PERSONS SHALL HAVE AND BE ENTITLED TO ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES, INCLUDING THE RIGHT TO SPECIFIC PERFORMANCE, MONEY DAMAGES AND INJUNCTIVE OR DECLARATORY RELIEF. THE WAIVERS OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION CONTAINED IN THIS SECTION 27 ARE IRREVOCABLE.

28. Service of Process. Grantor hereby irrevocably (a) consents to the service of process by prepaid mail or other delivery of a copy or notice thereof to the address of Grantor (as set forth in the Loan Agreement) and confirms that failure by Grantor to receive such copy or notice shall not prejudice due service; (b) waives: (i) any objection it may have to the laying of venue of any such legal proceedings in any of the courts referred to in Section 27; and (ii) any claim that it may have that any such legal proceedings have been brought in an inconvenient forum; and (c) agrees that nothing in this Agreement shall affect the right to service of process in any other manner permitted by law or preclude the right to bring legal proceedings in any other court or courts of competent jurisdiction as Secured Party may elect and that legal proceedings in any one or more jurisdictions shall not preclude legal proceedings in any other jurisdiction. Grantor agrees that a final judgment in any such legal proceeding shall be conclusive and binding upon Grantor.

29. Successors and Assigns. This Agreement shall (a) bind Grantor and its successors and assigns, provided that Grantor may not assign its rights or obligations under this Agreement without the prior written consent of Secured Party (and any attempted assignment without such consent shall be void), and (b) inure to the benefit of Secured Party and its successors and assigns.

30. Gaming Law Limitations. Notwithstanding any provision in any Loan Document, Secured Party shall not engage in any of the following: planning, organizing, directing, managing, coordinating, or controlling all or any portion of Grantor's gaming operations (collectively, "Management Activities"), including, but not limited to:

- (a) The training, supervision, direction, hiring, firing, retention, compensation (including benefits) of any employee (whether or not a management employee) or contractor;
- (b) Any working or employment policies or practices;
- (c) The hours or days of operation;
- (d) Any accounting systems or procedures;
- (e) Any advertising, promotions or other marketing activities;
- (f) The purchase, lease, or substitution of any gaming device or related equipment or software, including player tracking equipment;
- (g) The vendor, type, theme, percentage of pay-out, display or placement of any gaming device or equipment; and
- (h) Budgeting, allocating, or conditioning payments of Grantor's operating expenses;

provided, however, that upon the occurrence of a Default or Event of Default, Secured Party will not be in violation of the foregoing restriction solely because Secured Party: (1) enforces compliance with any term in any Loan Document that does not require Grantor's gaming operation to be subject to any third-party decision-making as to any Management Activities; (2) requires that all or any portion of the revenues securing the Obligations be applied to satisfy valid terms of the Loan Documents; or (3) otherwise forecloses on all or any portion of the property securing the Obligations.

31. No Management of Gaming Operations. NOTWITHSTANDING ANY OTHER POSSIBLE CONSTRUCTION OF ANY PROVISION(S) CONTAINED IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT, THE PARTIES AGREE THAT WITHIN THE MEANING OF IGRA: (A) THE LOAN DOCUMENTS, INDIVIDUALLY AND COLLECTIVELY, DO NOT AND SHALL NOT PROVIDE FOR THE MANAGEMENT OF ALL OR ANY PART OF THE GAMING ENTERPRISE BY ANY PERSON OTHER THAN GRANTOR; (B) THE LOAN DOCUMENTS, INDIVIDUALLY AND COLLECTIVELY, DO NOT DEPRIVE GRANTOR OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE GAMING ENTERPRISE; (C) SECURED PARTY WILL NOT EXERCISE ANY REMEDY OR OTHERWISE TAKE ANY ACTION UNDER OR IN CONNECTION WITH ANY LOAN DOCUMENT IN A MANNER THAT WOULD CONSTITUTE MANAGEMENT OF ALL OR ANY PART OF THE GAMING ENTERPRISE; AND (D) SECURED PARTY WILL NOT EXERCISE ANY REMEDY OR OTHERWISE TAKE ANY ACTION UNDER OR IN CONNECTION WITH ANY LOAN DOCUMENT IN A MANNER THAT WOULD DEPRIVE GRANTOR OF THE SOLE PROPRIETARY INTEREST AND RESPONSIBILITY FOR THE CONDUCT OF THE GAMING ENTERPRISE.

32. Section 81 Compliance. Notwithstanding any right of Secured Party in any Loan Document, or any requirements or restrictions imposed on Grantor in any Loan Document, any

right, requirement or restriction that "encumbers Indian land" within the meaning of 25 U.S.C. § 81, shall not be effective for longer than six years, 364 days.

*[SIGNATURE PAGE FOLLOWS]*



SCHEDULE 1

Existing and Pending Trademarks

Grantor	Jurisdiction	Trademark	Registration Number / (Serial Number)	Registration Date / (Filing Date)
Coeur d'Alene Tribe	United States	Coeur d'Alene Casino	3224339	October 20, 2005
Coeur d'Alene Tribe	United States	Circling Raven Golf Club	3150880	October 14, 2005

SCHEDULE 2

Existing and Pending Patents

None.

SCHEDULE 3

Pledged Debt

None.



SCHEDULE 4

Existing and Pending Copyrights

None.

SCHEDULE 5

Commercial Tort Claims

None.

SCHEDULE 6

Licenses and Other Intellectual Property

None.

SCHEDULE 7

Letters of Credit

None.

SCHEDULE 8

Deposit Accounts and Securities Accounts

**REDACTED**

SMRH:407684640.3

**RECORDED: 03/28/2013**

**TRADEMARK  
REEL: 004994 FRAME: 0270**