

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320741

| | | | |
|-----------------------------------|---|---------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Seneca Gaming Corporation | | 10/21/2014 | a tribally chartered corporation of the Seneca nation of Indians, a federally-recognized American Indian tribe: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Keybank National Association, as Collateral Agent | | |
| Street Address: | 100 S. Main Street | | |
| City: | Ann Arbor | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48104 | | |
| Entity Type: | national association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 36 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3141025 | BEAR'S DEN | |
| Registration Number: | 3406403 | BLUES | |
| Serial Number: | 86184758 | BLUES BURGER BAR | |
| Registration Number: | 4565154 | BUFFALO SAVORS GRILL | |
| Registration Number: | 4487324 | IPLAYSENECA.COM | |
| Registration Number: | 3436818 | PATRIA | |
| Registration Number: | 3436819 | PATRIA FINE ITALIAN CUISINE | |
| Registration Number: | 4161438 | SENECA | |
| Registration Number: | 3296030 | SENECA ALLEGANY CASINO | |
| Registration Number: | 3451220 | SENECA ALLEGANY CASINO & HOTEL | |
| Registration Number: | 3457952 | SENECA ALLEGANY CASINO & HOTEL | |
| Registration Number: | 4197248 | SENECA ALLEGANY CASINO & HOTEL | |
| Serial Number: | 86342960 | SENECA ALLEGANY RESORT & CASINO | |
| Serial Number: | 86343039 | SENECA ALLEGANY RESORT & CASINO | |
| Registration Number: | 4124799 | SENECA BUFFALO CREEK CASINO | |
| Registration Number: | 3596671 | SENECA BUFFALO CREEK CASINO | |
| Serial Number: | 86343256 | SENECA BUFFALO CREEK CASINO | |
| TRADEMARK | | | |

OP \$915.00 3141025

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------|
| Registration Number: | 4306841 | SENECA CASINOS |
| Registration Number: | 3230353 | SENECA CHAIRMANS CLUB |
| Registration Number: | 3552191 | SENECA GAMING CORPORATION |
| Registration Number: | 3137740 | SENECA LINK |
| Registration Number: | 3457950 | SENECA NIAGARA CASINO & HOTEL |
| Registration Number: | 3457951 | SENECA NIAGARA CASINO & HOTEL |
| Registration Number: | 4121950 | SENECA NIAGARA CASINO & HOTEL |
| Serial Number: | 86342707 | SENECA NIAGARA RESORT & CASINO |
| Serial Number: | 86342748 | SENECA NIAGARA RESORT & CASINO |
| Registration Number: | 3230352 | SENECA PLAYERS CLUB |
| Serial Number: | 86342679 | SENECA RESORTS & CASINOS |
| Registration Number: | 3235119 | SENECA SELECT CLUB |
| Registration Number: | 3609141 | THE SENECA CAFÉ |
| Registration Number: | 3609173 | THE GREAT EXCHANGE |
| Registration Number: | 3081363 | THE WESTERN DOOR |
| Registration Number: | 3019501 | THE WESTERN DOOR A SENECA STEAKHOUSE |
| Registration Number: | 3131797 | THUNDER MOUNTAIN BUFFET |
| Registration Number: | 3141024 | TURTLE ISLAND |
| Registration Number: | 3819813 | SENECA GAMING CORPORATION |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive, Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 042541-0015 |
| NAME OF SUBMITTER: | Rhonda DeLeon |
| SIGNATURE: | /Rhonda DeLeon/ |
| DATE SIGNED: | 10/21/2014 |

Total Attachments: 19

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TRADEMARK

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**INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 21, 2014 (as amended, supplemented or otherwise modified from time to time, the “Intellectual Property Security Agreement”), is made by EACH OF THE SIGNATORIES HERETO (collectively, the “Grantors”) in favor of KEYBANK NATIONAL ASSOCIATION, as Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement referred to below) (in such capacity, the “Collateral Agent”).

WHEREAS, the Grantors have executed and delivered that certain Security Agreement, dated as of the date hereof, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, supplemented, or otherwise modified from time to time, the “Security Agreement”). All capitalized terms used herein without definition shall have the meaning given in the Security Agreement and, if not defined therein, shall have the meaning given in the Credit Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain Collateral, including, without limitation, certain Intellectual Property of the Grantors, to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition precedent to the extensions of credit under the Credit Agreement to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. GRANT OF SECURITY. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s rights, priorities and privileges with respect to intellectual property, whether arising under United States, Nation, multinational or foreign laws or otherwise, including, without limitation all of such Grantor’s right, title and interest in and to the following (the “Intellectual Property Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations:

1.1 Trademarks. All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (a) the registrations and applications referred to in Schedule 1 hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including, without limitation, licenses,

royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trademarks”);

1.2 Trademark Licenses. Any and all agreements providing for the granting of any right in or to Trademarks (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.3 Patents. All United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (a) each patent and patent application referred to in Schedule 1 hereto; (b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof; (c) all rights corresponding thereto throughout the world; (d) all inventions and improvements described therein; (e) all rights to sue for past, present and future infringements thereof; (f) all licenses, claims, damages, and proceeds of suit arising therefrom; and (g) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Patents”);

1.4 Patent Licenses. Any and all agreements providing for the granting of any right in or to Patents (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.5 Copyrights. All United States, and foreign copyrights (including community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Schedule 1 hereto; (ii) all extensions and renewals thereof; (iii) all rights corresponding thereto throughout the world; (iv) all rights to sue for past, present and future infringements thereof; and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Copyrights”);

1.6 Copyright Licenses. Any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto;

1.7 Trade Secrets. All trade secrets and all other confidential or proprietary information and know-how whether or not such Trade Secret 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, including but not limited to: (a) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (b) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (collectively, the “Trade Secrets”);

1.8 Trade Secret Licenses. Any and all agreements providing for the granting of any right in or to Trade Secrets (whether any Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule 1 hereto; and

1.9 Proceeds. Any and all proceeds of any Trademarks, Trademark Licenses, Patents, Patent Licenses, Copyrights, Copyright Licenses, Trade Secrets, Trade Secret Licenses, and any and all proceeds of the foregoing described in this Section 1.

Notwithstanding the foregoing, the Intellectual Property Collateral shall not include any Excluded Collateral.

SECTION 2. RECORDATION. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. CONFLICT PROVISION. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The rights and remedies of each party hereto 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 Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. GOVERNING LAW. THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTORS, THE COLLATERAL AGENT AND THE SECURED PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK).

SECTION 6. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7. INDIAN LAW PROVISIONS

7.1 Limited Waiver of Sovereign Immunity

(a) *Retention of Sovereign Immunity.* By executing this Intellectual Property Security Agreement, the Grantors do not waive, limit or modify their sovereign immunity from unconsented suit or judicial litigation, except as provided for below in this Section 7.

(b) *Grant of Waiver; Consent to Suit and Arbitration.* Subject to the limitations contained in this Section 7, each Grantor hereby expressly and irrevocably grants to the Collateral Agent and the Secured Parties, together with their permitted successors and assigns, and to those persons covered by the indemnification provisions of the Credit Agreement, their heirs, permitted successors and assigns (each, a “Claimant”), an irrevocable limited waiver of such Grantor’s sovereign immunity from unconsented suit or other legal proceedings of any nature (including arbitration and interim and provisional proceedings) with respect to any action, suit, proceeding or counterclaim, whether based on contract, tort or otherwise, including any action commenced under the Indian Civil Rights Act (25 U.S.C. §1301 et. Seq.), concerning any claim, dispute, or controversy (each, a “Claim”) arising out of or related to this Intellectual Property Security Agreement, the Loan Documents or the transactions contemplated hereby, whether arising in law or in equity (the foregoing waiver being referred to as the “Limited Waiver”), and expressly and irrevocably consent to suit and arbitration with respect to any such Claim.

(c) *Procedural Requirements.* The Limited Waiver is effective as to a Claim if, and only if, each and every one of the following conditions is met:

(i) the Claim is made by a Claimant and not by any other person whatsoever;

(ii) the Claim alleges a breach by any Grantor of one or more of the specific obligations or duties expressly set forth under the terms of this Intellectual Property Security Agreement or any other Loan Document or a specific right otherwise available to the Claimant at law or in equity arising out of or relating to this Intellectual Property Security Agreement;

(iii) the Claim seeks (a) payment of a specified sum, some specific action, or discontinuance of some action, by any Grantor to bring such Grantor into full compliance with its duties and obligations expressly set forth under this Intellectual Property Security Agreement or to permit relief under other principles of law or equity; or (b) money damages for noncompliance with the terms and provisions of this Intellectual Property Security Agreement or for any other reason related to or arising hereunder, provided, however, that the property, assets or funds specifically pledged and assigned and subject to levy, execution or judicial

process to satisfy any judgment against any Grantor pursuant to the Limited Waiver shall include, to the extent lawful under federal law, but be limited to, the personal property of the Grantors;

(iv) exclusive of any Claim for provisional or interim relief, the Claim shall have been made in writing to such Grantor, stating the specific relief sought, and such Grantor shall have seven (7) calendar days to provide such relief before judicial proceedings may be instituted, provided, however, that this cure period may be extended for non-monetary matters for an additional 14 calendar days so long as such Grantor is making good faith efforts to cure the alleged breach or non-performance; and

(v) with respect to any Claim authorized herein, initial suit, as authorized herein, shall be commenced within the later of three (3) years after the claim accrues or is discovered upon the exercise of due diligence, or such claim shall be forever barred. The Limited Waiver granted herein shall commence on the date of this Intellectual Property Security Agreement and shall continue for three (3) years following the date of the termination of this Intellectual Property Security Agreement, except that the waiver shall remain effective for any proceedings then pending, and all appeals therefrom.

(d) *Recipient of Waiver.* The recipients of the benefit of this irrevocable waiver of sovereign immunity are limited to Claimants.

(e) *Governing Law.* Any dispute under this Agreement shall be governed by the laws described in Section 5.

(f) *Consent to Jurisdiction.* Subject to the terms of the Limited Waiver, each Grantor expressly and irrevocably waives its sovereign immunity from a judgment or order consistent with the terms and provisions of the Limited Waiver, and consents to the jurisdiction of, to be sued in and to accept and be bound by any order or judgment of any of the United States District Courts for New York or the New York State Supreme Court, any federal or state court having appellate jurisdiction thereover (collectively, "New York Forums"), and, to the extent consistent with this Intellectual Property Security Agreement, each Nation Forum defined below, all to the extent consistent with the terms and provisions of the Limited Waiver. Subject to the terms of the Limited Waiver, each Grantor waives its sovereign immunity as to an action by any Claimant in any of the New York Forums, and, to the extent consistent with this Intellectual Property Security Agreement, each Nation Forum, seeking injunctive and/or declaratory relief against any Grantor based upon an attempt by any Grantor to revoke or limit in whole or in part the Limited Waiver, and as to enforcement in said New York Forums or Nation Forums of any such final judgment against any Grantor.

(g) *Additional Waivers.* Subject to the terms of the Limited Waiver, each Grantor hereby expressly and irrevocably waives:

(i) its rights to have any Claim heard in any forum other than New York Forums, whether or not such forum now exists or is hereafter created including, without limitation, any court or other tribunal, form, council, or adjudicative body of the Nation (each, a “Nation Forum”);

(ii) any claim or right which it may possess to the exercise of jurisdiction by any Nation Forum, including, without limitation, any determination that any Nation Forum has jurisdiction over any such dispute, controversy, suit, action or proceeding or jurisdiction to determine the scope of such Nation Forum’s jurisdiction;

(iii) any claim or right to assert that a requirement may exist for exhaustion of any remedies available in any Nation Forum prior to the commencement of any dispute, controversy, suit, action or proceeding in any state or federal court even if any such Nation Forum would have concurrent jurisdiction over any such dispute, controversy, suit, action or proceeding but for the Limited Waiver;

(iv) its sovereign immunity as to the action of the Collateral Agent or any Secured Party in any of the New York Forums or, to the extent consistent with this Intellectual Property Security Agreement, seeking injunctive and/or declaratory relief against any Grantor based upon an attempt by it to revoke or limit in whole or in part the Limited Waiver; and

(v) its sovereign immunity from a judgment or order (including any appellate judgment or other order) and post-judgment proceedings supplemental thereto consistent with the terms and provisions of the Limited Waiver, which is final because either the time for appeal thereof has expired or the judgment or order is issued by the court having final jurisdiction over the matter.

(h) *No Revocation of Sovereign Immunity Waiver.* Each Grantor agrees not to revoke or limit, in whole or in part, the Limited Waiver contained in this Intellectual Property Security Agreement, and forever releases and waives its rights to so revoke or limit the Limited Waiver. In the event of any attempted limitation or revocation in whole or in part of the Limited Waiver, any Claimant may immediately seek judicial injunctive relief as provided in this Intellectual Property Security Agreement in any New York Forum, or, to the extent consistent with this Intellectual Property Security Agreement, any Nation Forum, and each Grantor expressly consents to the jurisdiction of, and agrees to be bound by any order or judgment of such forums.

7.2 Dispute Resolution.

(a) *Arbitration.* If, and only if, a dispute arises between the parties over a Claim subject to the Limited Waiver (the “Dispute”), and neither the United States

District Courts for New York nor the New York State Supreme Court can or is willing to hear the Dispute, then any party may request binding arbitration of the Dispute in accordance with the procedures set forth herein. To initiate binding arbitration of a Dispute, a party shall notify the other parties in writing. The Dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. One arbitrator shall preside and shall be selected by the American Arbitration Association.

(b) *Restraining Order/Preliminary Injunction.* Any party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the dispute resolution proceedings.

(c) *Confidentiality.* None of the parties nor the arbitrator may disclose the existence or results of any arbitration hereunder, which shall be considered confidential to the parties, except:

(i) with the express prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed;

(ii) as required by applicable law, the rules of any relevant stock exchange or requirement of any lender, by order or decree of a court or other governmental authority having jurisdiction over such party, or in connection with such party's enforcement of any rights it may have at law or in equity;

(iii) on a "need to know" basis to persons within or outside such party's organization, such as attorneys, accountants, bankers, financial advisors and other consultants; or

(iv) after such information has become publicly available without breach of this Intellectual Property Security Agreement.

(d) *Fees and Costs.* In the event of arbitration, the prevailing party shall be entitled to all of its costs, including reasonable attorneys' fees and costs and expenses, from the nonprevailing party.

(e) *Location of Arbitration.* The arbitration shall take place in New York, New York or such other place as the parties may jointly agree. The arbitrator shall render an award within forty-five (45) days from the conclusion of the arbitration.

(f) *Enforcement of Arbitration Decisions.* The decision of the arbitrator will be final and binding and enforced with the same force and effect as a decree of a court having competent jurisdiction. For this purpose, should the losing party in any arbitration proceeding pursuant to this Limited Waiver and agreement refuse to abide by the decision of the arbitrator, the prevailing party may apply to any of the United States District Courts for New York, the New York State Supreme Court or a

Nation Forum having jurisdiction to compel enforcement of the arbitrator's award resulting from binding arbitration and each party hereto consents to the jurisdiction of each such court for this purpose. Subject to the terms of the Limited Waiver, each Grantor hereby expressly and irrevocably waives its sovereign immunity with respect to the entry of judgment on, and enforcement of, such award by such forums.

7.3 Service of Process.

(a) *Designation of Service Recipients.* In any legal action or proceeding as to which any Grantor has waived its sovereign immunity as provided herein, each Grantor consents and agrees that process against such person shall be effective if served:

(i) On the Chairman of any Grantor; and

(ii) By sending two copies of the process by registered or certified mail to the General Counsel of any Grantor (if any) at the address set forth on Schedule 11.02 of the Credit Agreement.

(b) *Appointment Irrevocable.* Each Grantor irrevocably appoints each of the persons in the foregoing clauses and their respective successors in said offices from time to time, as agent for service of process made in accordance herewith.

7.4 Management Activities. Notwithstanding any provision in any Loan Document, neither the Collateral Agent, any Secured Party, nor any Person acting on their behalf shall engage in any of the following: managing planning, organizing, directing, coordinating, or controlling all or any portion of any 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 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; or

(h) budgeting, allocating, or conditioning payments of any Grantor's operating expenses;

provided, however, that the Collateral Agent or any Secured Party will not be in violation of the foregoing restriction solely because such party:

(i) enforces compliance with any term in any Loan Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; or

(ii) requires that all or any portion of the revenues securing the obligations be applied to satisfy the valid terms of the Loan Documents; or

(iii) otherwise forecloses on all or any portion of the property securing the Loans.

7.5 Section 81 Compliance. Notwithstanding any right of the Collateral Agent or any Lender in any Loan Document, or any requirements or restrictions imposed on any 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 PAGES FOLLOW]

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

SENECA GAMING CORPORATION

By: Catherine A. Walker
Name: Catherine Walker
Title: President and CEO

Address: 310 Fourth Street
Niagara Falls, New York 14303
Phone: 716-299-1100
Fax: 716-299-1200
Attention: Legal Department

SENECA NIAGARA FALLS GAMING CORPORATION

By: Catherine A. Walker
Name: Catherine Walker
Title: President and CEO

Address: 310 Fourth Street
Niagara Falls, New York 14303
Phone: 716-299-1100
Fax: 716-299-1200
Attention: Legal Department

SENECA ERIE GAMING CORPORATION

By: Catherine A. Walker
Name: Catherine Walker
Title: President and CEO

Address: 777 Seneca Allegany Boulevard
Salamanca, New York 14779
Phone: 716-299-1100
Fax: 716-299-1200
Attention: Legal Department

SENECA TERRITORY GAMING CORPORATION

By: Catherine A. Walker
Name: Catherine Walker
Title: President and CEO

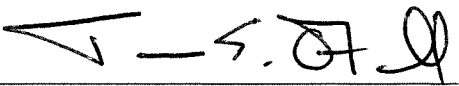
Address: 1 Fulton Street
Buffalo, New York 14204
Phone: 716-299-1100
Fax: 716-299-1200
Attention: Legal Department

LEWISTON GOLF COURSE CORPORATION

By: Catherine A. Walker
Name: Catherine Walker
Title: President and CEO

Address: 310 Fourth Street
Niagara Falls, New York 14303
Phone: 716-299-1100
Fax: 716-299-1200
Attention: Legal Department

**KEYBANK NATIONAL
ASSOCIATION,**
as the Collateral Agent

By: 

Name: Terence E. O'Farrell

Title: Senior Vice President

**SCHEDULE 1
TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

1.1 Trademark Registrations and Applications

| | Serial No. | Classes | Date of Filing | Registration No. | Date of Registration |
|-------------------------------------|-------------------|---|-----------------------|-------------------------|-----------------------------|
| <i>Federal Trademarks</i> | | | | | |
| Bear's Den | 76-647,288 | 41 (Presentation of live show performances, live entertainment theatre services) | 9/22/2005 | 3,141,025 | 9/12/2006 |
| Blues; design | 77-204.-24 | 43 (Restaurant and Bar Services) | 6/12/2007 | 3,406,403 | 4/1/2008 |
| Blues Burger Bar; design | 86-184,758 | 43 (Restaurant and Bar Services) | 2/5/2014 | | |
| Buffalo Savors Bar & Grill | 85-878,414 | 43 (Restaurant and Bar Services) | 3/18/2013 | 4,565,154 | 7/8/2014 |
| IBETSENECA.COM | 85-854.046 | Entertainment services, namely providing gaming activities via the internet | 2/19/2013 | | |
| iPlaySeneca.com | 85-837.564 | 41 (Entertainment services, namely, providing free play gaming activities via the internet allowing on-line users to experience activities available at establishments operated by the Seneca Gaming Corporation, a corporation organized under the laws of the Seneca Nation of Indians, while wagering with fun play money. | 1/31/2013 | 4,487,324 | 2/25/2014 |
| Patria | 77-038,332 | 43 (Italian Restaurants located in gaming establishments) | 11/7/2006 | 3,436,818 | 5/27/2008 |
| Patria Fine Italian Cuisine; design | 77-038,333 | 43 (Italian Restaurants located in gaming establishments) | 11/7/2006 | 3,436,819 | 5/27/2009 |

| | Serial No. | Classes | Date of Filing | Registration No. | Date of Registration |
|--|-------------------|--|-----------------------|-------------------------|-----------------------------|
| Seneca; wing design | 85-514,869 | retail store services featuring sporting goods, golf equipment and golf apparel ; 41 (entertainment in nature of golf tournaments, golf courses, golf driving range services, golf instruction, etc. 43 (bar & restaurant) | 1/12/2012 | 4,161,438 | 6/19/2012 |
| Seneca Allegany Casino & Hotel; design | 76-647,520 | 35 (Retail Gift Shops), 41 (Casino Services; and entertainment services, namely, organizing and arranging live music performances), 43 (snack bar and restaurant and bar services) | 9/26/2005 | 3,296,030 | 9/25/2007 |
| Seneca Allegany Casino & Hotel; design | 78-881,172 | 35 (Retail Gift Shops); 41 (Casino Services), 43 (Resort Hotel, Restaurant, and Bar Services) | 5/11/2006 | 3,451,220 | 6/17/2008 |
| Seneca Allegany Casino & Hotel; design | 77-377,077 | 43 (Resort Hotel) 44 (Health Spa Services, namely cosmetic body care services and massages; health spa services for health and wellness of the body and spirit offered at a gaming resort; beauty salon services) | 1/22/2008 | 3,457,952 | 7/1/2008 |
| Seneca Allegany Casino & Hotel | 85-441,601 | 43 (Resort Hotel) 44 (Health Spa Services, namely cosmetic body care services and massages; health spa services for health and wellness of the body and spirit offered at a gaming resort; beauty salon services) | 10/7/2011 | 4,197,248 | 8/28/2012 |
| Seneca Allegany Resort & Casino | 86-342,960 | 035 (retail gift shops); 041 (casino services; entertainment); 043 (Resort hotel services; restaurant & bar services); 044 (health spa services; beauty salon services) | 7/21/2014 | | |

| | Serial No. | Classes | Date of Filing | Registration No. | Date of Registration |
|---|------------|--|----------------|------------------|----------------------|
| Seneca Allegany Resort & Casino; design | 86-343,039 | 035 (retail gift shops); 041 (casino services; entertainment); 043 (Resort hotel services; restaurant & bar services); 044 (health spa services; beauty salon services) | 7/21/2014 | | |
| Seneca Buffalo Creek Casino & Design | 85-363,058 | | 4/10/2012 | 4,124,799 | 4/10/2012 |
| Seneca Buffalo Creek Casino | 78-875,181 | 41 (Casino Services) | 5/3/2006 | 3,596,671 | 3/24/2009 |
| Seneca Buffalo Creek Casino; design | 86-343,256 | 041 (Casino Services); 043 (Bar & restaurant services) | 7/21/2014 | | |
| Seneca Casinos | 85-702,853 | Health spa services, namely, cosmetic body care services and massages; health spa services for health and wellness of the body and spirit offered at a gaming resort; beauty salon services . Entertainment, namely, live music concerts; entertainment services in the nature of live comedy shows; casino services; entertainment, namely, live theater performances, presentation of live show performances | 8/14/2012 | 4,306,841 | 3/19/2013 |
| Seneca Chairmans Club | 76-647,521 | 41 (Casino Services featuring a casino rewards program for frequent customers) | 9/26/2007 | 3,230,353 | 4/17/2007 |
| Seneca Gaming Corporation; design | 78-980,721 | 35 (business consulting services; business management services; operation of business for others, namely, casino and theatre facilities, resort hotel, restaurant and convention facilities) 41 (providing casino and theatre facilities) | 2/27/2006 | 3,552,191 | 12/23/2008 |
| Seneca Link; design | 76-647,286 | 41 (casino services featuring a casino rewards program for frequent customers of multiple gaming establishments) | 9/22/2005 | 3,137,740 | 9/5/2006 |

| | Serial No. | Classes | Date of Filing | Registration No. | Date of Registration |
|--|------------|--|----------------|------------------|----------------------|
| Seneca Niagara Casino & Hotel | 77-377,068 | 35 (retail gift shops), 41 (Casino services; entertainment services, namely, organizing and arranging live shows, music and theatrical performances), 43 (resort hotel, restaurant and bar services), 44 (health spa services, namely....) | 1/22/2008 | 3,457,950 | 7/1/2008 |
| Seneca Niagara Casino & Hotel; design | 77-377,074 | 35 (retail gift shops), 41 (casino services; entertainment services, namely, organizing and arranging live shows, music and theatrical performances), 43 (resort hotel; restaurant and bar services), 44 (health spa services, namely....) | 1/22/2008 | 3,457,951 | 7/1/2008 |
| Seneca Niagara Casino & Hotel; design | 85-441,716 | 41 (casino services; entertainment services, namely, organizing and arranging live shows, music and theatrical performances), 43 (resort hotel; restaurant and bar services), 44 (health spa services, namely....) | 10/7/2011 | 4,121,950 | 4/3/2012 |
| Seneca Niagara Resort & Casino | 86-342,707 | 035 (retail gift shops); 041 (casino services; entertainment); 043 (Resort hotel services; restaurant & bar services); 044 (health spa services; beauty salon services) | 7/21/2014 | | |
| Seneca Niagara Resort & Casino; design | 86-342,748 | 035 (retail gift shops); 041 (casino services; entertainment); 043 (Resort hotel services; restaurant & bar services); 044 (health spa services; beauty salon services) | 7/21/2014 | | |
| Seneca Players Club | 76-647,519 | 41 (casino services featuring a casino rewards program for frequent customers) | 9/26/2005 | 3,230,352 | 4/17/2007 |

| | Serial No. | Classes | Date of Filing | Registration No. | Date of Registration |
|---|-------------------|--|-----------------------|-------------------------|-----------------------------|
| Seneca Resorts & Casinos | 86-342,679 | 041 (entertainment, namely live music concerts, live comedy shows; casino services; live theater performances, presentation of live show performances) | 7/21/2014 | | |
| Seneca Select Club | 78-680,908 | 41 (casino services, namely a customer loyalty membership program) | 7/28/2005 | 3,235,119 | 4/24/2007 |
| The Seneca Café; design | 77-009,923 | 43 (restaurant , bar and café services) | 9/28/2006 | 3,609,141 | 4/21/2009 |
| The Great Exchange | 77-037,242 | 41 (casino services) | 11/6/2006 | 3,609,173 | 4/21/2009 |
| The Western Door | 76-622,725 | 43 (Restaurant and Bar Services) | 12/1/2004 | 3,081,363 | 4/18/2006 |
| The Western Door, A Seneca Steakhouse; design | 76-622,726 | 43 (Restaurant and Bar services) | 12/1/2004 | 3,019,501 | 11/29/2005 |
| Thunder Mountain Buffet; design | 76-647,518 | 43 (restaurant services, namely restaurants located in gaming establishments) | 9/26/2005 | 3,131,797 | 8/22/2006 |
| Turtle Island | 76-647,285 | 41 (Casino services, namely casino services provided in smoke-free environment) | 9/22/2005 | 3,141,024 | 9/12/2006 |
| Wings design | 78-824,474 | 25 (clothing, namely T-shirts and headwear) | 2/27/2006 | 3,819,813 | 7/13/2010 |
| | | | | | |
| | | | | | |
| NEW YORK TRADEMARKS | | | | | |
| BC Café | | Restaurant and bar services | 9/23/2013 | S-22683 | 9/25/2013 |
| Excitement Worth Sharing | | Entertainment (live music concerts; live comedy shows); casino services; restaurant services; resort hotel services; health spa services (cosmetic body care services and massages; health spa services for health and wellness of the body and spirit offered at a gaming resort) | | S-22297 | 8/20/2012 |
| Java Café; design | | restaurant services | | S-19409 | 9/23/2005 |

| | Serial No. | Classes | Date of Filing | Registration No. | Date of Registration |
|----------------------------------|------------|---|----------------|------------------|----------------------|
| Hickory Stick Golf Course | | golf course | | S-21600 | 11/1/2010 |
| Seneca Hickory Stick Golf Course | | golf course | | S-21601 | 11/1/2010 |
| STIR | | bar services | 2/25/2014 | S-22845 | 2/28/2014 |
| Stixx Sports Bar | | Restaurant and bar services | 9/23/2013 | S-22682 | 9/25/2013 |
| The Mezz 18+; design | | Entertainment services (live music concerts, show performances, theater performances, and comedy shows; casino services | | S-22823 | 1/27/2014 |
| Three Sisters; design | | Restaurant and bar services | | S-22452 | 3/26/2013 |
| CANADIAN TRADEMARKS | | | | | |
| Excitement Worth Sharing | 1,580,581 | 41 (entertainment, namely live music concerts; live comedy shows; casino services);43 (restaurant & resort hotel services);44 (health spa services) | 5/29/2012 | | |
| IPLAYSENECA.COM | 1,612,887 | 41 (Entertainment services, namely, providing free play gaming activities via the internet | 1/31/2013 | | |
| Seneca Allegany Casino & Hotel | 1,549,895 | Services: (1) Retail gift shops; casino services; resort hotel, restaurant, and bar services. (2) Entertainment, namely, live music concerts; health spa services, namely, cosmetic body care services and massages; health spa services for health and wellness of the body and spirit offered at a gaming resort; beauty salon services | 10/21/2011 | TMA858,119 | 8/20/2013 |

| | Serial No. | Classes | Date of Filing | Registration No. | Date of Registration |
|---|------------|---|----------------|------------------|----------------------|
| Seneca Allegany Casino & Hotel & design | 1,549,900 | Services: (1) Retail gift shops; casino services; resort hotel, restaurant, and bar services. (2) Entertainment, namely, live music concerts; health spa services, namely, cosmetic body care services and massages; health spa services for health and wellness of the body and spirit offered at a gaming resort; beauty salon services | 10/21/2011 | TMA849,429 | 4/25/2013 |
| Seneca Buffalo Creek Casino | 1,549,897 | Casino services | 10/21/2011 | TMA849,423 | 4/25/2013 |
| Seneca Buffalo Creek Casino & design | 1,549,896 | Casino services; snack bar services | 10/21/2011 | TMA849,422 | 4/25/2013 |
| Seneca Niagara Casino & Hotel | 1,549,899 | Services: (1) Retail gift shops. (2) Casino services; entertainment services, namely, organizing and arranging live shows, music and theatrical performances. (3) Resort hotel; restaurant and bar services. (4) Health spa services, namely, cosmetic body care services and massages; health spa services for health and wellness of the body and spirit offered at a gaming resort; and beauty salon services. | 10/21/2011 | | |

| | Serial No. | Classes | Date of Filing | Registration No. | Date of Registration |
|--|------------|--|----------------|------------------|----------------------|
| Seneca Niagara Casino & Hotel & design | 1,549,898 | Services: (1) Retail gift shops. (2) Casino services; entertainment, namely, live music concerts; entertainment, namely, live theater performances; presentation of live show performances. (3) Resort hotel services; restaurant and bar services. (3) Health spa services, namely, cosmetic body care services and massages; health spa services for health and wellness of the body and spirit offered at a gaming resort; and beauty salon services. | 10/21/2011 | | |
| Seneca Casinos | 1,611,508 | Health spa services, namely, cosmetic body care services and massags; health spa services for health and wellness of the body and spirit offered at a gaming resort; beauty salon services . Entertainment, namely, live music concernts; entertainment services in the nature of live comedy shows; casino services; entertnament, namely, live theater performances, presentation of live show performances | 1/23/2013 | | |

1.2 Trademark Licenses – none

1.3(a) Patents and Patent Applications – none

1.4 Patent Licenses – none

1.5 Copyright Registrations and Applications – none

1.6 Copyright Licenses – none

1.8 Trade Secret Licenses - none