

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fort McDowell Yavapai Nation		05/19/2023	Federally-Recognized Indian Tribe:
RECEIVING PARTY DATA			
Name:	KeyBank National Association, as Collateral Agent		
Street Address:	4910 Tiedeman Road		
Internal Address:	Mail Code OH-01-51-LFIQ		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6603261	WE-KO-PA	
Registration Number:	6240746	WE-KO-PA CASINO RESORT	
Registration Number:	6234697	WE-KO-PA CASINO RESORT	
Registration Number:	6234696	WE-KO-PA CASINO RESORT	
Registration Number:	6137838	WE-KO-PA GOLF CLUB	
Registration Number:	5835159	WE-KO-PA	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<i>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.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP		
Address Line 1:	333 S. HOPE ST., 43RD FLOOR		
Address Line 2:	ATTN: J. CRAVITZ		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	0WWA-370009		
NAME OF SUBMITTER:	Julie Cravitz		

CH \$165.00 6603261

SIGNATURE:	/julie cravitz/
DATE SIGNED:	07/11/2023
Total Attachments: 13 source=Fort McDowell Yavapai Nation - IPSA#page1.tif source=Fort McDowell Yavapai Nation - IPSA#page2.tif source=Fort McDowell Yavapai Nation - IPSA#page3.tif source=Fort McDowell Yavapai Nation - IPSA#page4.tif source=Fort McDowell Yavapai Nation - IPSA#page5.tif source=Fort McDowell Yavapai Nation - IPSA#page6.tif source=Fort McDowell Yavapai Nation - IPSA#page7.tif source=Fort McDowell Yavapai Nation - IPSA#page8.tif source=Fort McDowell Yavapai Nation - IPSA#page9.tif source=Fort McDowell Yavapai Nation - IPSA#page10.tif source=Fort McDowell Yavapai Nation - IPSA#page11.tif source=Fort McDowell Yavapai Nation - IPSA#page12.tif source=Fort McDowell Yavapai Nation - IPSA#page13.tif	

**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 19, 2023 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, this “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 Credit Agreement referred to below) (in such capacity, the “Collateral Agent”).

WHEREAS, the Fort McDowell Yavapai Nation (the “Borrower” or “Nation”), a federally recognized Indian tribe, has entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”) among the Nation as borrower, KeyBank National Association as administrative agent (in such capacity, the “Administrative Agent”) and L/C Issuer, the other lenders party thereto (collectively, the “Lenders” and individually, a “Lender”), and KeyBank National Association as sole lead arranger and sole bookrunner;

WHEREAS, the Grantors have executed and delivered that certain Amended and Restated Security Agreement, dated as of the date hereof, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, extended, supplemented or otherwise modified in writing 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; and

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 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 the following intellectual property, but only to the extent constituting Collateral, whether arising under United States, tribal, state, 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, Nation 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 of a Grantor or in which a Grantor has any rights (as a license or otherwise), 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 of a Grantor providing for the granting of any right in or to Trademarks (whether such 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 of a Grantor, 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. All agreements of a Grantor 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) of a Grantor, 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 of a Grantor whether or not such Trade Secrets have 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 of a Grantor 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 Property.

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 Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS. This 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 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 Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 5. INDIAN LAW PROVISIONS

5.1 Management Activities. Notwithstanding any provision in any Credit Document, or any other right to enforce the provisions of any Credit Document, none of the Collateral Agent or the other Secured Parties shall engage in any of the following: planning, organizing, directing, coordinating, or controlling all or any portion of the Gaming Enterprise (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; or
- (h) budgeting, allocating, or conditioning payments of the Borrower's operating expenses;

provided, however, that upon the occurrence of a default under this Agreement or a Default or Event of Default, neither the Collateral Agent nor any other Secured Party will be in violation of the foregoing restriction solely because it: (i) enforces compliance with any term in any Credit Document that does not require the gaming operation to be subject to any third-party decision-making as to any Management Activities; (ii) requires that all or any portion of the revenues securing the Loans be applied to satisfy valid terms of any Credit Document; or (iii) otherwise forecloses on all or any portion of the Collateral securing the Secured Obligations.

Notwithstanding any other possible construction of any provision(s) contained in this Agreement or in any other Credit Document, it is agreed that within the meaning of the IGRA: (a) the Credit Documents, individually and collectively, do not and shall not provide for the management of all or any part of the gaming business by any person other than the Borrower or deprive the Borrower of the sole proprietary interest and responsibility for the conduct of the Gaming Enterprise; and (b) none of the Collateral Agent or the other Secured Parties (or any of their successors, assigns or agents) will exercise any remedy or otherwise take any action under or in connection with any Credit Document in a manner that would constitute management of all or any part of the Gaming Enterprise or that would deprive the Borrower of the sole proprietary interest and responsibility for the conduct of the Gaming Enterprise.

5.2 Section 81 Compliance. For the avoidance of any doubt, it is acknowledged that none of the Credit Documents executed on the Restatement Effective Date is intended to grant or grants a Lien on any real property owned by the Grantors or any agencies or instrumentalities of the Nation, and no interpretation shall be given to any Credit Document which would have the effect of such an encumbrance. Notwithstanding any right of the Collateral Agent or any other Secured Party in this Agreement, or in any Credit Document, or any requirements or restrictions imposed on the Grantors in any Credit 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.

5.3 Governing Law. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA (WITHOUT REGARD TO THE CONFLICTS OF

LAW PROVISIONS OF THE LAWS OF THE STATE OF ARIZONA). PROVIDED HOWEVER, THAT IF THE CREATION, ATTACHMENT OR PERFECTION OF ANY SECURITY INTEREST IN ANY ITEM OF COLLATERAL IS EXCLUDED FROM THE COVERAGE OF THE UNIFORM COMMERCIAL CODE OR THE SECURITY INTEREST IN ANY ITEM OF COLLATERAL CANNOT BE CREATED, ATTACHED OR PERFECTED UNDER THE UNIFORM COMMERCIAL CODE, THEN THE CREATION, ATTACHMENT AND/OR PERFECTION OF THE SECURITY INTERESTS IN SUCH COLLATERAL SHALL BE GOVERNED BY THE SECURED TRANSACTIONS ORDINANCE.

5.4 Waiver of Sovereign Immunity.

(a) Waiver of Sovereign Immunity. The Grantor, in conformity with the Nation's Law and Order Code, Chapter 4, Article VI, Section 4-85, and each other Grantor hereby irrevocably, expressly and unequivocally waives its respective sovereign immunity (and any defense based thereon) from any suit, action, arbitration or other legal proceedings or from any legal process, in each case of any nature whether such action be brought in or arise under law or equity, arising in contract, tort or statute (inclusive of claims and counterclaims, actions for equitable or provisional relief and to compel arbitration, and whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) (an "Action") and, further, waives any sovereign immunity from any judgment or order related thereto, provided that:

(i) the Action is brought by the Collateral Agent, any other Secured Party or any of their respective successors in interest or assigns, or any other person who is expressly entitled to the benefits of this Agreement (including without limitation the indemnitees referred to in Section 10.4 of the Credit Agreement) (collectively the "Grantees");

(ii) the Action (A) arises under this Agreement or any Grantor's obligations hereunder, including, without limitation, any Action to interpret or enforce or otherwise seek or obtain relief with respect to the provisions of this Agreement or otherwise in connection herewith, in connection with the obligations of any Grantor hereunder or in connection with the transactions contemplated hereby, whether such rights arise in law or equity; (B) is to enforce and execute any order, judgment or ruling resulting from such an Action or arbitration award; or (C) is to adjudicate any claim under the Indian Civil Rights Act, 25 U.S.C. § 1301 et seq. or any claim brought by a Grantee arising under the laws of the Borrower;

(iii) the Action may seek all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief; and

(iv) any order, judgment, ruling or other remedies related to an Action shall be enforceable only against the assets described under Section 5.4(b).

(b) Limitation on Recourse. The Secured Obligations of the Grantors are limited recourse obligations of the Grantors, enforceable solely against the Recourse Assets; provided, however, that upon the occurrence and during the continuance of an Event of Default

resulting from or related to any of the Non-Impairment Provisions, the obligations of the Grantors also will be enforceable against all other assets of the Borrower, other than Protected Assets, to the extent permitted in Section 10.15(b) of the Credit Agreement.

5.5 Consents to Jurisdiction; Waivers of Venue; Exhaustion; Service of Process.

(a) Consent to Jurisdiction. Subject to the foregoing limitations on each Grantor's waiver of sovereign immunity, each of the Grantors hereby irrevocably, expressly and unequivocally submits, for itself and its property, to the exclusive jurisdictions of the United States District Court, District of Arizona, and any appellate court to which any appeals therefrom are available (collectively, the "Arizona Federal Courts") and the courts of the State of Arizona sitting in the City of Phoenix, County of Maricopa, and any appellate court to which any appeals therefrom are available (collectively, the "Arizona State Courts" and with the Arizona Federal Courts the "Adjudicatory Courts") or if none of the foregoing courts accepts jurisdiction over an action, then solely at the option of a Grantee or with the written consent of a Grantee, any judicial forum of the Nation now or hereafter existing (the "Tribal Courts") (collectively with the Adjudicatory Courts, the "Consented Courts") and each of the Grantors irrevocably and unconditionally agrees that all claims in respect of any Action shall be heard and determined in such Consented Court as set forth herein and agrees to be bound by the decisions of any such court. Notwithstanding the foregoing, each of the Grantors agrees that any final judgment, arbitration award or order in any such actions or proceedings shall be conclusive and may be enforced by any court of any other jurisdiction, including, without limitation, upon the request of Grantee, the Tribal Courts, and that any government or other Governmental Authorities who have the right and duty under applicable law may take any and all action authorized or ordered by any such court, including without limitation, entering the real property of any Grantor in giving effect to any judgment entered. In addition, with respect to any Intellectual Property Collateral, the Grantors agree that the Collateral Agent or any Secured Party also may enforce its rights and remedies with respect to the Intellectual Property Collateral (whether judicially or non-judicially) in any jurisdiction in which such Intellectual Property Collateral or any Grantor is located.

(b) Waiver of Venue. Each of the Grantors hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any Action arising out of or relating to this Agreement or the transactions contemplated hereunder in any Consented Court. Each of the Grantors irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such Action in any such court.

(c) Tribal Exhaustion/Tribal Court Actions. Each of the Grantors hereby irrevocably, expressly and unequivocally waives, to the fullest extent it may legally and effectively do so, any right such Grantor may otherwise have to require that any Action be considered or heard in any court (other than as set forth in Section 5.5(a)), including without limitation considered or heard first in any Tribal Court, whether because of the doctrine of exhaustion of tribal remedies or as a matter of comity or abstention, and hereby agrees that it will not commence any such action in any Tribal Court or forum of the Nation without the written consent of the other parties to such action.

(d) Service of Process. Each of the Grantors hereby irrevocably consents to service of process in the manner provided for notices in this Agreement, provided that nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by law. In addition to and without limiting the generality of the foregoing, each of the Grantors consents and agrees that, notwithstanding any tribal law to the contrary, process against such Person shall also be effective if served (A) on the chairperson of such Grantor, or (B) by sending two copies of the process by registered or certified mail addressed to the Grantor at the address set forth in this Agreement.

(e) Secured Parties/Indemnitees. The waivers and consents described in Sections 5.4 through 5.7 shall inure to the benefit of the Grantees and each other person who is expressly entitled to the benefits of this Agreement (including without limitation the indemnitees described herein and in the Credit Agreement). The Grantees 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 (other than punitive or consequential damages).

(f) Foreclosure Procedures. Each Grantor expressly agrees that for judgments, decrees, orders, warrants, subpoenas, records or other judicial acts resulting from any Action authorized hereunder, including without limitation a foreclosure judgment, a tribal police officer or tribal law enforcement official or other licensed peace officer acting pursuant to tribal authority (each a "Tribal Officer") is authorized to execute such judgment, decree, order, warrant, subpoena, record or other judicial act. In the case of any such foreclosure order or judgment, after delivery of such order or judgment by a Tribal Officer, such Tribal Officer shall proceed to enter upon any property of any Grantor to remove such personal property or to permit removal by the party in whose favor the order or judgment was issued.

5.6 Waiver of Jury Trial. Each of the Grantors 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 Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each of the Grantors (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 Agreement by, among other things, the mutual waivers and certifications in this Section 5.6.

5.7 Arbitration.

(a) Invocation of Arbitration. In the event that the Adjudicatory Courts or Tribal Courts decline jurisdiction, then, at the option of any Grantor or the Collateral Agent, any controversy or claim between or among the parties to this Agreement, whether arising in contract, tort or statute, including controversies and claims that arise out of or relate to this Agreement (including any renewals, extensions or modifications) shall be resolved by binding arbitration in Phoenix, Arizona. For purposes of this Section 5.7 only, the term "Collateral Agent" shall also include any parent corporation, subsidiary or Affiliate of such Collateral Agent, involved in the servicing, management or administration of the Collateral or

any obligation described or evidenced by this Agreement. The arbitration shall be conducted in accordance with the procedural rules of the Federal Arbitration Act (Title 9, U.S. Code) and the regulations promulgated thereunder, notwithstanding any choice of law provision in this Agreement or any other Credit Document, and under the rules and procedures for the arbitration of financial services disputes of the American Arbitration Association or any successor thereof (“AAA”); provided, however, that the arbitration shall be heard and determined by a panel of three arbitrators. Any party to this Agreement claiming the neglect or refusal of another party to proceed with an arbitration hereunder may make application to any court of competent jurisdiction as set forth in Section 5.5(a) for an order directing the parties to proceed with the arbitration in compliance with this Section 5.7. In the event such an action to compel arbitration is commenced in a court or forum of the Borrower, the court shall order the parties to arbitration in accordance with the provisions of this Section 5.7 and the question of whether an obligation to arbitrate the dispute at issue exists shall be decided by the arbitrator(s).

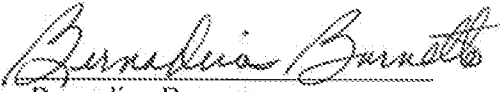
(b) Confirmation and Enforcement of Arbitration Award. At any time within one year after an arbitration award has been rendered and the parties thereto notified thereof, any party to the arbitration may make application to any court of competent jurisdiction as set forth in Section 5.5(a) for an order confirming the award. An arbitration award shall not be subject to review or modification by a court for any reason other than in the circumstances described in 9 U.S.C. §§ 9, 10 and 11. The judgment confirming an award shall have the same force and effect in all respects as, and be subject to all the provisions of law relating to, a judgment in a civil action, and it may be enforced as if it has been rendered in a civil action in a court of competent jurisdiction as set forth in Section 5.5(a). When the award requires the performance of any other act than the payment of money, the court shall direct the enforcement thereof in the manner provided by law.

(c) Provisional Remedies. No provision of this Section 5.7 shall limit the right of any party to (i) exercise its rights of set-off under this Agreement, (ii) initiate judicial or non-judicial foreclosure against any Collateral, (iii) exercise any judicial or power of sale rights, or (iv) act in a court of competent jurisdiction as set forth in Section 5.5(a) to obtain an interim remedy, such as but not limited to, injunctive relief or writ of possession, or additional or supplemental remedies, in each case before, after, or during the pendency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of the Collateral Agent to resort to arbitration.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

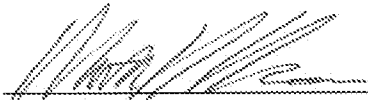
FORT MCDOWELL YAVAPAI NATION

By: 
Name: Bernadine Burnette
Title: President

Signature Page to Intellectual Property Security Agreement
(Fort McDowell Yavapai Nation)

TRADEMARK
REEL: 008129 FRAME: 0392

KEYBANK NATIONAL ASSOCIATION,
as the Collateral Agent

By: 
Name: Matthew D. Dunson
Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement
(Fort McDowell Yavapai Nation)

TRADEMARK
REEL: 008129 FRAME: 0393

**SCHEDULE 1
to Intellectual Property
Security Agreement**

COPYRIGHTS

<u>Grantor</u>	<u>Copyright</u>	<u>Application/ Registration Number</u>	<u>Application/Registration Date</u>
None			

COPYRIGHT LICENSES

None.

PATENTS


<u>Grantor</u>	<u>Patents</u>	<u>Application/ Registration Number</u>	<u>Application/Registr ation Date</u>
Nation	Method of Playing Blackjack	11927531	October 29, 2007
Nation	Method of Playing Blackjack	11927551	October 29, 2007
Nation	Method of Playing Blackjack	11927543	October 29, 2007
Nation	Method of Playing Blackjack	11381315	May 2, 2006
Nation	Method of Playing Blackjack	7108264 (Patent #)	September 19, 2006

PATENT LICENSES

None.

TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Status
WE-KO-PA	90755324	6/4/21	6603261	12/28/21	Class 41 - Providing golf facilities; rental of golf equipment; golf caddie services; golf club services; golf courses; golf driving range services; golf instruction; providing a web site through which golfers reserve tee times at golf courses; providing a web site through which golfers locate information about golf courses and golf tournaments	Registered
WE-KO-PA CASINO RESORT	88546504	7/29/19	6240746	1/5/21	Class 44 – Spa services	Registered
WE-KO-PA CASINO RESORT	88530539	7/23/19	6234697	12/29/20	Class 43 – Hotel, restaurant and bar services	Registered
WE-KO-PA CASINO RESORT	88530503	7/23/19	6234696	12/29/20	Class 41 - Providing entertainment services in the nature of casino gaming; casino services	Registered
WE-KO-PA GOLF CLUB	88596652	8/28/19	6137838	8/25/2020	Class 41 - Providing golf facilities; rental of golf equipment; golf caddie services; golf club services; golf courses; golf driving range services; golf instruction; providing a web site through which golfers reserve tee times at golf courses; providing a web site through which golfers locate information about golf courses and golf tournaments	Registered
WE-KO-PA	87154183	8/29/16	5835159	8/13/19	Class 41 - Providing entertainment services in the nature of casino	Registered

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services	Status
					gaming; casino services	
FORT MCDOWELL	86773269	9/30/15	5051203	9/27/16	Class 41 - Providing entertainment services in the nature of casino gaming; casino services	Registered
WE-KO-PA	86296188	5/30/14	4753211	6/9/15	Class 43 - Resort hotels; resort lodging services; hotel services; restaurant services; bar services; catering services; providing temporary lodging services in the nature of a condominium hotel; provision of conference, exhibition and meeting facilities; provision of information regarding hotel, resort, and temporary accommodations for travel via the Internet	Registered
FM (and Design) 	86773294	9/30/15	5046884	9/20/16	Class 41 - Providing entertainment services in the nature of casino gaming; casino services	Registered

TRADEMARK LICENSES

None.

TRADE SECRET LICENSES

None.