

10-15-1998

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

100859840

10/14/1998

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

OPTIONAL FORM NO. 301

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
 09301997

Name Pensacola Professional Hockey Club, Inc.

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Ohio

Receiving Party

Mark if additional names of receiving parties attached

Name Provident Bank, The, as Agent,

DBA/AKA/TA

Composed of

Address (line 1) One East Fourth Street

Address (line 2) MS216A

Address (line 3) Cincinnati Ohio 45202
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Ohio

10/14/1998 TTON11 000064865

01 FC:481
02 FC:482

40.00 OP
50.00 OP

FOR OFFICE USE ONLY

Refund Ref:
10/14/1998 TTON11 000064865

CHECK Refund Total: \$30.00

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1799 FRAME: 0368

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75121565"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75143950"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75144623"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

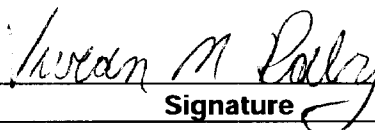
No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Vivian M. Raby

Name of Person Signing



Signature

09301998

Date Signed

SECURITY AGREEMENT FOR TRADEMARKS

THIS SECURITY AGREEMENT FOR TRADEMARKS (the "Agreement"), dated as of September 30, 1997, by and between PENSACOLA PROFESSIONAL HOCKEY CLUB, INC., a Tennessee corporation having its principal place of business at Pensacola Civic Center, 201 East Gregory Street-Rear, Pensacola, Florida 32501 (the "Assignor"), and THE PROVIDENT BANK, an Ohio banking corporation, as agent for the various lenders described in the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the "Assignee");

W I T N E S S E T H :

WHEREAS, Assignor has acquired, adopted and used, and is using, the registered trademarks, and has made application for the registration of certain trademarks, each as listed on Exhibit "A", attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, Assignor will benefit directly and indirectly from the loans to be made in connection with a certain Credit Agreement, dated as of September 30, 1997, as such agreement may be amended, modified or supplemented from time to time (the "Credit Agreement"), among David Berkman and Charles Felix (collectively, as majority shareholders of Assignor, the "Borrowers"), Assignee, as agent on behalf of certain lenders identified therein (the "Lenders"), and the Lenders, and Assignor has thus agreed to grant Agent, on behalf of Lenders, a lien and security interest in all of its property, including, without limitation, the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, transfer, assign and convey, subject to the terms of the Credit Agreement, a security interest to Assignee in all right, title and interest in and to the said Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in the registrations or applications for registration thereof to secure the prompt payment, performance and observance of the Obligations (as defined in the Credit Agreement) of Borrowers, Assignor and Atlanta Professional Hockey Club, Inc. to Assignee. Nothing herein is intended nor shall be construed to make an assignment in gross of the Trademarks or any other transfer of the rights therein other than a security interest for the purpose of collateralizing the Obligations.

Assignor further covenants and warrants to Assignee:

a. that Assignor is the sole and exclusive owner of the Trademarks and all rights comprised in the Trademarks and has the full authority to make this assignment:

b. that the Trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such encumbrances as have been released on or before the date hereof, and are in all aspects free and clear of any encumbrances:

c. that there are currently no adverse claims challenging the validity of the Trademarks which would impair Assignee's rights hereunder; and

d. that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights hereunder.

THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor has executed the Security Agreement for Trademarks as of the 21st day of September, 1998.
30th

ASSIGNOR:

PENSACOLA PROFESSIONAL HOCKEY CLUB, INC.

By: 
Charles Felix, President

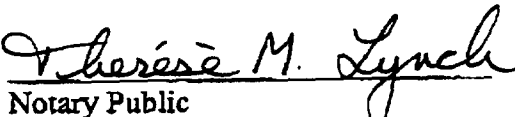
ASSIGNEE:

THE PROVIDENT BANK

By: 
Kevin Ward, Vice President

State of Georgia
County of Rockdale

On this 21st day of September, 1998, personally appeared Mr. Charles Felix, to me known and known to me to be President of Pensacola Professional Hockey Club, Inc., the assignor above named, and acknowledged that he executed the foregoing Agreement on behalf of said assignor and pursuant to authority duly received.


Notary Public

Notary Public, Rockdale County, Georgia
My Commission Expires December 6, 1998

EXHIBIT A

TRADEMARKS

1. An application for registration of the mark "ICE PILOTS", serial number 75-121565, was filed on June 17, 1996 with the United States Patent and Trademark Office. On December 17, 1996, the United States Patent and Trademark Office published a Notice of Publication for this mark for the purpose of determining whether there is any opposition to it. Assignor has not received any notice of opposition from the United States Patent and Trademark Office.
2. An application for the registration of the mark "ICE PILOTS PENSACOLA" (words and design), Serial Number 75-143950, was filed on August 2, 1996 with the United States Patent and Trademark Office. On June 3, 1997, the United States Patent and Trademark Office published a Notice of Publication for this mark for the purpose of determining whether there is any opposition of it. Assignor has not received any notice of opposition from the United States Patent and Trademark Office.
3. An application for the registration of the mark "C ICE PILOTS" (words and design), Serial Number 75-144623 was filed with the United States Patent and Trademark Office on August 5, 1996. On April 5, 1997 the United States Patent and Trademark Office published a Notice of Publication for this mark for the purpose of determining whether there is any opposition of it. Assignor has not received any notice of opposition from the United States Patent and Trademark Office.

525758.1