

01-14-1999

EET

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Docket No.:

45300.0051



100942281

Tab settings

To the Honorable Commissioner of Patents and Trademarks

with the attached original documents or copy thereof.

1. Name of conveying party(ies):

Florida Panthers Holdings, Inc.

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank

Internal Address: (as Administrative Agent)

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____

Additional names(s) of conveying party(ies) Yes No

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other A New York State Chartered Banking Corp.

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 15, 1998

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

See Schedule
A annexed
hereto.

B. Trademark Registration No.(s)

See Schedule
A annexed
hereto.

Additional numbers

Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Karl M. Zielaznicki, Esq.

Internal Address: Parker Chapin Flattau & Klimpl, LLP

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved:.....

12

7. Total fee (37 CFR 3.41):.....\$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500-672

01/13/1999 DNGUYEN 00000128 74677446

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 275.00 OP

9. 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.

Karl M. Zielaznicki

January 7, 1999

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

13 TRADEMARK

TRADEMARK	SERIAL OR REGISTRATION NUMBER	FILING OR EXPIRATION DATE	OWNER
The Registry, Classes 36, 37	74/677446	5/17/95	Florida Panthers Holdings, Inc.
The Registry, Classes 35, 36	75/057831	2/14/96	Florida Panthers Holdings, Inc.
The Registry, Class 42	992714	9/3/04	Florida Panthers Holdings, Inc.
R & Design	1139112	8/26/00	Florida Panthers Holdings, Inc.
The Brioche	1193819	4/13/02	Florida Panthers Holdings, Inc.
La Champagne	1245631	7/12/03	Florida Panthers Holdings, Inc.
Cafe Chablis	1283733	6/26/04	Florida Panthers Holdings, Inc.
La Tache and Design	1287396	7/24/04	Florida Panthers Holdings, Inc.
Ravels	1363790	10/1/05	Florida Panthers Holdings, Inc.
Le Chardonay	1393552	5/13/06	Florida Panthers Holdings, Inc.
The Registry, Class 16	1815854	1/11/04	Florida Panthers Holdings, Inc.
Revel	1963485	3/19/06	Florida Panthers Holdings, Inc.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of **December 15, 1998** (as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, this "Agreement"), is by and between **Florida Panthers Holdings, Inc.**, a Delaware corporation currently having an address at 450 East Las Olas Boulevard, Suite 1400, Fort Lauderdale, Florida 33301 ("the Borrower"), and **The Chase Manhattan Bank, as Administrative Agent**, a New York State chartered banking corporation currently having an address at 270 Park Avenue, New York, New York 10017 (the "Administrative Agent").

W I T N E S S E T H:

The Borrower entered into an Amended and Restated Loan and Security Agreement dated as of December 15, 1998 (as the same may be supplemented, modified, amended or restated from time to time in the manner provided therein, the "Loan Agreement"), with the Administrative Agent, pursuant to which, in order to secure all of its obligations thereunder, the Borrower pledged, assigned, conveyed, transferred and delivered to the Administrative Agent (for the benefit of all of the Banks (as defined in the Loan Agreement)), and granted to the Administrative Agent (for the benefit of all of the Banks) a continuing security interest in and to (among other things), any and all of the Borrower's present and future Trademarks (as hereinafter defined).

The Borrower and the Administrative Agent have entered into this Agreement in order to confirm the security interests granted in such collateral, and to permit the recordation of this Agreement and those security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by the Borrower), the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Administrative Agent (for the benefit of all of the Banks), and grants to the Administrative Agent (for the benefit of all of the Banks) a continuing security interest in and to, any and all of the trademarks and trademark applications of the Borrower listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all reissues, divisions, continuations, reexaminations, renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world and the good will of the business to which each of those trademarks relates, and any and all accounts, contract rights, warranties, litigation claims and rights and other general intangibles of the Borrower related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as the "Trademarks"). However, the Administrative Agent and the Banks have not assumed any of the obligations or other liabilities of the Borrower under or respecting the Trademarks, which remain the sole obligation of the Borrower.

With respect to the various assets and properties included or required to be included in the Trademarks, the Borrower hereby irrevocably makes, constitutes and appoints the Administrative Agent and the Administrative Agent's executive officers (Vice President or above), and each of them, with full power of substitution, as the Borrower's true and lawful attorney-in-fact, with full power and authority from time to time in the Borrower's name, place and stead to: (a) to amend Schedule A hereto to include any and all future trademarks, trademark licenses and trademark applications, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Loan Agreement, whenever acquired or created; (b) take possession of and execute or endorse (to any Bank or otherwise) any one or more contracts, deeds, pledges, assignments, instruments and other documents, and any one or more notes, checks, drafts, bills of exchange, money orders or other documents received in payment for or on account of those assets and properties; (c) receive, open and dispose of all of the Borrower's mail and other deliveries respecting the Trademarks and request postal authorities and others to change the Borrower's delivery address(es) to such address(es) as the Administrative Agent may deem necessary or desirable; (d) demand, collect and receive any monies due on account of those assets and properties and give receipts and

acquittances in connection therewith; (e) negotiate and compromise any claim, and commence, prosecute, defend, settle or withdraw any claims, suits or proceedings, pertaining to or arising out of those assets and properties; (f) pay any Indebtedness under (and as defined in) the Loan Agreement or other liability or perform any other obligation required to be paid or performed under this Agreement or any other Loan Instrument under (and as defined in) the Loan Agreement by the Borrower or any other person (other than the Administrative Agent); (g) prepare and execute on behalf of the Borrower any financing statement or other evidence of a security interest contemplated by this Agreement, or any modification, refiling, continuation or extension thereof; (h) take any other action contemplated by this Agreement or any other Loan Instrument; and (i) sign, execute, acknowledge, swear to, verify, deliver, file, record and publish any one or more of the foregoing; provided, however, that the above-named attorneys-in-fact may exercise the powers set forth in subsections (b), (c), (d), (e), (f) and (h) of this Section only during the continuance of an Event of Default under (and as defined in) the Loan Agreement with or at any time after any notice is given under Section 7.08 of the Loan Agreement, whether or not any reference to this power of attorney is made in that notice, and without regard to whether any other action has been taken by the Administrative Agent or any of the Banks under this Agreement or any other Loan Instrument. This power of attorney is hereby declared to be irrevocable, with full power of substitution and coupled with an interest. This power of attorney shall survive the dissolution, reorganization or bankruptcy of the Borrower and shall extend to and be binding upon the Borrower's successors, assigns, heirs and legal representatives. This power of attorney may be exercised (i) by any one of the above-named attorneys-in-fact, or by any substitute designated by any of those attorneys-in-fact, and (ii) by signing for the Borrower individually on any document or instrument or by listing two or more of the persons (including the Borrower) for whom any document or instrument is being signed and signing once, with a single signature by the attorney-in-fact or substitute being effective to exercise the powers of attorney of all persons so listed. A facsimile signature shall be effective if so affixed. The Administrative Agent and the Banks shall not be liable for any failure to collect or enforce the payment of any of those assets and properties.

[END OF PAGE]

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement and the other relevant Loan Instruments under (and as defined in) the Loan Agreement. This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, and the Administrative Agent and the Banks shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one Agreement. All of the rights, powers, privileges and remedies of the Administrative Agent and the Banks with respect to the Trademarks, whether established by this Agreement, the Loan Agreement, any other Loan Instrument or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Administrative Agent may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement and other Loan Instruments; and may be terminated, modified, amended or restated only in a document executed by all of the parties hereto (except for amendments signed only by the Administrative Agent as provided above).

In Witness Whereof, the parties hereto have executed and delivered this Agreement as of the date first written above.

Florida Panthers Holdings, Inc.

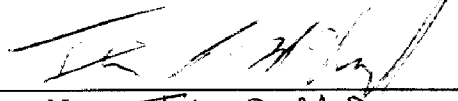
By: _____

William M. Pierce
Chief Financial Officer and Vice President

[SIGNATURE CONTINUED ON FOLLOWING PAGE]

The Chase Manhattan Bank, as Administrative Agent

By:



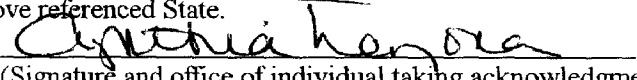
Name: John P. McDonagh
Title: Managing Director

STATE OF FLORIDA)

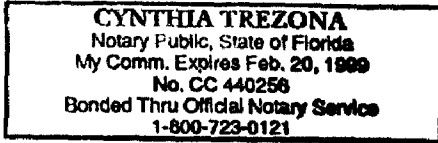
: ss.:

COUNTY OF BROWARD)

On the 18 day of December in the year 1998 before me, the undersigned, a Notary Public in and for the above referenced State, personally appeared **William M. Pierce**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity (as Vice President of FLORIDA PANTHERS HOLDINGS, INC.) and that by his signature on the instrument, the person upon behalf of which the individual(s) acted (i.e., FLORIDA PANTHERS HOLDINGS, INC.), acted, executed the instrument in the above referenced State.


(Signature and office of individual taking acknowledgment)

(Notary Seal)



STATE OF NEW YORK)

) SS.:

COUNTY OF NEW YORK)

On the 21st day of December in the year 1998 before me, the undersigned, a Notary Public in and for the above referenced State, personally appeared John McDonagh, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the person upon behalf of which the individual acted, executed the instrument in the above referenced State.

Elaine A Cook

ELAINE A. COOK
Notary Public, State of New York
No. 02CO6006357
Qualified in Kings County
Commission Expires May 04, 2000

SCHEDULE A**TO****TRADEMARK SECURITY AGREEMENT****- between -****The Chase Manhattan Bank, as Administrative Agent****- and -****Florida Panthers Holdings, Inc.**

TRADEMARK	SERIAL OR REGISTRATION NUMBER	FILING OR EXPIRATION DATE	OWNER
The Registry, Class 16	1815854	1/11/04	Florida Panthers Holdings, Inc.
The Registry, Classes 35, 36	75/057831	2/14/96	Florida Panthers Holdings, Inc.
The Registry, Classes 36, 37	74/677446	5/17/95	Florida Panthers Holdings, Inc.
The Registry, Class 42	992714	9/3/04	Florida Panthers Holdings, Inc.
The Registry - Antigua and Barbuda	3747	7/19/07	Florida Panthers Holdings, Inc.
The Registry - Argentina	1506984	2/28/04	Florida Panthers Holdings, Inc.
The Registry - Aruba	16154	3/25/03	Florida Panthers Holdings, Inc.
The Registry - Australia	A526383	1/4/07	Florida Panthers Holdings, Inc.
The Registry - Barbados	P1097	3/23/93	Florida Panthers Holdings, Inc.
The Registry - Benelux	363744	10/10/99	Florida Panthers Holdings, Inc.
The Registry - Brazil	817215301	3/7/05	Florida Panthers Holdings, Inc.
The Registry - Canada	246133	6/6/10	Florida Panthers Holdings, Inc.
The Registry - Columbia	174116	12/29/04	Florida Panthers Holdings, Inc.
The Registry - Costa Rica	85475	1/11/04	Florida Panthers Holdings, Inc.
The Registry - Ecuador	0224-94	7/13/04	Florida Panthers Holdings, Inc.
The Registry - El Salvador	37	9/19/05	Florida Panthers Holdings, Inc.

TRADEMARK	SERIAL OR REGISTRATION NUMBER	FILING OR EXPIRATION DATE	OWNER
The Registry - France	1547335	8/22/99	Florida Panthers Holdings, Inc.
The Registry - Germany	1005848	9/8/99	Florida Panthers Holdings, Inc.
The Registry - Great Britain	1363460	11/12/05	Florida Panthers Holdings, Inc.
The Registry - Guatemala	79951	7/29/06	Florida Panthers Holdings, Inc.
The Registry - Honduras	2182	8/30/05	Florida Panthers Holdings, Inc.
The Registry - Hong Kong, Class 16	B2842/1994	12/18/10	Florida Panthers Holdings, Inc.
The Registry - Hong Kong, Class 39	1063/1994	3/2/99	Florida Panthers Holdings, Inc.
The Registry - Hong Kong, Class 42	4205/1993	3/2/99	Florida Panthers Holdings, Inc.
The Registry - Indonesia	278.096	2/6/02	Florida Panthers Holdings, Inc.
The Registry - Italy, Classes 41, 42	588368	1/23/00	Florida Panthers Holdings, Inc.
The Registry - Japan, Class 16	2444614	8/31/02	Florida Panthers Holdings, Inc.
The Registry - Japan, Class 42	3135615	3/29/06	Florida Panthers Holdings, Inc.
The Registry - Malaysia, Class 16	89/07921	12/22/10	Florida Panthers Holdings, Inc.
The Registry - Malaysia, Class 43	97-19193	12/1/97	Florida Panthers Holdings, Inc.
The Registry - Mexico	461711	10/2/02	Florida Panthers Holdings, Inc.
The Registry - Netherlands Antilles	17519	4/7/03	Florida Panthers Holdings, Inc.
The Registry - Nicaragua	26932	10/11/04	Florida Panthers Holdings, Inc.
The Registry - Panama	70636	8/28/05	Florida Panthers Holdings, Inc.
The Registry - Peru	000821	11/17/03	Florida Panthers Holdings, Inc.
The Registry - Philippines	52856	7/15/12	Florida Panthers Holdings, Inc.

TRADEMARK	SERIAL OR REGISTRATION NUMBER	FILING OR EXPIRATION DATE	OWNER
The Registry - Portugal	204238	2/11/07	Florida Panthers Holdings, Inc.
The Registry - Russian Federation	91065	1/3/00	Florida Panthers Holdings, Inc.
The Registry - Saudi Arabia	101/39	7/5/99	Florida Panthers Holdings, Inc.
The Registry - Singapore	1683/91	3/1/01	Florida Panthers Holdings, Inc.
The Registry - Spain	924645	11/3/00	Florida Panthers Holdings, Inc.
The Registry - Switzerland	388640	12/21/09	Florida Panthers Holdings, Inc.
The Registry - Taiwan	47300	9/15/00	Florida Panthers Holdings, Inc.
The Registry - Thailand	141540	1/29/00	Florida Panthers Holdings, Inc.
The Registry - Turkey	120226	6/13/00	Florida Panthers Holdings, Inc.
The Registry - Venezuela	4157-93	3/16/93	Florida Panthers Holdings, Inc.
La Champagne	1245631	7/12/03	Florida Panthers Holdings, Inc.
La Champagne - Canada	288434	3/2/99	Florida Panthers Holdings, Inc.
La Tache and Design	1287396	7/24/04	Florida Panthers Holdings, Inc.
Las Palmas Inn - Florida	921103	8/3/99	Florida Panthers Holdings, Inc.
Le Chardonnay	1393552	5/13/06	Florida Panthers Holdings, Inc.
Cafe Chablis	1283733	6/26/04	Florida Panthers Holdings, Inc.
Cafe Chablis - Australia	B389909	4/12/04	Florida Panthers Holdings, Inc.
Cafe Chablis - Canada	303382	5/31/00	Florida Panthers Holdings, Inc.
R & Design	1139112	8/26/00	Florida Panthers Holdings, Inc.
Revel	1963485	3/19/06	Florida Panthers Holdings, Inc.
Ravels	1363790	10/1/05	Florida Panthers Holdings, Inc.
Ravels - Canada	320405	11/7/01	Florida Panthers Holdings, Inc.
The Brioche	1193819	4/13/02	Florida Panthers Holdings, Inc.