

02-09-1999

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Tab settings

To the Honorable Commissione.

100960756

Attached original documents or copy thereof

1. Name of conveying party(ies):
OTTAWA SENATORS HOCKEY CLUB CORPORATION
1000 Palladium Drive
Kanata, Ontario K2V 1A4 Canada

Name and address of receiving party(ies)

Name: Chase European Equity Associates, L.P.

Internal Address: 12th Floor

Street Address: 380 Madison Avenue

City: New York State: NY

- Individual(s)
- General Partnership
- Corporation-State
- Other Canadian Corporation

Additional name(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

2-3-99

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

Execution Date: 1/13/99

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation-State
- Other

If assignee is not determined in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separated document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,816,186

Additional numbers attached? Yes No

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

Name: Joy Huibonhoa
Internal Address: O'Sullivan Graev & Karabell, LLP

Street Address: 30 Rockefeller Plaza, 24th Floor

City: NY State: NY ZIP: 10112

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/08/1999 DMBUYEN 00000288 1816186

01 FC:481 40.00 OP
02 FC:482 175.00 OP

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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.

Robert Buccarelli
Name of Person Signing

Robert Buccarelli
Signature

1/29/99
Date

7

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Registered Trade-marks

Country	Trade-mark	Registration No.	Registration Date
United States	OTTAWA SENATORS	1,816,186 (class 41)	January 11, 1994
United States	OTTAWA SENATORS & Design (Logo #1 Parliament Hill Logo)	1,852,350 (classes 14, 16, 24, 25, 28)	September 6, 1994
United States	OTTAWA SENATORS & Design (Logo #2 Head Logo)	1,906,587 (class 25)	July 18, 1995
United States	OTTAWA SENATORS	1,959,122 (class 25)	February 27, 1996
United States	SENATORS	2,041,529 (class 41)	March 4, 1997
United States	OTTAWA SENATORS & Design (Logo #2 Head Logo)	1,912,770 (class 41)	August 15, 1995
United States	SENATOR & Design (Logo #3 Head Logo without reading matter)	2,076,154 (class 41)	July 1, 1997

Pending Trade-Mark Applications

<u>Country</u>	<u>Trade-mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	DESIGN	75/460,279 (class 25)	April 1, 1998

AGREEMENT
(Trade-mark)

THIS AGREEMENT (TRADE-MARK) (this "Agreement"), dated as of January 13, 1999, between Ottawa Senators Hockey Club Corporation, a corporation organized under the laws of the Province of Ontario (the "Grantor"), and Chase European Equity Associates, L.P., a limited partnership organized under the laws of the State of Delaware (the "Creditor"). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, have the meanings provided in the General Security Agreement of even date herewith between Grantor and Creditor.

W I T N E S S E T H:

WHEREAS, Ottawa Senators Hockey Club Limited Partnership ("OSHCLP") previously entered into the General Security Agreement, dated as of June 21, 1995, from OSHCLP to Creditor (the "OSHCLP General Security Agreement") and granted Security Interests in the Collateral to secure the due and timely payment and performance of the Liabilities under the Credit Agreement;

WHEREAS, OSHCLP also granted to the Creditor a continuing security interest in all of the Trade-mark Collateral (as hereinafter defined) to secure all Liabilities by executing the Agreement (Trade-mark), dated as of June 21, 1995, from OSHCLP to Creditor (the "OSHCLP Trade-mark Agreement");

WHEREAS, the obligations of OSHCLP under the Credit Agreement are being continued and assumed under the Assumption Agreement, Waiver and Consent, dated as of January 13, 1999, by and among OSHCLP, the Grantor and the Creditor (as the same may be modified, waived or amended from time to time, the "Assumption Agreement, Waiver and Consent") pursuant to which, the Grantor has unconditionally and irrevocably assumed and agreed to perform, observe, discharge, pay, be liable for and fully satisfy, all on a joint and several basis with OSHCLP, all agreements, covenants, indebtedness, obligations and liabilities of OSHCLP under the Credit Agreement, the Notes, all Security Documents to which OSHCLP is a party and all other Documents to which OSHCLP is a party; and

WHEREAS, although the Security Interests in the Collateral and the Trade-mark Collateral granted by OSHCLP under the OSHCLP Security Agreement and the OSHCLP Trade-mark Agreement, as applicable, continue to be in full force and effect in respect of the Grantor, the Grantor has agreed to confirm that such Security Interests in the Collateral and the Trade-mark Collateral, as applicable, secure (and, if necessary, extend such security interests to secure) the due and timely payment and performance by the Grantor of the Liabilities under the Credit Agreement.

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

1.1 Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Liabilities of the Grantor, the Grantor does hereby grant to the Creditor a security interest in all of the following property (the "Trade-mark Collateral"), whether now existing, owned or used or hereafter coming into existence, acquired or used:

(a) all trade-marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a "Trade-mark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications with the Canadian Trade-marks Office or in any office or agency of the United States of America or any foreign country, including those referred to in Item A of Attachment 1 hereto and all reissues, extensions or renewals thereof;

(b) all Trade-mark licenses and other agreements providing the Grantor with the right to use any items of the type described in clause (a), including each Trade-mark license referred to in Item B of Attachment 1 hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the trade-mark described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trade-mark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trade-mark, Trade-mark registration or Trade-mark license, including any Trade-mark, Trade-mark registration or Trade-mark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any such Trade-mark or for breach or enforcement of any Trade-mark license and all rights corresponding thereto throughout the world.

1.2 Security Agreements. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Creditor in the Trade-mark Collateral relating to the Trade-marks referred to in "Exhibit A- Canada" to Attachment 1 with the Canadian Trade-marks Office and recording the security interest of the Creditor in the Trade-mark Collateral relating to the Trade-marks referred to in "Exhibit A- United States" to Attachment 1 with the United States Patent and Trade Marks Office, in each case to the extent it may be so registered therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Creditor under the

Security Agreement. The Security Agreement (and all rights and remedies of the Creditor) shall remain in full force and effect in accordance with its terms.

1.3 Appointment of Attorney. The Grantor hereby irrevocably constitutes and appoints the Creditor and any officer or agent of the Creditor, in accordance with the *Powers of Attorney Act* (Ontario), with full power of substitution, from time to time, to be the true and lawful attorney of the Grantor with full power and authority in the name and on behalf of the Grantor to take any appropriate action and to execute any assignments, transfers, registrations, agreements, licenses, assurances, documents and instruments, which the Grantor ought to take or execute and do, and has not taken or executed or done, under the covenants and provisions contained in this Agreement or the Security Agreement and generally to use the name of the Grantor in the exercise of all or any of the powers hereby conferred on the Creditor. This power of attorney shall not be revoked or terminated by any act or instrument other than the termination of this Agreement in accordance with Section 1.4.

1.4 Release of Security Interest. Upon payment in full and the termination of all Liabilities, this Agreement shall terminate and all interest of the Creditor in the Trade-mark Collateral shall be released and the Creditor shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trade-mark Collateral which has been granted hereunder. Upon such release of the lien on and security interest in the Trade-mark Collateral, this Agreement shall terminate.

1.5 Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Creditor with respect to the security interest in the Trade-mark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. The rights and remedies given to the Creditor under this Agreement shall be cumulative and not substitute for any right or remedies to which the Creditor may be entitled under the Subordinated Loan Agreement, the Security Agreement or any other agreement, or under any statute or law.

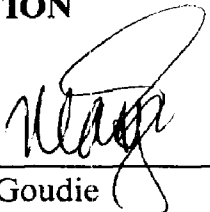
1.6 Loan Documents, etc. This Agreement is a document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

1.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

* * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**OTTAWA SENATORS HOCKEY CLUB
CORPORATION**

Per: 

Mark Goudie
Vice-President, Finance

CHASE EUROPEAN EQUITY ASSOCIATES, L.P.

By: CHASE CAPITAL PARTNERS;
Its: General Partner

Per: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**OTTAWA SENATORS HOCKEY CLUB
CORPORATION**

Per: _____
Mark Goudie
Vice-President, Finance

CHASE EUROPEAN EQUITY ASSOCIATES, L.P.

By: **CHASE CAPITAL PARTNERS;**
Its: General Partner

Per: _____
Name: David J. Ferguson
Title: Partner