

02-09-1999

FORM PTO-1594 (Rev. 8-83) OMB No. 0551-0011(exp. 4/94)



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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the 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

2. Name and address of receiving party(ies): OGDEN CORPORATION 25th Floor 2 Pennsylvania Plaza New York State: NY ZIP: 10121

3. Nature of conveyance: 2-3-99 Security Agreement

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

4. Application number (s) or patent numbers(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1,816,186

5. Name and address of party to whom correspondence concerning document should be mailed: Joy Huibonhoa O'Sullivan Graev & Karabell, LLP 30 Rockefeller Plaza, 24th Floor

6. Total number of applications and registrations involved: 8 7. Total fee (37 CFR 3.41) \$ 8. Deposit account number: 215E

02/08/1999 DNGUYEN 00000286 1816186

DO NOT USE THIS SPACE

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 Signature Date 1/29/99

Total number of pages including cover sheet, attachments, and document: 8

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

## Registered Trade-marks

<b>Country</b>	<b>Trade-mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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
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### 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

## TRADEMARK SECURITY AGREEMENT (U.S.A.)

THIS AGREEMENT is made as of January 13, 1999 between **OTTAWA SENATORS HOCKEY CLUB CORPORATION** (as successor in interest to Ottawa Senators Hockey Club Limited Partnership) (the "Borrower") and **OGDEN CORPORATION** (the "Lender").

### WHEREAS:

- A.** The Borrower is in the process of restructuring its debt;
- B.** In connection with such restructuring the Borrower is, or may become, indebted or liable to the Lender pursuant to a loan agreement dated as of January 13, 1999 between the Borrower and the Lender (as such loan agreement may be amended, varied, supplemented, restated, revised or replaced at any time and from time to time, the "Ogden Loan Agreement");
- B.** To secure the due payment and performance of the Liabilities (as hereinafter defined), the Borrower and the Lender have entered into a general security agreement dated as of January 13, 1999 (as such general security agreement may be amended, varied, supplemented, restated, revised or replaced at any time and from time to time, the "General Security Agreement"); and
- C.** As additional security for the due payment and performance of the Liabilities, the Borrower has agreed to pledge, mortgage, hypothecate and grant a security interest in all of its right, title, interest and benefit in, to, under and in respect of the Trademark Collateral (as hereinafter defined) to the Lender on the terms and conditions set forth below.
- D.** The Borrower has duly authorized the execution, delivery and performance of this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by the Borrower) the Borrower covenants, agrees and declares in favour of the Lender as follows:

### Article One - Interpretation

**1.1 Definitions.** In this Agreement and any Schedule hereto, unless there is something in the subject matter or text inconsistent therewith or unless the context otherwise specifies or requires, capitalized terms shall have the meanings ascribed to such terms in the Ogden Loan Agreement and, in addition:

"**Agreement**" means this Agreement, including the Schedules, as the same may be amended, varied, supplemented, restated, renewed or replaced at any time and from time to time;

"**Borrower**" means Ottawa Senators Hockey Club Corporation and shall include all successors and permitted assigns of the Borrower;

"**General Security Agreement**" has the meaning specified in recital B to this Agreement;

"**Lender**" means Ogden Corporation, a corporation incorporated under the laws of the State of Delaware;

"**Liabilities**" means all present and future indebtedness, liabilities and obligations of every kind, nature and description (whether direct or indirect, joint or several, absolute or contingent, matured on unmatured) of the Borrower to the Lender pursuant to or relating to the Ogden Loan Agreement wheresoever and howsoever incurred and any unpaid balance thereof; and

"**Trademark Collateral**" and "**Trademark**" have the meanings specified in Section 2.1 of this Agreement.

**1.2** **Interpretation Not Affected by Headings, etc.** Grammatical variations of any terms defined herein have similar meanings; words (including defined terms) importing the singular shall include the plural and vice versa; and words importing gender shall include the masculine, feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**1.3** **Severability.** If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

**1.4** **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

**1.5** **Binding on Successors, etc.** This Agreement and everything herein contained shall enure to the benefit of the Lender and the Lender's successors and assigns and shall be binding upon the Borrower and its successors and permitted assigns. The Borrower may not assign any of its rights and obligations under this Agreement without the prior written consent of the Lender.

## **Article Two - Security, etc.**

**2.1** **Security.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the due payment and performance of all of the

Liabilities of the Borrower, the Borrower does hereby pledge, mortgage and hypothecate to and in favour of the Lender and grants to the Lender a security interest in all of its worldwide right, title and interest in and in respect of following property (the "Trademark Collateral"), whether now existing, owned or used or hereafter existing, owned, acquired, adopted or used:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos and other source of business identifiers, and all 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 "Trademark"), all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in any office or agency of the United States of America, including those referred to in Item 1 of Schedule A hereto and all reissues, extensions or renewals thereof;
- (b) all Trademark licenses and other agreements providing the Borrower with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item 2 of Schedule A hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (a);
- (d) the right to sue third parties for past, present and future infringements of any Trademark 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 Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item 1 and Item 2 of Schedule A hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

**2.2 Agreement for Security Purposes.** This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interest of the Lender in the Trademark Collateral relating to the Trademarks registered or pending in the United States and referred to in Item 1 to Schedule A with the United States Patent and Trade Marks Office to the extent such security interest may be so recorded therein. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to the Lender under the General Security Agreement. The General Security Agreement (and all

rights and remedies of the Lender therein) shall remain in full force and effect in accordance with its terms.

### **Article Three - General**

**3.1. Power of Attorney.** The Borrower hereby irrevocably constitutes and appoints the Lender and any officer or agent of the Lender in accordance with the *Powers of Attorney Act (Ontario)*, with full power of substitution from time to time, as the Borrower's true and lawful attorney, with full power and authority in the name and on behalf of the Borrower to take any appropriate action and to execute such assignments, transfers, registrations, agreements, licenses, assurances, documents and instruments which the Borrower 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 General Security Agreement and generally to use the name of the Borrower in the exercise of all or any of the powers hereby conferred on the Lender and the Borrower declares this to be a general power of attorney in the widest respect. 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 3.2.

**3.2. Termination of this Agreement.** Upon payment and performance in full of all of the Liabilities, termination of all rights of the Borrower to receive any additional credit from the Lender and fulfilment by the Borrower of all of its obligations to the Lender with respect to the Liabilities, this Agreement shall be and become fully ended and terminated and all right, title, estate and interest in and in respect of the Trademark Collateral pledged, mortgaged, hypothecated and secured by the Borrower hereunder shall be released and all covenants and agreements of the Borrower hereunder shall be at an end and the Lender shall, upon the written request of the Borrower and at the expense of the Borrower, execute such instruments and other documents and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

**3.3 Rights and Remedies Cumulative.** The rights or remedies given to the Lender hereunder shall be cumulative of and not substituted for any rights or remedies to which the Lender may be entitled under the Ogden Loan Agreement, the General Security Agreement, the Security Documents, or any other agreement or security provided to the Lender with respect to the Liabilities or under statute or at law and may be exercised whether or not the Lender has pursued or is then pursuing any other such rights and remedies. Without limitation, the Borrower hereby acknowledges and affirms that the rights and remedies given to the Lender with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the General 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.

**3.4 Time of Essence.** Time shall be of the essence of this Agreement.

**3.5** Notices. Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be given in accordance with the Ogden Loan Agreement.

**3.6** Waiver. No consent or waiver, express or implied, by the Lender to or of any breach or default by the Borrower in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Borrower hereunder. Failure on the part of the Lender to complain of any act or failure to act of the Borrower or to declare the Borrower in default, irrespective of how long such failure continues, shall not, by itself, constitute a waiver by the Lender of the Lender's rights hereunder.

**3.7** Amendments. This Agreement may not be modified or amended except with the written consent of the Borrower and the Lender.

**IN WITNESS WHEREOF** each of the parties hereto has duly executed this Agreement as of the day and year first written above.

**OTTAWA SENATORS HOCKEY CLUB  
CORPORATION**

By: RCML  
Name: Robert C. McInnis  
Title: Secretary

**OGDEN CORPORATION**

By: LC  
Name: Lynde Coit  
Title: Senior Vice President

**Registered Trade-marks**  
(Registered in the name of Ottawa Senators  
Hockey Club Limited Partnership)

<b>Country</b>	<b>Trade-mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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The Borrower is a party to a licensing agreement with the NHL, pursuant to which OSHCLP, as predecessor in interest to the Borrower, has granted to the NHL, a licence for the use of the NHL symbols (which include the name, emblem, insignia, symbols, signs, colours and other indicia of the NHL, and all registered, recorded or other trade-marks, trade names, copyrights, service marks and other proprietary rights pertaining thereto) and video promotional rights for commercial and promotional purposes provided that such license is subject to the right of the Borrower to grant local licences within a geographical area not exceeding a 75 mile radius from the Corel Centre. Pursuant to such right, OSHCLP, as predecessor in interest to the Borrower, has entered into various advertising and promotional rights agreements, with the result that the rights of the Borrower to utilize the intellectual property registrations listed above are subject to the terms and conditions of such local advertising and promotional rights agreements.