M2D 3.19.99

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

03-25-1999

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

100998256

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- [ ] Assignment
- [ ] License
- [x] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 01 08 1999

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 01 07 1999

Name: BG Hockey Ventures L.P.

Formerly:

[ ] Individual [ ] General Partnership [x] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[ ] Citizenship/State of Incorporation/Organization

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: SOCIETE GENERALE

DBA/AKA/TA:

Composed of:

Address (line 1): 1221 Avenue of the Americas

Address (line 2):

Address (line 3): New York (City) NY (State/Country) 10021 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[x] Other: Bank

[ ] Citizenship/State of Incorporation/Organization

[ ] 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.)*

FOR OFFICE USE ONLY

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

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 212-878-8401

Name Cindy D. Carey, Rogers & Wells LLP

Address (line 1) 200 Park Avenue

Address (line 2) New York, NY 10166

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 20

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

[x] 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)		
75078068	75078066	75042569			
75042567	75071608	75079774			
75077583	75085001	75085000			

Number of Properties

Enter the total number of properties involved. # 14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 365.00

Method of Payment: Enclosed [ ] Deposit Account [x]

Deposit Account

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

Deposit Account Number: # 18-1843

Authorization to charge additional fees: Yes [x] 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.

Cindy D. Carey	Cindy D. Carey	Mar 18, 1999
Name of Person Signing	Signature	Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date (Month Day Year): 01 08 1999

Name: BG Hockey Ventures L.P.

Formerly:

☐ Individual ☐ General Partnership ☒ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name: SOCIETE GENERALE

DBA/AKA/TA:

Composed of:

Address (line 1): 1221 Avenue of the Americas

Address (line 2):

Address (line 3): New York (City) NY (State/Country) 10021 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☒ Other: Bank

☐ 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 the Assignment.)*

☐ Citizenship/State of Incorporation/Organization

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)		
75033597	75563446	75563447			
75108115	75391651				

U.S. TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

Dated as of January 8, 1999

by and between

BG HOCKEY VENTURES L.P.
as the Borrower

and

SOCIÉTÉ GÉNÉRALE
as the Administrative Agent

NYA 143966.3

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U.S. TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Agreement") dated as of January 8, 1999 by and between BG HOCKEY VENTURES L.P., a Delaware limited partnership having its principal place of business at 9375 East Bell Road, Scottsdale, Arizona 85260 (the "Borrower"), and SOCIÉTÉ GÉNÉRALE, as Administrative Agent for the Lenders described below (in such capacity the "Administrative Agent").

WHEREAS, the Borrower, the lenders parties thereto (collectively, the "Lenders") and the Administrative Agent are parties to a Credit Agreement of even date herewith, pursuant to which the Lenders have agreed to make loans to the Borrower (as amended from time to time, the "Credit Agreement");

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the Borrower execute and deliver to the Administrative Agent a trademark collateral security and pledge agreement in substantially the form hereof.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

(a) All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement.

(b) The following terms shall have the specific meanings set forth below:

"Associated Goodwill" shall mean all goodwill of the Borrower or its business, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

"Licensed Trademarks" shall mean all Trademarks other than Owned Trademarks, including but not limited to those referenced in Schedule B attached hereto.

"Owned Trademarks " shall mean all Trademarks in or to which the Borrower has or shall in the future have title or an ownership interest, including but not limited to those referenced in Schedule A attached hereto.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

"PTO" shall mean the United States Patent and Trademark Office.

"Related Assets" shall mean all assets, rights and interests of the Borrower which uniquely reflect or embody the Associated Goodwill, including but not limited to the following: all patents, copyrights, trade secrets, confidential information, methods, processes, know-how, operating systems, drawings, descriptions, formulations, quality control procedures, product and service specifications, catalogs and advertising materials, relating to the production, delivery, provision, licensing and sale of goods or services under or in association with any of the Trademarks, and all books and records describing or used in connection with any or all of the foregoing; and the following documents and things in the possession or under the control of the Borrower, or subject to its demand for possession or control, related to the production, delivery, provision, licensing and sale by the Borrower, or any affiliate, licensee or

contractor, of products or services sold by or under the authority of the Borrower in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) All lists, contracts, ancillary documents and other information which identify, describe or provide information with respect to any customers, dealers or distributors of the Borrower, its affiliates or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including but not limited to all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements, product and service specification documents, technical specifications and information, and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision, licensing, and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, and all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery, licensing and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Borrower (or any of its affiliates, licensees or contractors) of products or services provided, licensed or sold under or in connection with the Trademarks or Trademark Rights.

"Trademarks" shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Borrower, which (i) are set forth on Schedules A and B attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Borrower and are now owned, held or used by the Borrower, in the Borrower's business, or with the Borrower's products and services or in which the Borrower has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Borrower in the Borrower's business or with the Borrower's products and services, or in which the Borrower in the future acquires any right, title or interest.

"Trademark Collateral" shall mean all of the Borrower's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

"Trademark License Rights" shall mean any and all past, present or future rights and interests of the Borrower pursuant to any and all past, present and future, licensing agreements in favor of the Borrower, or to which the Borrower is a party, pertaining to any Trademarks (whether Owned Trademarks or Licensed Trademarks), Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right in the name of the Borrower or the Administrative Agent to enforce, and sue and recover for, any past, present or future breach or violation of any such agreement. Such agreements shall include but not be limited to those set forth on Schedule C

attached hereto. Notwithstanding the foregoing, Trademark License Rights shall not include those trademark or trade name rights which are held by the Borrower as licensee, to the extent that such items are not assignable or capable of being encumbered as a matter of law or without the consent of the licensor thereof under the terms of such license (but solely to the extent that any such provision of any license or other agreement shall be enforceable under applicable law).

"Trademark Registrations" shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

"Trademark Rights" shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

"use" of any Trademark shall include all uses of such Trademark by, for or in connection with the Borrower or its business or for the direct or indirect benefit of the Borrower or its business, including but not limited to all such uses by the Borrower itself, by any of the affiliates of the Borrower, or by any licensee or contractor of the Borrower.

2. Grant of Security Interest.

(a) The Borrower hereby unconditionally grants to the Administrative Agent a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Trademark Collateral, to the Administrative Agent as continuing security for the Obligations.

(b) In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Trademark Collateral provided in Section 2(a) and subject to all present and future conditions and restrictions imposed by the NHL or its member clubs in connection with the use or transfer of the Trademark Collateral, the Borrower hereby grants, assigns, transfers, conveys and sets over to the Administrative Agent its entire right, title and interest in and to the Trademark Collateral; provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default under the Credit Agreement and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent or any other Person) upon, an Event of Default specified in §§11.1 (g) or (h) of the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Trademark Collateral pursuant to the Security Agreement and Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Trademark Collateral by the Borrower to the Administrative Agent in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2(b) Assignment."

(c) The Borrower acknowledges and agrees that, upon the effectiveness of the Section 2(b) Assignment, the Administrative Agent shall have the cumulative rights in and to the Trademark Collateral as are provided in this Agreement and in the Security Agreement, and shall have the rights in and to the Collateral (other than the Trademark Collateral) as are provided in the Security Agreement.

(d) The parties expressly acknowledge and agree that they have executed and delivered to the Administrative Agent certain other Security Documents pursuant to which the Borrower has unconditionally granted to the Administrative Agent a continuing security interest in and first priority lien on the Collateral. Such Security Documents and all rights and interests of the Administrative Agent in and to the Collateral thereunder, are hereby ratified, confirmed, adopted and approved. In no event shall this Agreement, the Section 2(b) Assignment of the Trademark Collateral hereunder, or the recordation of any Notice of Security Interest with the PTO, adversely affect or impair, in any way or to any extent, any other Security Document, the security interest of the Administrative Agent in the Collateral pursuant to any other Security Document, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with this Agreement, any other Security Document, and/or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Collateral (and any and all obligations of the Borrower with respect to any of the Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Borrower) in, to or with respect to the Collateral provided in or arising under or in connection with the other Security Documents.

3. Effect of Section 2(b) Assignment - Administrative Agent's Rights. Upon the effectiveness of the Section 2(b) Assignment, the Administrative Agent shall own the entire right, title and interest in and to the Trademark Collateral, free and clear of any lien, charge, encumbrance or claim of the Borrower or any other party, except for any rights of the NHL and except as otherwise described in Schedule D. Subject to the requirements of the NHL, upon such effectiveness, in addition to all other rights and remedies of the Administrative Agent, whether under law, the Credit Agreement, any Security Document, or otherwise (all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, without notice to or consent by the Borrower except as expressly provided otherwise herein), the Administrative Agent's rights and remedies with respect to the Trademark Collateral shall include but not be limited to the following, without payment of royalty or compensation of any kind to the Borrower except as expressly provided otherwise herein:

(a) The Administrative Agent may exercise, in respect of the Trademark Collateral, all the rights and remedies of a secured party under the Uniform Commercial Code (whether or not such Code applies to the affected Trademark Collateral).

(b) The Administrative Agent may operate the business of the Borrower using the Trademark Collateral.

(c) The Administrative Agent may, to the same extent that the Borrower has the right to do so immediately prior to the effectiveness of the Section 2(b) Assignment, license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademark Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine.

(d) The Administrative Agent may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right but not the obligation to enforce) against any licensor, licensee or sublicensee all Trademark License Rights of the Borrower, and take or refrain from taking any such action.

(e) The Administrative Agent may, subject to the requirements of the NHL, assign, sell, transfer or otherwise dispose of the Trademark Collateral and exercise any and all of its rights and remedies pursuant to Section 8 hereof.

(f) In addition to the foregoing, in order to implement the assignment, sale, transfer or other disposition of any of the Trademark Collateral pursuant to Section 8 hereof, the Administrative Agent may, pursuant to the authority granted in the power of attorney provided in Section 7 hereof (such authority becoming effective upon the occurrence and during the continuation of an Event of Default), execute and deliver on behalf of the Borrower one or more instruments of assignment of the Trademark Collateral, in form suitable for filing, recording or registration in any jurisdiction or country.

4. Effect of Section 2(b) Assignment - Borrower's Obligations. Subject to the requirements of the NHL:

(a) Upon the effectiveness of the Section 2(b) Assignment, the Borrower shall have no right, title or interest in or to any of the Trademark Collateral, and the Borrower shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of the Administrative Agent, deliver to the Administrative Agent (or the Administrative Agent's designee) all unused or unsold goods owned by the Borrower bearing the Trademarks together with any and all contracts and registered user agreements related to or connected with the Trademarks (subject to any restrictions imposed upon Borrower in connection with its use of the Licensed Trademarks).

(b) In addition, upon the effectiveness of the Section 2(b) Assignment, and upon the written demand of the Administrative Agent, the Borrower shall execute and deliver to the Administrative Agent an assignment or assignments of the Trademark Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of the Borrower to comply with such demand will not impair or affect the validity of the Section 2(b) Assignment. The Borrower agrees that any such assignment (including a Section 2(b) Assignment) and/or any recording thereof shall be applied to reduce the Obligations outstanding only to the extent that the Administrative Agent actually receives cash proceeds in respect of the assignment, sale or disposition of, or other realization upon, the Trademark Collateral.

(c) In the event of any such license, assignment, sale, transfer or other disposition of the Trademark Collateral, or any of it, after the occurrence and during the continuation of an Event of Default, whether to or by the Administrative Agent, the Borrower shall supply to the Administrative Agent (or the Administrative Agent's designee) the Borrower's know how and expertise relating to the products and services sold and provided under the Trademarks, and other records relating to the Trademark Collateral and to the production, marketing, delivery and sale of said products and services. Without limiting the generality of the foregoing, within five (5) Business Days of written notice thereof from the Administrative Agent, the Borrower shall make available to the Administrative Agent, to the extent within the Borrower's power and authority, such personnel in the Borrower's employ on the date of the Event of Default as the Administrative Agent may reasonably designate, by name, title or job responsibility, to permit the Borrower (or if the Administrative Agent so elects, the Administrative Agent or the Administrative Agent's designee) to continue, directly or indirectly, to manufacture, produce, supply, advertise, provide, license, sell and deliver the products or services sold by the Borrower under the Trademarks, such persons to be available to perform their prior functions on the Administrative Agent's behalf and, if the Administrative Agent so elects to utilize their services, to be compensated by the Administrative Agent or a per diem, pro rata basis consistent with the wages and salary structure applicable to each as of the date of such Event of Default.

5. Representations, Warranties and Covenants. Subject to Schedule D, the Borrower represents and warrants to, and covenants and agrees with, the Administrative Agent as follows:

(a) The Borrower is and will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademarks and the Trademark Collateral (other than ownership and other rights reserved by the owners of the Licensed Trademarks), free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement and the other Security Documents, liens and encumbrances expressly permitted pursuant to the Credit Agreement, and the rights of the NHL therein. The Borrower will defend its right, title and interests in and to the Trademarks and the Trademark Collateral against any and all claims of any third parties.

(b) Schedule A and B together comprise true and complete lists of all Trademarks. All license and other agreements applicable to the Trademarks are the valid and binding obligations of all of the parties thereto, enforceable against each such parties in accordance with their respective terms.

(c) The Owned Trademarks and the Trademark Registrations and Trademark Rights related thereto are valid, enforceable and subsisting and have not been adjudged invalid or unenforceable. The Borrower has not received any written claim by any third party that any of the Owned Trademarks and the Trademark Registrations and Trademark Rights related thereto are invalid or enforceable.

(d) There is not on file in any governmental or regulatory authority, agency or recording office, in the United States or in any foreign country, any effective financing statement, security agreement, assignment, license or transfer or notice of any of the foregoing (other than those that have been filed in favor of the Administrative Agent) covering any of the Trademark Collateral, and the Borrower is not aware of any such filing. So long as this Agreement shall be in effect, the Borrower shall not execute and shall not knowingly permit to be on file in any such office or agency, any such financing statement or other document or instrument (except financing statements, documents or instruments filed or to be filed in favor of the Administrative Agent).

(e) To the best of the Borrower's knowledge after due inquiry, no claim has been made that the Borrower's use of any of the Owned Trademarks does or may violate the rights of any third parties. There has been no decision adverse to the Borrower's claim of ownership rights and or exclusive rights to use the Owned Trademarks or any material part of the Trademark Collateral associated therewith, or to its right to use and register the Owned Trademarks in any jurisdiction or to keep and maintain such registration in full force and effect, and there is no proceeding involving said rights, threatened or pending in the PTO or any similar office or agency of the United States, any state or foreign country or in any court.

6. Further Assurances.

(a) The Borrower shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Administrative Agent may require more completely to vest in and assure to the Administrative Agent its rights hereunder or in any of the Trademark Collateral, including without limitation execution and delivery of financing statements which the Administrative Agent deems appropriate to perfect and continue the assignment and security interest hereby granted.

(b) The Borrower agrees that, upon its commencement of use or acquisition of any right, title or interest in or to any Trademark, Trademark Registration or Trademark Right other than the Trademarks, Trademark Registrations or Trademark Rights set forth in Schedules A and B hereto (including any variation or new versions of such scheduled Trademarks, Trademark Registrations and Trademark Rights), or upon commencement of use of any Trademark with (or the addition to any

Trademark Registration of) any new class of goods or services, the Borrower shall promptly notify the Administrative Agent in writing thereof and the provisions of this Agreement shall automatically apply thereto. The Administrative Agent shall be authorized to amend such Schedules A and B as appropriate to include such additional Trademarks, Trademark Registrations and Trademark Rights, without the necessity for the Borrower's approval of or signature to such amendment, and the Borrower shall do all such other acts (at its own expense) deemed necessary or appropriate by the Administrative Agent to implement and preserve the Administrative Agent's interest therein (including, but not limited to, executing and delivering and recording in all places where this Agreement or notice thereof is recorded, an appropriate counterpart of or supplement to this Agreement). Such additional Trademarks, Trademark Registrations and Trademark Rights shall be automatically included in the definition of the terms "Trademarks," "Trademark Registrations" and Trademark Rights," as such terms are used herein.

7. Power of Attorney.

(a) The Borrower hereby irrevocably constitutes and appoints the Administrative Agent (or the Administrative Agent's designee), with full power or substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in the Administrative Agent's own name (or the Administrative Agent's designee), for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Administrative Agent the power and right, on behalf of the Borrower, without notice to or assent by the Borrower, to do the following:

(i) Subject to the requirements of the NHL and any restrictions imposed upon Borrower in connection with its use of the Licensed Trademarks, upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademark Collateral in such manner as is consistent with the Uniform Commercial Code as enacted by the State of New York and as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do at the Borrower's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Trademark Collateral and the Administrative Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Borrower might do, including, without limitation, (A) execution and delivery of any and all agreements, documents, instruments of assignment, licenses or transfers of any of the Trademark Collateral, and do all other acts, which the Borrower is obligated to execute or deliver or perform under any provision of this Agreement and which the Borrower fails to execute, deliver or perform, and (B) execution of any and all documents, statements, certificates, instruments or agreements deemed necessary or advisable by the Administrative Agent (or the Administrative Agent's designee) to effect any purpose set forth herein; and

(ii) To file such financing statements with respect hereto, with or without the Borrower's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Administrative Agent may deem appropriate and to execute such financing statements and continuation statements which may require the Borrower's signature.

(b) To the extent permitted by law, the Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(c) The powers conferred on the Administrative Agent hereunder are solely to protect its interests and the interests of the Administrative Agent in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. The Administrative Agent shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

8. Remedies. If an event of Default shall have occurred and be continuing, the Administrative Agent may, without notice or demand to the Borrower, declare this Agreement to be in default, and the Administrative Agent shall, subject to the restrictions contained in the NHL Documents and the NHL Consent Agreement, thereafter have in any jurisdiction in which enforcement hereof is sought, in addition to the right to collect, enforce and settle claims in respect of the Trademark Collateral and all other rights and remedies of a holder of the Trademark Collateral, the rights and remedies of a secured party under the Uniform Commercial Code. The Administrative Agent shall give to the Borrower at least ten (10) Business Days' prior written notice of the time and place of any public sale of any of the Trademark Collateral, including negotiable or nonnegotiable instruments, securities or other writings evidencing any of the Trademark Collateral, or of the time after which any private sale or any other intended disposition is to be made. The Borrower hereby acknowledges that ten (10) Business Days' prior written notice is reasonable notice. In addition, the Borrower waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Administrative Agent's rights hereunder.

9. Enforcement of Trademark Rights.

(a) Except as otherwise provided in Section 3 hereof, and notwithstanding Section 2(b) hereof, the Borrower shall have the right and the obligation to commence and prosecute in its own name, as a real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions to restrain, prevent or recover for infringement, misuse, unfair competition, dilution or other damage as are in its reasonable business judgment necessary or appropriate to maintain, protect and enforce the Trademarks, Trademark Registrations, Trademark Rights and Associated Goodwill. The Borrower shall indemnify and hold harmless the Administrative Agent from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses or disbursements (including but not limited to attorneys' fees) of any kind whatsoever which may be imposed on, incurred or suffered by or asserted against the Administrative Agent in connection with or in any way arising out of such suits, proceedings or actions.

(b) Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but in no way shall be obligated, to bring suit in the name of the Borrower of the Administrative Agent (in the sole discretion of the Administrative Agent) to protect, maintain or enforce any of the Borrower's rights or interest in, to or under the Trademark Collateral or any part thereof, in which event the Borrower shall at the request of the Administrative Agent (and at the Borrower's expense) do any and all lawful acts and things, and execute any and all documents and instruments requested by the Administrative Agent, in furtherance of such protection, maintenance or enforcement; the Borrower shall promptly upon demand indemnify and reimburse the Administrative Agent for all liabilities, obligations, costs, expenses or disbursements imposed on, incurred or suffered by or asserted against the Administrative Agent in the exercise of its rights under this Section 9(b) and any unreimbursed amounts shall constitute Obligations for all purposes hereof. In the event the Administrative Agent shall elect not to bring suit to protect, maintain or enforce any such rights or interests of the

Borrower, the Borrower shall use all reasonable measures, whether by action, suit, proceeding or otherwise, to protect, maintain and enforce such rights and interests, and for that purpose shall diligently maintain any such action, suit or proceeding necessary or appropriate for such protection, maintenance or enforcement.

10. Indemnification. The Borrower shall indemnify and hold harmless the Administrative Agent from and against, and shall pay to the Administrative Agent on demand, any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities of any kind or nature (except those resulting from the Administrative Agent's gross negligence or willful misconduct) arising in any way out of or in connection with this Agreement, the Trademark Collateral, custody, preservation, use, operation, sale, license (or other transfer or disposition) of the Trademark Collateral, any alleged infringement of the intellectual property rights of any third party by the Trademark Collateral, the production, marketing, delivery and sale of the goods and services provided under or in connection with any of the Trademarks or the Trademark Collateral, the sale of, collection from or other realization upon any of the Trademark Collateral, the failure of the Borrower to perform or observe any of the provisions hereof, of matters relating to any of the foregoing, prior to the effectiveness of the Section 2(b) Assignment. The Borrower shall also indemnify and hold harmless the Administrative Agent from and against any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities arising out of or in connection with any fault, negligence, act or omission of the Borrower (regardless of whether such fault, negligence, act or omission occurred or occurs prior to or after such effectiveness). The amounts of any unpaid indemnity provided for in this Section 10 shall constitute Obligations for all purposes hereof. The Borrower shall not make any claim against the Administrative Agent for or in connection with the exercise or enforcement by the Administrative Agent of any right or remedy granted to it hereunder, or any action taken or omitted to be taken by the Administrative Agent hereunder (except for the gross negligence or willful misconduct of the Administrative Agent).

11. No Obligation of the Administrative Agent. The rights granted to the Administrative Agent hereunder are solely for the protection of the Administrative Agent and nothing herein contained shall impose on the Administrative Agent any duties or obligations with respect to the Trademark Collateral or any property of the Borrower received hereunder beyond reasonable care in its custody and preservation while in the Administrative Agent's possession.

12. Termination of Agreement. The obligations of the Borrower and the rights and powers granted to the Administrative Agent hereunder shall continue in full force and effect until the Obligations have been indefeasibly paid or satisfied in full (provided that the Administrative Agent is no longer obligated to make Loans under the Credit Agreement), at which time such obligations, rights and powers shall terminate and be of no further force and effect, provided, however, that this Agreement shall continue to be effective or shall be reinstated, as the case may be, if at any time payment or other satisfaction of any of the Obligations is rescinded or must otherwise be restored or returned upon the bankruptcy, insolvency, or reorganization of the Borrower, or otherwise, as though such payment had not been made or other satisfaction occurred. No invalidity, irregularity or unenforceability by reason of the Bankruptcy Code or any insolvency or other similar law, or any law or order of any government or agency thereof purporting to reduce, amend or otherwise affect, the Obligations, shall impair, affect, be a defense to or claim against the Obligations of the Borrower under this Agreement.

13. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. Except as prohibited by law, and except in the case of the Administrative Agent's gross negligence or willful misconduct, the Borrower waives any right which it may have to claim or recover in any litigation any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Borrower (a) certifies that neither the Administrative Agent nor any representative, agent or attorney of the

Administrative Agent has represented, expressly or otherwise, that the Administrative Agent would not, in the event of litigation, seek to enforce the foregoing waivers and (b) acknowledges that, in entering in the Loan Documents to which the Administrative Agent is a party, the Administrative Agent is relying upon, among other things, the waivers and certifications contained in this Section 13.

14. Jurisdiction. The Borrower agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of New York or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Borrower by certified or registered mail at the address specified in Section 18 of the Credit Agreement. The Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

15. Waiver of a Jury Trial. THE BORROWER WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

16. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Borrower and its successors, and shall inure to the benefit of the Administrative Agent and its successors and assigns. This Agreement may not be amended, modified or waived except by a writing signed by the party sought to be bound thereby. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

17. Notices. All notices and other communications made or required to be given pursuant to this Agreement shall be made or given, and shall take effect, in accordance with the manner specified in Section 18 of the Credit Agreement.

TRADEMARK
REEL: 1873 FRAME: 0702

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BG HOCKEY VENTURES L.P.

By: BG Partners L.P., General Partner
By: BHV, Inc., General Partner

By: _____
Richard T. Burke, President

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By: _____

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ARIZONA)
ss
COUNTY OF MARICOPA)

Before me, the undersigned, a Notary Public in and for the county aforesaid on this 7th day of January, 1999 personally appeared Richard T. Burke to me known personally, and who, being by me duly sworn, deposes and says that he is the President of BHV, INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Richard Burke acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public
My commission expires:

OFFICIAL SEAL
DONNA L. LEWIS
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires July 16, 2001

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

BG HOCKEY VENTURES L.P.

By: BG Partners L.P., General Partner
By: BHV, Inc., General Partner

By: _____
Richard T. Burke, President

SOCIÉTÉ GÉNÉRALE,
as Administrative Agent

By: _____
Gordon Saint-Denis
Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
ss
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the county aforesaid on this ___ day of January, 1999 personally appeared Richard T. Burke to me known personally, and who, being by me duly sworn, deposes and says that he is the President of BHV, INC., and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Richard Burke acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public
My commission expires:

STATE OF NEW YORK)
ss
COUNTY OF NEW YORK)

Before me, the undersigned, a Notary Public in and for the county aforesaid on this 5th day of January, 1999 personally appeared GORDON SAINT-DENIS to me known personally, and who, being by me duly sworn, deposes and says that he is a VICE PRESIDENT of SOCIÉTÉ GÉNÉRALE, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board Directors, and said GORDON SAINT-DENIS acknowledged said instrument to be the free act and deed of said corporation.

(SEAL

GLASSMAN

Notary Public
My commission expires:

GARY I. GLASSMAN
Notary Public, State of New York
No. 4861402
Qualified in New York County
Commission Expires June 2, ~~1998~~ 2000

SCHEDULE A

Owned Trademarks

As of the date of this Agreement, "Owned Trademarks" include the following trademarks and service marks:

- COYOTES & Design (currently the subject of USPTO Application Nos. 75/078,068 and 75/078,066)
- PHOENIX COYOTES (currently the subject of USPTO Application Nos. 75/042,569 and 75/042,567)
- COYOTES (currently the subject of USPTO Application No. 75/071,608)
- Coyote Head Design (currently the subject of USPTO Application Nos. 75/079,774 and 75/077,583)
- Moon Design (currently the subject of USPTO Application Nos. 75/085,001 and 75/085,000)
- FREEZE (currently the subject of USPTO Application No. 75/033,597)
- Coyote Design (currently the subject of two USPTO Applications filed on 5/22/96 and 4/8/96, respectively)
- PHOENIX COYOTES & Design (AZ Reg. No. 037546)
- Head of Growling Coyote - PHOENIX UNION COYOTES (AZ Reg. No. 030692)
- COYOTE WEAR
- * ARIZONA COYOTES (currently the subject of USPTO Application Nos. 75/563446 and 75/563447)

Borrower claims title or an ownership interest in such marks only:

(a) As applied to the specific goods and/or services of Borrower (or its licensee) which are identified by the use of such marks, in those geographic areas where Borrower (or its licensee), is using the marks; or

(b) In those instances where an application for federal registration has been filed in the United States Patent and Trademark Office on an "intent-to-use" basis, to the extent of its rights under such applications, as provided under 15 U.S.C. § 1051 *et seq.*

As of the date of this Agreement "Owned Trademarks" include the following trade names:

- BG HOCKEY VENTURES, L.P.
- PHOENIX COYOTES (AZ Trade Name No. 157724)
- PHOENIX COYOTES HOCKEY (AZ Trade Name No. 157725)
- * ARIZONA COYOTES HOCKEY CLUB (AZ Trade Name No. 199588)

Owned trademarks also include:

Class 41
Coyote Man SN:75/108,115
Coyote Man w/ word Coyote SN: 75/078,066

Class 25
Coyote Man SN: 75/391,651
Coyote Man Head SN:75/079,774

SCHEDULE B

Licensed Trademarks

WINNIPEG JETS
WINNIPEG JETS & Design

SCHEDULE C

Trademark License Rights Agreements

As of the date of this Agreement:

1. Agreement between Borrower and Juan R. Vasquez, dated March 19, 1996.

2. Agreement by and among Borrower, NHL Enterprises, Inc., SOS Entertainment, L.L.C. and Roller Hockey International, L.P., dated March ___, 1996, as modified by a letter agreement by and among the parties, dated February 16, 1996.

3. License Agreement between 8 Hockey Ventures, Inc. and Borrower, dated July 1, 1996.

4. License Agreement (United States) by and between the Member Clubs of the National Hockey League and NHL Enterprises, L.P., dated July 1, 1996.

5. License Agreement (Canada) by and between the Member Clubs of the National Hockey League and NHL Enterprises Canada, L.P., dated July 1, 1996.

6. License Agreement (International) by and between the Member Clubs of the National Hockey League and NHL Enterprises B.V., dated July 1, 1996.

SCHEDULE D

Exceptions

As of the date of this Agreement:

1. Rights with respect to the Licensed Trademarks specified in Schedule B are subject to the Agreement identified in Paragraph 3 of Schedule C.

2. Rights with respect to "Head of Growling Coyote - PHOENIX UNION COYOTES" are subject to the Agreement identified in Paragraph 1 of Schedule C.

3. Rights with respect to "COYOTES" are subject to certain license rights in the Agreement identified in Paragraph 2 of Schedule C.

CERTIFICATE OF MAILING

DATE: March 18, 1999

EXPRESS MAIL NO. EI846262061US

I hereby certify that the attached Recordation Cover Sheet and Security Agreement are being deposited with the United States Postal Service on March 18, 1999 in an Express Mail envelope address to Commissioner of Patents and Trademarks; **BOX ASSIGNMENTS**; Washington, D.C. 20231

Cindy D'Lary

Date: March 18, 1999

NYA 176775.1

Rogers & Wells

ROGERS & WELLS LLP
200 PARK AVENUE NEW YORK, NY 10166-0153
TELEPHONE 212 878-8000 FACSIMILE 212 878-8375

Cindy D. Carey
Trademark Legal Assistant

DIRECT TELEPHONE 212 878-8401
careyc@rw.com

March 18, 1999

VIA EXPRESS MAIL – EI846262061US

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Re: Trademark Assignment Recordation in the name of Societe Generale
Our Ref: 5071/8

Dear Sir:

Enclosed please find a Recordation Cover Sheet, and an executed security agreement from BG Hockey Venture L.P. to Societe Generale.

Please record this assignment in the Patent and Trademark Office records charging any associated fees to Rogers & Wells LLP deposit account number 18-1843.

Kindly forward the Notice of Recordation and any questions you may have to the undersigned.

Sincerely,

Cindy D Carey

Cindy D Carey

:cdc
enclosures

NYA 177167.1