

MRD

**RECORDATION
TRADE**

8-28-98

05-25-1999

S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

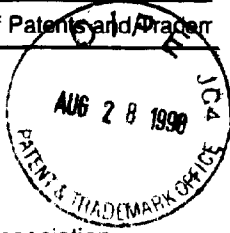
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To the Honorable Commissioner of Patents and Trademarks

101044912

Documents or copy thereof.

1. Name of conveying party(ies):
Lightning Partners, Ltd.



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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest-IICC
- Merger
- Change of Name

Termination
Execution Date: July 15, 1998

2. Name and address of receiving party(ies)

Name: Suntrust Bank, Tampa Bay
(formerly Sun Bank of Tampa Bay)

Internal Address: _____

Street Address: P.O. Box 20258

City: Tampa State: FL ZIP: 33622

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

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

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)	1,827,035
	1,724,684
	1,779,708
	1,855,230
	1,784,874
	1,867,807
	1,843,893
	1,786,266
	1,793,260

Additional numbers attached? Yes No

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

Name: Leslie S. Spitalney

Internal Address: Holland & Knight LLP

09/04/1998 DHOUYEN 00000299 1724684

01 FC:481 40.00 OP

02 FC:482 200.00 OP

Street Address: 2100 Pennsylvania Ave., N.W.

Suite 400

City: Washington State: D.C. ZIP: 20037

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

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

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.

Leslie S. Spitalney

Name of Person Signing

Signature

8-27-98

Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK

REEL: 001900 FRAME: 0682

10000-11-11

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE STATEMENT OF CHANGE FORM UCC-3 (REV. 1993)

This Statement of Change is presented to a filing officer pursuant to the Uniform Commercial Code:

1. Debtor (Last Name First if an individual) Lightning Partners, Ltd.		1a. Date of Birth or FEID	
1b. Mailing Address 501 East Kennedy Boulevard, Suite 175		1c. City, State Tampa, FL	
		1d. Zip Code 33602	
2. Additional Debtor (Last Name First if an individual) The Lightning		2a. Date of Birth or FEID	
2b. Mailing Address 501 East Kennedy Boulevard, Suite 175		2c. City, State Tampa, FL	
		2d. Zip Code 33602	
3. Secured Party (Last Name First if an individual) SUNTRUST BANK, TAMPA BAY			
3a. Mailing Address P.O. Box 20258		3b. City, State Tampa, FL	
		3c. Zip Code 33622	
4. Additional Secured Party (Last Name First if an individual)			
4a. Mailing Address		4b. City, State	
		4c. Zip Code	

5. This Statement refers to original Financing Statement bearing file number 920000184512 filed on September 10, 1992.

- 6. A. CONTINUATION - The original Financing Statement between the Debtor and Secured Party bearing the file number shown above is continued.
- B. RELEASE - The Secured Party releases the collateral described in Block 7 below from the Financing Statement bearing the file number shown above. **RELEASE DOES NOT TERMINATE LIEN AGAINST DEBTOR.**
- C. FULL ASSIGNMENT - All of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7 below.
- D. PARTIAL ASSIGNMENT - Some of the Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address is shown in Block 7. A description of the collateral subject to the assignment is also shown in Block 7.
- E. AMENDMENT - The Financing Statement bearing the file number shown above is amended as set forth in Block 7. (see instructions for signature requirements.)
- F. TERMINATION - The Secured Party no longer claims an interest under the Financing Statement bearing the file number shown above.
- G. OTHER - [**]

7. Description of collateral released or assigned, Assignee name and address, or amendment. Use additional sheet(s) if necessary.

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-07/15/98-01079-013
***48.00

12⁰⁰ 7-15-98 P.N.C.

This Space for Use of Filing Office

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JUL 15 PM 2:04
SECRETARY OF STATE
TALLAHASSEE FLORIDA

**HOLLAND & KNIGHT
WALK IN
PICK UP AT 1:00**

8. Signature(s) of Debtor(s): (only if amendment - see instructions)

By: _____

9. Signature(s) of Secured Party(ies)
SUNTRUST BANK, TAMPA BAY

By: S. Th. Hale

10. Number of Additional Sheets Presented 0

11. Return Copy to:

Name: **Trey Baldy**
Address: **HOLLAND & KNIGHT LLP**
Address: **Post Office Box 1288**
City, State, Zip: **Tampa, Florida 33601**

Approved by Secretary of State, State of Florida

FILING OFFICER COPY
79A3-552288

STANDARD FORM - FORM UCC-3

DEBTOR (Last Name First if a Person)

NAME LIGHTNING PARTNERS, L.L.P.

THIS SPACE FOR USE OF FILING OFFICER
(Date, Time, Number & Filing Office)

1A

MAILING ADDRESS 501 East Kennedy Boulevard
Suite 175

CITY Tampa STATE Florida 33602

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)

NAME THE LIGHTNING

MAILING ADDRESS 501 East Kennedy Boulevard
Suite 175

CITY Tampa STATE Florida 33602

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)

NAME TAMPA BAY LIGHTNING

1C

MAILING ADDRESS 501 East Kennedy Boulevard
Suite 175

CITY Tampa STATE Florida 33602

SECURED PARTY (Last Name First if a Person)

NAME SUN BANK OF TAMPA BAY

2A

MAILING ADDRESS 315 East Madison Street

CITY Tampa STATE Florida 33602

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)

NAME

2B

MAILING ADDRESS

AUDIT

UPDATE

CITY STATE

ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)

NAME

3

MAILING ADDRESS

CITY STATE

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required) if more space is required, attach additional sheets 8 1/2" x 11".

All assets of Debtor, together with all proceeds thereof, as described more fully in the attached Exhibit A.

5. Proceeds of collateral are covered as provided in Sections 679.303 and 679.308, F.S. yes

7. No. of additional sheets presented: 7

6. Filed with: Florida Secretary of State

8. (Check) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.

Florida Documentary Stamp Tax is not required.

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check if not)

already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

as to which the filing has lapsed.

acquired after a change of name, identity, or corporate structure of the debtor or secured party.

10. (Check if not)

Debtor is a transmitting utility

Products of collateral are covered

11. SIGNATURE OF DEBTOR
LIGHTNING PARTNERS, L.L.P.
BY: LIGHTNING PARTNERS, INC.

By: *Veronica Holman*
(see also EXHIBIT B)

12. SIGNATURE OF SECURED PARTY OR ASSIGNEE
SUN BANK OF TAMPA BAY

By: *[Signature]*

NAME AND ADDRESS OF FILER
A. L. BAILY
HOLLAND & KNIGHT
Post Office Box 1288
Tampa, Florida 33601

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92 0000184512

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**EXHIBIT A
TO UCC-1 FINANCING STATEMENT**

The Broadcast Agreement, the Coliseum Rights, the Concessions, the Concession Agreements, the Contract Rights, the Franchise, the Franchise Documents, the Leases, the Revenues, the Royalties, the Trademarks, the Stock, the Partnership Interests, the Employment Agreements, the Player Contracts, and all other assets of Debtor, including without limitation all furniture, Fixtures, Equipment, machinery, motor vehicles, Inventory, Accounts, documents, chattel paper, Instruments, and General Intangibles, now owned or hereafter acquired or arising, and all proceeds thereof.

Definitions of the capitalized terms above are included in the following definitions:

"Accounts" means: (i) any rights to payment for goods or services sold or leased, (ii) all rights to the payment or receipt of money or other forms of consideration of any kind at any time now or hereafter owing or to be owing to Debtor, including, but not limited to, accounts, accounts receivable, receivables, amount due or to become due under contracts (whether earned or to be earned by further performance), including guarantees, letters of credit, and the right to receive payment thereunder, tax refunds, insurance proceeds, contract rights, notes, drafts, instruments, documents, acceptances, and all other debts, obligations, and liabilities in whatever form now or hereafter owing to Debtor, and (iii) all cash and non-cash proceeds of the foregoing collateral (including all returned and repossessed goods).

"Assignment and Assumption Agreement" means the Assignment, Assumption and Amending Agreement dated December 16, 1991.

"Broadcast Agreement" means Debtor's August 10, 1992 agreement with Sunshine Network, a Florida joint venture.

"Broadcast Revenues" means all rights, revenues, accounts, and receivables arising from the broadcast of Debtor's hockey games and the sale of advertising in connection therewith, including without limitation all revenues arising from the August 10, 1992 Rights Agreement among Debtor and Sunshine Network, and all revenues arising from the July 1, 1992 Joinder Agreement among Debtor and the NHL, and all proceeds thereof.

"Coliseum Rights" means the Tenant Monetary Benefit and the Tenant Property (including without limitation all concessions, payments, and revenues owed to Debtor) as defined in and arising under the June 19, 1992 Lease Agreement among Tampa Coliseum, Inc., and Debtor, and all proceeds thereof.

"Concession Agreements" means, collectively, Debtor's June 15, 1992 Agreement and Debtor's August 1, 1992 Concession Agreement, both with Sportservice Corporation.

"Concessions" means all Debtor's rights to concessions, parking revenues arising in connection with the Leased Premises, pursuant to the Leases and the Concession Agreements, all proceeds thereof.

"Contract Rights" means all rights of Debtor to payment under contracts not yet earned by performance and not evidenced by instruments or chattel paper.

"Employment Agreements" means Debtor's employment agreements with (a) Philip Esposito dated December 16, 1991; (b) Tony Esposito dated December 16, 1991; (c) Mel Lowell dated December 16, 1991; and (d) Henry Paul dated December 16, 1991.

"Equipment" means all Debtor's machinery, spare parts, furniture, furnishings, fixtures, and vehicles, including without limitation supplies customarily classified as equipment, trade fixtures, vehicles, all other goods, and all tangible personal property utilized in the conduct of Debtor's business, whether now owned or hereafter acquired or now or hereafter existing and wherever located (whether the same is subject to Article 9 of the Code, and whether the same constitutes to "fixture"), and all replacements or substitutions therefor and all accessions thereto, including without limitation the equipment described on the attached Exhibit C.

"Expansion Membership Agreement" means the Expansion Membership Agreement dated January 11, 1990, between TBHGP and the NHL, as amended by a letter agreement dated May 23, 1991 among such parties, as thereafter amended and assigned to Debtor pursuant to the Assignment and Assumption Agreement.

"Fixtures" means all fixtures, equipment, and other goods, including all products, additions, substitutions, accessions, and cash and non-cash proceeds (including insurance proceeds) from, of, and to such goods so related to real estate that they are or may become part of such real estate.

"Franchise" means the NHL franchise granted to Debtor pursuant to the Expansion Membership Agreement, as amended by the Assignment and Assumption Agreement, as evidenced by the Franchise Certificate.

"Franchise Certificate" means the certificate dated December 16, 1991, issued by the NHL to Debtor evidencing the final and unconditional grant of the Franchise to Debtor.

"Franchise Documents" means the Expansion Membership Agreement, the Franchise Certificate, the Indemnification and Security Agreement, the Joinder Agreement, the NHL Plan of Sixth Expansion, and all other documents and NHL resolutions pertaining to the NHL's grant of the Franchise to Debtor.

"General Intangibles" means all general intangibles of Debtor regardless of whether they constitute proceeds of other Collateral, including, without limitation, all Debtor's rights (which the Secured Party may exercise or not on behalf of the Secured Party as it in its sole discretion may determine) to acquire, obtain or sell goods or services with respect to the manufacture, processing, storage, sale, shipment or delivery of any of Debtor's Inventory, or of other Collateral.

"Indemnification and Security Agreement" means the Indemnification and Security Agreement dated December 16, 1991 among Debtor, TBHGP, and certain other parties.

"Instruments" includes, without limitation, investment securities, whether in registered or bearer form, negotiable instruments and documents of title owned or to be owned by the Debtor, certificates of deposit, and all liens, security agreements, leases, and other contracts securing or otherwise relating to any of said instruments or documents, and all cash and non-cash proceeds thereof.

"Inventory" shall include, without limitation, any and all goods held for sale or lease or furnished under contract of service in Debtor's business, as now or hereafter conducted, including parts, wares, materials, raw materials, merchandise, work in process, and supplies of every nature and description which might be used in the manufacture, packing, shipping, advertising, selling, leasing or furnishing of finished goods, or otherwise used or consumed in Debtor's business together with all finished goods, and other tangible property now owned or hereafter acquired (including acquisitions by return, repossession or otherwise) and held for sale or lease or furnished under contracts of service or used or consumed in Debtor's business, supplies customarily classified as inventory, all returned or repossessed goods, all products of and accessions to Inventory and all documents (including documents of title under the Code) covering inventory, and documents evidencing any of the foregoing.

"Joinder Agreement" means the Joinder Agreement dated July 1, 1992 among Debtor and NHLE.

"Leases" means Debtor's: (1) April 22, 1992 License and Use Agreement with the Florida Fairgrounds Authority; and (2) August 1, 1992 Lease with Mack-Metropolitan, Ltd., and all proceeds thereof.

"NHL" means the National Hockey League, an unincorporated association not for profit.

"NHLE" means NHL Enterprises, Inc.

"Player Contracts" means all contracts now or hereafter entered into by and between the Debtor and hockey players.

"Revenues" means all Broadcast Revenues and all Ticket Revenues, and all proceeds thereof.

"Royalties" means all of Debtor's rights, revenues, accounts, and receivables arising from Debtor's Trademarks, and the marketing, sale and licensing thereof, and of goods bearing Debtor's Trademarks.

"Stock" means all of Debtor's stockholdings in NLE.

"TBHGP" means Tampa Bay Hockey Group Partners, Ltd.

"Ticket Revenues" means all of Debtor's rights to rights, revenues, accounts, and receivables arising from the sale (by Debtor or on Debtor's behalf) of hockey league game tickets, and from the sale of luxury and sky box seats and suites, and from the sale of club seats at any of the Leased Premises, together with all of the Debtor's right, title, and interest in and to the gate receipts arising in connection with Debtor's "away" games not played at any of the Leased Premises, together with all rights of Debtor arising in connection with its June 1, 1992 agreement with TicketMaster-Florida, Inc.

"Trademarks" means all of Debtor's trademarks, trademark rights, trade names, trade name rights, and copyrights, including without limitation all right, title, and interest in and to the names "Tampa Bay Lightning," "The Lightning" and all related artwork, symbols, logos, and similar assets, and all other intellectual property of Debtor, and all proceeds thereof.

TPA 70515

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All of Debtor's right, title, and interest as tenant or licensee, as applicable, now or in the future under that certain License and Use Agreement dated April 22, 1992 between Debtor and Florida State Fair Authority, and that certain Lease among Debtor and Mack-Metropolitan, Ltd. dated August 1, 1992, and any extension, renewal, or replacement thereof, and any other present or future interest of Debtor in those certain parcels of real property related thereto, together with any and all improvements, fixtures, and furnishings owned by Debtor thereon, and any right, title, and interest of Debtor as tenant or licensee, as applicable of such improvements, fixtures and furnishings, all located in Hillsborough County, Florida (the "Premises"), together with all Debtor's rights, title and interest in and to appurtenances thereto and any proceeds therefrom, and including Debtor's right, title and interest in and to Debtor's interest in any rents (if applicable), monies, issues, and profits of the Premises including any sublease or sublicense now existing or hereafter arising covering the Premises or any part thereof, as well as all of Debtor's right, title, and interest in and to all present or future concessions, revenues, and security deposits thereunder.

TPA-70522

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**EXHIBIT B
Block 11**

**THE LIGHTNING
By: LIGHTNING PARTNERS, INC.**

By: *Yeshu Nakamura*

**TAMPA BAY LIGHTNING
By: LIGHTNING PARTNERS, INC.**

By: *Yeshu Nakamura*

TPA-68239

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1992 SEP 10 PM 2:35
TAMPA COUNTY FLORIDA

EXHIBIT C

TAMPA BAY LIGHTING
FIXED ASSET LISTING

Corporate	Description
	Phone System - Macrotel Keyswitch
	Furniture - General Office Furniture
	Computer Equipment - Novell Network 10 Station
	Facsimile Machines - 2

Fairgrounds	Description
	Tent & Air Conditioner
	Sound System - Commercial
	Lightning Club - Furniture

Hockey	Description
	Zamboni - 2 Zambonies Serial #s - New - Model 500 Serial 3376 Old Model H08 Serial 1594
	Ice System - Double Header System for Configured for NHL Regulations
	Chiller - Model # 308T280 Serial # 2791F67755
	Skate Sharpener
	Therapy Eqipt. - SFA, Ultrasound, Tables, Chilling Units, Stairmaster, Bikes, etc.
	Box Truck - Serial #268WG31K3N4127D47

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