

09-22-1999



101151364

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office

TRADEMARK

SEP 7

9.21.99

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

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Center Ice, L.L.C.

Execution Date  
Month Day Year  
06251999

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other limited liability company
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Michigan National Bank

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 27777 Inkster Road (MC 10-36)

Address (line 2) \_\_\_\_\_

Address (line 3) Farmington Hills  
City

Michigan  
State/Country

48334  
Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization a Michigan national banking association

09/22/1999 NTHA11 00000035 1784874

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
275.00 OP

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

TRADEMARK  
REEL: 001961 FRAME: 0365

**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

734.930.2488

Name

Susan M. Kornfield

Address (line 1)

Bodman, Longley & Dahling LLP

Address (line 2)

110 Miller

Address (line 3)

Suite 300

Address (line 4)

Ann Arbor, Michigan 48104

**Pages**

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

#

7

**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)

**Number of Properties**

Enter the total number of properties involved.

#

12

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

315.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

02-2880

Authorization to charge additional fees:

Yes

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.

Susan M. Kornfield

Name of Person Signing

*Susan M. Kornfield*  
Signature

Sept. 14, 1999

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

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.)

Corporation  Association

Other

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)

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**AGREEMENT**  
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 25, 1999, among the undersigned ("Debtor") and Michigan National Bank in its capacity as agent for the Lenders referred to below.

WITNESSETH

B. WHEREAS, pursuant to that certain Center Ice/Florida Sports Revolving Credit and Term Loan Agreement dated as of June 25, 1999 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, each of the financial institutions party thereto (collectively with their respective Affiliates, the "Lenders") and Secured Party, as Administrative Agent for the Lenders, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Borrowers and to provide for the issuance of Letters of Credit for the account of Borrowers, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

C. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

D. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, the Debtor agrees, for the benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Debtor hereby mortgages, pledges and hypothecates to the Secured Party for the benefit of the Lenders, and

grants to the Secured Party for the benefit of the Lenders a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, 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, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") 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 in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor 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 A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party and the Lenders in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor all instruments

and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Lenders with respect to the security interest in the Trademark 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.

SECTION 6. Loan Documents, etc. This Agreement is a Loan 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.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. NHL Financing Consent. Notwithstanding anything herein to contrary, it is acknowledged, understood and agreed that, so long as the NHL Financing Consent (as defined in the Credit Agreement) is in effect,

(i) the exercise by the Secured Party, for and on behalf of the Lenders, of remedies hereunder will be made in accordance with the terms and provisions of the NHL Financing Consent, the terms, conditions and provisions of which each of the parties hereto has accepted as reasonable and appropriate,

(ii) any Lien on the Club Collateral created hereby and the rights of the Secured Party, for and on behalf of the Lenders, to enforce its/their rights and remedies with respect to the Club Collateral (as defined in the NHL Financing Consent) are subject to the rights of the NHL under the NHL Constitution and Agreements (including, without limitation, the NHL Financing Consent),

(iii) the maximum amount which may be collected by the Lenders from enforcement of their liens on Club Collateral shall not exceed the Permitted Secured Amount (as defined in the NHL Financing Consent);

(iv) as soon as the Permitted Secured Amount has been collected from or against Club Collateral, no further collection or claims may be made from or against any Club Collateral (excluding any proceeds from the sale or other disposition of Club Collateral received by or for the benefit of the Club) and any Lien on the Club Collateral shall be automatically discharged and extinguished, regardless of whether the Secured Obligations have been satisfied; and

(v) and in the event of any conflict or inconsistency between the terms of the NHL Financing Consent and the terms of this Agreement, the terms of the NHL Financing Consent will control.

**[Signatures follow on succeeding pages]**

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.

DEBTOR:

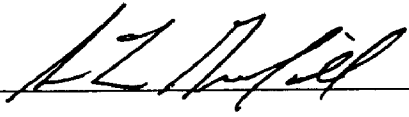
**CENTER ICE, L.L.C.**, a Delaware limited liability company

By: **FLORIDA SPORTS MANAGEMENT, L.L.C.**

Its: **Manager**

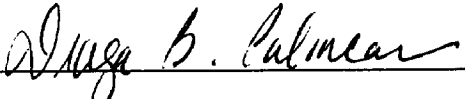
By: **GLASS PALACE**

Its: **Manager**

By: 

Its: Secretary

**MICHIGANNATIONALBANK**, as Administrative Agent for the Lenders

By: 

Its: Relationship Manager



SCHEDULE V

PART 1

ITEM A. TRADEMARKS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
U.S.	TAMPA BAY LIGHTNING and design	1,855,230
U.S.	TAMPA BAY LIGHTNING and design	1,867,807
U.S.	LIGHTNING and design	1,786,266
U.S.	Design only	1,779,708
U.S.	TAMPA BAY LIGHTNING	1,784,874
U.S.	Design only	1,843,893
U.S.	LIGHTNING	1,793,260
U.S.	TAMPA BAY LIGHTNING	1,724,684
U.S.	TAMPA BAY LIGHTNING	1,827,035
U.S.	STREET LIGHTNING	2,054,539
Canada	TAMPA BAY LIGHTNING and design	TMA 456,959
Canada	TAMPA BAY LIGHTNING and design	TMA 431,364
Canada	TAMPA BAY LIGHTNING and design	TMA 420,004
Canada	FLASH-LIGHTNING	TMA 444,864
Canada	Design only	TMA 418,478
Canada	LIGHTNING	TMA 420,955
Canada	TAMPA BAY LIGHTNING	TMA 430,889
Canada	LIGHTNING and design	TMA 413,077
Canada	TAMPA BAY LIGHTNING	TMA 421,362
U.S. (Florida)	TAMPA BAY LIGHTNING and design	T13897
U.S. (Florida)	TAMPA BAY LIGHTNING and design	T13896

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>
None.		

Expired, Abandoned or Canceled Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration/Serial No.</u>
None.		

Trademark Applications in Preparation

Country

Trademark

Products/Services

None.

ITEM B. TRADEMARK LICENSES