

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
SAN JOSE SHARKS, L.P.

Individual(s) citizenship:
Association:
General Partnership:
Limited Partnership: **CALIFORNIA**
Corporation - State:
Other:

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

2. Name and address of receiving party(ies):

Name: **COMERICA BANK-CALIFORNIA**
Address: **75 E. TRIMBLE ROAD**
City: **SAN JOSE** State: **CA** Zip: **95131**

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

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

3. Nature of Conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: **February 28, 2000**

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

A. Trademark Application No.(s)
See attached sheet.

B. Trademark Registration No.(s)
See attached sheet.

Additional numbers attached? Yes No

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

Name: **Erin O'Brien**
Internal Address: **GRAY CARY WARE & FREIDENRICH**
400 Hamilton Avenue
Palo Alto, California 94301

6 Total number of applications and registrations involved: **24**

7. Total fee (37 CFR 3.41) **\$615.00**
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: **07-1907**

(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.

Erin O'Brien

Erin O'Brien

March 16, 2000

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: **[19]**

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

04/06/2000 TIR11 0000036 071907 75470718

01 FC:481
02 FC:482

40.00 CH
375.00 CH

SD\1348187.1
1030967-901200

TRADEMARK
REEL: 002044 FRAME: 0787

101307059

04-06-2000

Attachment to Trademark Recodation Cover Sheet

| <u>Name</u> | <u>Number</u> | <u>Date</u> |
|--|---------------|-------------|
| Teal Town USA | 75/470,718 | 04/20/98 |
| (design only) | 2,193,231 | 10/06/98 |
| (design only) | 2,193,217 | 10/06/98 |
| Ynot Hockey | 75/204,093 | 11/25/96 |
| Sharks & Parks | 2,047,703 | 03/25/97 |
| S.J. Sharkie | 1,830,899 | 04/12/94 |
| Sharks | 1,769,484 | 05/04/93 |
| Sharks (and design) | 74/800,397 | 09/12/90 |
| Sharks | 1,796,118 | 09/28/93 |
| Sharks | 1,796,012 | 09/28/93 |
| (design only) | 1,815,510 | 01/04/94 |
| (design only) | 1,815,509 | 01/04/94 |
| (design only) | 1,791,732 | 09/07/93 |
| Fanatical Sharks Fan Club (and design) | 1,809,261 | 12/07/93 |
| (design only) | 1,741,835 | 12/22/92 |
| (design only) | 1,741,781 | 12/22/92 |
| San Jose Sharks | 1,728,700 | 10/27/92 |
| (design only) | 1,739,087 | 12/08/92 |
| San Jose Sharks | 1,730,360 | 11/03/92 |
| (design only) | 74/150,985 | 03/25/91 |
| San Jose sharks | 1,740,682 | 12/15/92 |
| (design only) | 2,182,564 | 08/18/98 |
| Sharks | 1,794,315 | 09/21/93 |
| Sharks | 1,769,354 | 05/04/93 |
| Beast of the Arena (Dulin) | Proposed. | |
| Scarena (Dulin) | Proposed. | |
| Shark Tank (Dulin) | In process. | |

Gray Cary\SD\1348197.1
1030967-901200

TRADEMARK
REEL: 002044 FRAME: 0788

This TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (the "Agreement") is made and dated as of February 28, 2000 by and between SAN JOSE SHARKS, L.P., a California limited partnership (the "Debtor"), and COMERICA BANK - CALIFORNIA, a California chartered bank (the "Lender").

WHEREAS, the Debtor and the Lender are parties to that certain Revolving Credit Agreement dated as of April 11, 1997, as amended by the First Amendment to Revolving Credit Agreement dated as of December 31, 1997, the Second Amendment to Revolving Credit Agreement dated as of May 29, 1998, the Third Amendment to Revolving Credit Agreement dated as of December 31, 1998, the Fourth Amendment to Revolving Credit Agreement dated as of April 20, 1999, the Fifth Amendment to Revolving Credit Agreement dated as of June 30, 1999, the Sixth Amendment to Revolving Credit Agreement dated as of December 17, 1999, the Seventh Amendment to Revolving Credit Agreement dated as of January 27, 2000, and the Eighth Amendment to Revolving Credit Agreement dated as of the date hereof (as further amended from time to time, the "Credit Agreement"), pursuant to which the Lender, subject to the terms and conditions contained therein, has made and is making credit extensions to the Debtor; and

WHEREAS, it is a condition precedent to the effectiveness of that certain Seventh Amendment to Revolving Credit Agreement that the Debtor execute and deliver to the Lender 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 Debtor 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 Debtor 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 Debtor 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 Debtor, or subject to its demand for possession or control, related to the production, delivery, provision, licensing and sale by the Debtor, or any affiliate, licensee or contractor, of products or services sold by or under the authority of the Debtor 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 Debtor, 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; and

(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; and

(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; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Debtor (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 Debtor, which (i) are set forth on Schedule A and Schedule B attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Debtor and are now owned, held or used by the Debtor, in the Debtor's business, or with the Debtor's products and services or in which the Debtor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Debtor in the Debtor's business or with the Debtor's products and services, or in which the Debtor in the future acquires any right, title or interest.

"Trademark Collateral" shall mean all of the Debtor'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 Debtor pursuant to any and all past, present and future, licensing agreements in favor of the Debtor, or to which the Debtor 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 Debtor or the Lender 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 Debtor 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 Debtor or the Lender, 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 Debtor or the Lender 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 Debtor or its business or for the direct or indirect benefit of the Debtor or its business, including but not limited to all such uses by the Debtor itself, by any of the affiliates of the Debtor, or by any licensee or contractor of the Debtor.

2. Grant of Security Interest. Subject to the terms and provisions of the NHL Documents:

(a) The Debtor hereby unconditionally grants to the Lender 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 Lender 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 Debtor hereby grants, assigns, transfers, conveys and sets over to the Lender its entire right, title and interest in and to the Trademark Collateral; provided, however, that, subject always to the terms and provisions of the NHL Documents, 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 Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Lender or any other Person) upon, an Event of Default specified in Section 6.1(i) of the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Trademark Collateral pursuant to the San Jose Sharks Security Agreement and Article 9 of the California Uniform Commercial Code (including the transfer or other disposition of the Trademark Collateral by the Debtor 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 Debtor acknowledges and agrees that, upon the effectiveness of the Section 2(b) Assignment, the Lender shall have the cumulative rights in and to the Trademark Collateral as are provided in the Agreement and in the San Jose Sharks Security Agreement, and shall have the rights in and to the Collateral (other than the Trademark Collateral) as are provided in the San Jose Sharks Security Agreement.

(d) The parties expressly acknowledge and agree that they have executed and delivered to the Lender certain other Collateral Documents pursuant to which the Debtor has unconditionally granted to the Lender a continuing security interest in and first priority lien on the Collateral. Such Collateral Documents and all rights and interests of the Lender in and to the Collateral thereunder, are hereby ratified, confirmed, adopted and approved. In no event shall the Agreement, the Section 2(b) Assignment of the Trademark Collateral hereunder, or the filing of any lien against the Trademarks with the PTO, adversely affect or impair, in any way or to any

extent, any other Collateral Document, the security interest of the Lender in the Collateral pursuant to any other Collateral Document, the attachment and perfection of such security interest under the California Uniform Commercial Code, or the present or future rights and interests of the Lender in and to the Collateral under or in connection with the Agreement, any other Collateral Document, and/or the California Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Collateral (and any and all obligations of the Debtor 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 Lender (and the obligations of the Debtor) in, to or with respect to the Collateral provided in or arising under or in connection with the other Collateral Documents.

3. **Effect of Section 2(b) Assignment - Lender's Rights.** Subject to the terms and provisions of the NHL Documents, upon the effectiveness of the Section 2(b) Assignment, the Lender 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 Debtor or any other party, except for any rights of the NHL and except as otherwise described in Schedule D. Subject to the terms and provisions of the NHL Documents, upon such effectiveness, in addition to all other rights and remedies of the Lender, whether under law, the Credit Agreement, any Collateral 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 Debtor except as expressly provided otherwise herein), the Lender'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 Debtor except as expressly provided otherwise herein:

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

(b) The Lender may operate the business of the Debtor using the Trademark Collateral.

(c) The Lender may, to the same extent that the Debtor 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 Lender shall in its sole discretion determine.

(d) The Lender 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 Debtor, and take or refrain from taking any such action.

(e) The Lender 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 Lender 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 Debtor 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 - Debtor's Obligations. Subject to the terms and provisions of the NHL Documents:

(a) Upon the effectiveness of the Section 2(b) Assignment, the Debtor shall have no right, title or interest in or to any of the Trademark Collateral, and the Debtor shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of the Lender, deliver to the Lender (or the Lender's designee) all unused or unsold goods owned by the Debtor 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 the Debtor 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 Lender, the Debtor shall execute and deliver to the Lender 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 the Agreement; provided that the failure of the Debtor to comply with such demand will not impair or affect the validity of the Section 2(b) Assignment. The Debtor 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 Lender 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 Lender, the Debtor shall supply to the Lender (or the Lender's designee) the Debtor'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 Lender, the Debtor shall make available to the Lender, to the extent within the Debtor's power and authority, such personnel in the Debtor's employ on the date of the Event of Default as the Lender may reasonably designate, by name, title or job responsibility, to permit the Debtor (or if the Lender so elects, the Lender or the Lender's designee) to continue, directly or indirectly, to manufacture, produce, supply, advertise, provide, license, sell and deliver the products or services sold by the Debtor under the Trademarks, such persons to be available to perform their prior functions on the Lender's behalf and, if the Lender so elects to utilize their services, to be compensated by the Lender on 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 Debtor represents and warrants to, and covenants and agrees with, the Lender as follows:

(a) The Debtor 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 the Agreement and the other Collateral Documents, liens and encumbrances expressly permitted pursuant to the Credit Agreement, and the rights of the NHL therein. The Debtor 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 Schedule 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 Debtor 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 Lender) covering any of the Trademark Collateral, and the Debtor is not aware of any such filing. So long as the Agreement shall be in effect, the Debtor 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 Lender).

(e) To the best of the Debtor's knowledge after due inquiry, no claim has been made that the Debtor'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 Debtor'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 Debtor shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances and instruments as the Lender may require more completely to vest in and assure to the Lender its rights hereunder or in any of the Trademark

Collateral, including without limitation execution and delivery of financing statements which the Lender deems appropriate to perfect and continue the assignment and security interest hereby granted.

(b) The Debtor 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 Schedule A and Schedule 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 Debtor shall promptly notify the Lender in writing thereof and the provisions of the Agreement shall automatically apply thereto. The Lender shall be authorized to amend such Schedule A and Schedule B as appropriate to include such additional Trademarks, Trademark Registrations and Trademark Rights, without the necessity for the Debtor's approval of or signature to such amendment, and the Debtor shall do all such other acts (at its own expense) deemed necessary or appropriate by the Lender to implement and preserve the Lender's interest therein (including, but not limited to, executing and delivering and recording in all places where the Agreement or notice thereof is recorded, an appropriate counterpart of or supplement to the 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 Debtor hereby irrevocably constitutes and appoints the Lender (or the Lender'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 Debtor and in the name of the Debtor or in the Lender's own name (or the Lender's designee), for the purpose of carrying out the terms of the 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 the Agreement and, without limiting the generality of the foregoing, hereby gives the Lender the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(i) Subject to the terms and provisions of the NHL Documents and any restrictions imposed upon Debtor 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 California Uniform Commercial Code and as fully and completely as though the Lender were the absolute owner thereof for all purposes, and to do at the Debtor's expense, at any time, or from time to time, all acts and things which the Lender deems necessary to protect, preserve or realize upon the Trademark Collateral and the Lender's security interest therein, in order to effect the intent of the Agreement, all as fully and effectively as the Debtor 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 Debtor is obligated to execute or deliver or

perform under any provision of the Agreement and which the Debtor 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 Lender (or the Lender's designee) to effect any purpose set forth herein; and

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

(b) To the extent permitted by law, the Debtor 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 Lender hereunder are solely to protect its interests and the interests of the Lender in the Trademark Collateral and shall not impose any duty upon it to exercise any such powers. The Lender 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 Debtor 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 Lender may, without notice or demand to the Debtor, declare the Agreement to be in default, and the Lender shall, subject to the restrictions contained in the NHL Documents, 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 California Uniform Commercial Code. The Lender shall give to the Debtor 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 Debtor hereby acknowledges that ten (10) Business Days' prior written notice is reasonable notice. In addition, the Debtor waives any and all rights that it may have to judicial hearing in advance of the enforcement of any of the Lender's rights hereunder.

9. **Enforcement of Trademark Rights.**

(a) Except as otherwise provided in Section 3 hereof, and notwithstanding Section 2(b) hereof, the Debtor 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 Debtor shall indemnify and hold harmless the Lender 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 Lender 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 Lender shall have the right, but in no way shall be obligated, to bring suit in the name of the Debtor of the Lender (in the sole discretion of the Lender) to protect, maintain or enforce any of the Debtor's rights or interest in, to or under the Trademark Collateral or any part thereof, in which event the Debtor shall at the request of the Lender (and at the Debtor's expense) do any and all lawful acts and things, and execute any and all documents and instruments requested by the Lender, in furtherance of such protection, maintenance or enforcement; the Debtor shall promptly upon demand indemnify and reimburse the Lender for all liabilities, obligations, costs, expenses or disbursements imposed on, incurred or suffered by or asserted against the Lender 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 Lender shall elect not to bring suit to protect, maintain or enforce any such rights or interests of the Debtor, the Debtor 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 Debtor shall indemnify and hold harmless the Lender from and against, and shall pay to the Lender 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 Lender's gross negligence or willful misconduct) arising in any way out of or in connection with the 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 Debtor to perform or observe any of the provisions hereof, or matters relating to any of the foregoing, prior to the effectiveness of the Section 2(b) Assignment. The Debtor shall also indemnify and hold harmless the Lender 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 Debtor (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 Debtor shall not make any claim against the Lender for or in connection with the exercise or enforcement by the Lender of any right or remedy granted to it hereunder, or any action taken or omitted to be taken by the Lender hereunder (except for the gross negligence or willful misconduct of the Lender).

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

12. Termination of Agreement. The obligations of the Debtor and the rights and powers granted to the Lender hereunder shall continue in full force and effect until the Obligations have been indefeasibly paid or satisfied in full (provided that the Lender is no longer obligated to make Advances 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 the 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 Debtor, 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 Debtor under the Agreement.

13. Governing Law. THE AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. Except as prohibited by law, and except in the case of the Lender's gross negligence or willful misconduct, the Debtor 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 Debtor (a) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender 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 Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this Section 13.

14. Jurisdiction. The Debtor agrees that any suit for the enforcement of the Agreement may be brought in the courts of the State of California 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 Debtor by certified or registered mail at the address specified in Section 7.2 of the Credit Agreement. The Debtor 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 DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THE AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS.

16. Miscellaneous. The headings of each section of the Agreement are for convenience only and shall not define or limit the provisions thereof. The Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its successors, and shall inure to the benefit of the Lender and its successors and assigns. The 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 the 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 the Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The 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 the Agreement shall be made or given, and shall take effect, in accordance with the manner specified in Section 7.2 of the Credit Agreement.

18. NHL Requirements. It is acknowledged, understood and agreed that, notwithstanding anything in this document or any other Operative Document to the contrary, (a) the exercise by any Lender of remedies under any Operative Document will be made in accordance with the terms and provisions of the NHL Consent Agreement and the other NHL Documents, the terms, conditions and provisions of which each of the parties to any Operative Documents has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the NHL Consent Agreement and the terms of any Operative Document (including without limitation this document/agreement), the terms of the NHL Consent Agreement will control. All capitalized terms used in this Section 18 and not defined are defined in the NHL Consent Agreement.

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

SAN JOSE SHARKS, L.P.

By: SAN JOSE SHARKS CORP., its general partner

By: Greg Jamison
Name: Greg Jamison
Title: President and Chief Executive Officer

COMERICA BANK-CALIFORNIA

By: Lori Edwards
Name: Lori S. Edwards
Title: Senior Vice President

SCHEDULE A


Owned Trademarks

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

| <u>Name</u> | <u>Number</u> | <u>Date</u> |
|--|---------------|-------------|
| Teal Town USA | 75/470,718 | 04/20/98 |
| (design only) | 2,193,231 | 10/06/98 |
| (design only) | 2,193,217 | 10/06/98 |
| Ynot Hockey | 75/204,093 | 11/25/96 |
| Sharks & Parks | 2,047,703 | 03/25/97 |
| S.J. Sharkie | 1,830,899 | 04/12/94 |
| Sharks | 1,769,484 | 05/04/93 |
| Sharks (and design) | 74/800,397 | 09/12/90 |
| Sharks | 1,796,118 | 09/28/93 |
| Sharks | 1,796,012 | 09/28/93 |
| (design only) | 1,815,510 | 01/04/94 |
| (design only) | 1,815,509 | 01/04/94 |
| (design only) | 1,791,732 | 09/07/93 |
| Fanatical Sharks Fan Club (and design) | 1,809,261 | 12/07/93 |
| (design only) | 1,741,835 | 12/22/92 |
| (design only) | 1,741,781 | 12/22/92 |
| San Jose Sharks | 1,728,700 | 10/27/92 |
| (design only) | 1,739,087 | 12/08/92 |
| San Jose Sharks | 1,730,360 | 11/03/92 |
| (design only) | 74/150,985 | 03/25/91 |
| San Jose sharks | 1,740,682 | 12/15/92 |
| (design only) | 2,182,564 | 08/18/98 |
| Sharks | 1,794,315 | 09/21/93 |
| Sharks | 1,769,354 | 05/04/93 |
| Beast of the Arena (Dulin) | Proposed. | |
| Scarena (Dulin) | Proposed. | |
| Shark Tank (Dulin) | In process. | |

The Debtor claims title or an ownership interest in such marks only:

- (a) As applied to the specific goods and/or services of the Debtor (or its licensee) which are identified by the use of such marks, in those geographic areas where the Debtor (or its licenses), 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. Section 1051 *et seq.*

As of the date of the Agreement, "Owned Trademarks" include the following trade names: None.

Gray Cary\PA\979814.3
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SCHEDULE B

Licensed Trademarks

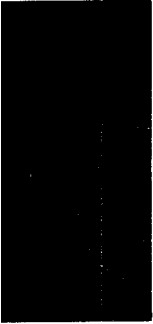
| MARK | APP# | FIRST USE | REG # | REG DATE | CLAS S | STATUS | EXPIRATION |
|---|-----------|------------|-----------|------------|------------|------------|------------|
| Abstract Fin Design (NHL) | 74/151023 | 2/00/91 | 1,739,087 | 12/08/1992 | 25 | current | 11/03/2002 |
| Abstract Fin Design (NHL) | 74/152949 | 02/12/1991 | 1,741,781 | 12/22/1992 | 41 | current | 12/22/2002 |
| AirShark (NHL) | 75/251278 | 10/14/1993 | 2,193,217 | 03/04/1997 | 41 | current | 10/09/2008 |
| Finatical Fan Club (NHL) | 74/255750 | 11/11/1991 | 1,809,261 | 12/07/1993 | 25, 41 | current | 12/07/2003 |
| Misc (Zamboni fin) (NHL) | 74/254277 | 08/14/1991 | 1,741,835 | 12/22/1992 | 41 | current | 12/22/2002 |
| Misc. Design (toy) (NHL) | 74/256852 | 10/05/1991 | 1,791,732 | 09/07/1993 | 28, 41, 42 | current | 09/07/2003 |
| MiscDesign (Sharks&Parts w/ Circle) (NHL) | 74/279783 | 09/01/1991 | 1,815,510 | 01/04/1994 | 41 | 01/03/2000 | 01/04/2004 |
| MiscDesign (Sharks&Parts) (NHL) | 74/279782 | 09/01/1991 | 1,815,509 | 01/04/1994 | 41 | 01/03/2000 | 01/04/2004 |
| Sharks (stylized) (NHL) | 74/800398 | 08/13/1991 | 1,769,484 | 05/04/1992 | 41 | current | 05/04/2003 |
| Sharks (word) (NHL) | 74/085817 | 2/00/91 | 1,769,354 | 05/04/1993 | 25 | current | 05/04/2003 |
| Sharks (word) (NHL) | 74/800396 | 02/13/1991 | 1,796,012 | 09/28/1993 | 28 | current | 09/28/2003 |
| Sharks (word) (NHL) | 74/800396 | 09/19/1991 | 1,796,118 | 08/28/1993 | 41 | current | 08/28/2003 |
| Sharks&Parts (word) (NHL) | 75/091426 | 11/30/1991 | 2,047,703 | 03/25/1997 | 41 | current | 03/25/2007 |
| Sharks (stylized) (NHL) | 74/086420 | 10/01/1990 | 1,794,315 | 09/21/1993 | 25 | current | 09/21/2003 |
| Shark Turnthead (NHL) | 75/255459 | 10/14/1993 | 2,193,231 | 10/06/1998 | 41 | current | 10/06/2008 |
| SJ Sharkie (NHL) | 74/801424 | 09/01/1991 | 1,830,899 | 04/12/1994 | 41 | 04/11/2000 | 04/12/2009 |

date = affidavit of use date

Gregory C. P. 10/7/98 14.3
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| | | | | | | | |
|-----------------------|-----------|------------|-----------|------------|----|------------|------------|
| SJSharks (word) (NHL) | 74/151019 | 02/12/1991 | 1,730,360 | 11/03/1992 | 25 | current | 11/03/2002 |
| SJSharks (word) (NHL) | 74/151195 | 09/13/1991 | 1,728,700 | 10/27/1992 | 41 | 10/26/1998 | 10/27/2002 |
| SJSharks (word) (NHL) | 74/150581 | 09/13/1991 | 1,740,682 | 10/15/1992 | 41 | current | 12/15/2002 |
| Sharks (word) (NHL) | 74/800397 | 02/28/1991 | | | 28 | | |

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SCHEDULE C

Trademark License Rights Agreements

- (a) License Agreement (United States) by and between the Member Clubs of the National Hockey League and NHL Enterprises, L.P. dated July 1, 1996
- (b) License Agreement (Canada) by and between the Member Clubs of the National Hockey League and NHL Enterprises Canada, L.P. dated July 1, 1996
- (c) License Agreement (International) by and between the Member Clubs of the National Hockey League and NHL Enterprises B.V. dated July 1, 1996

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SCHEDULE D

Exceptions

As of the date of the Agreement: None.

Gray Cary\PA\979814.3
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TRADEMARK
REEL: 002044 FRAME: 0806

**TRADEMARK COLLATERAL SECURITY
AND PLEDGE AGREEMENT**

dated as of February 28, 2000

by and between

**SAN JOSE SHARKS, L.P.
as the Debtor**

and

**COMERICA BANK - CALIFORNIA
as the Lender**

Gray Cary\PA\979814.3
1030967-901200

RECORDED: 03/17/2000

**TRADEMARK
REEL: 002044 FRAME: 0807**