05-30-2000

FORM PTO-1594 (Rev 5-93) 04/06/00 RECC 101333637 S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):

BANK OF AMERICA, N.A.

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

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

3. Nature of Conveyance:

[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other: Release of Collateral Patent, Trademark, Copyright and License Assignment

Execution Date: March 14 2000

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

Name: SAN JOSE SHARKS
Address: 10 ALMADEN BLVD., SUITE 600
City: SAN JOSE State: CA Zip: 95113

Individual(s) citizenship:
Association:
General Partnership: CALIFORNIA
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 [x] No

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

A. Trademark Application No (s)

74/095,817	74/096,420
74/150,576	74/150,581
74/150,985	74/151,023
74/152,949	74/151,019
74/115,195	

B. Trademark Registration No.(s)

1,730,360

Additional numbers attached? [ ] Yes [X] 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: 10

7. Total fee (37 CFR 3.41) . . . . . $ **265.00**
[X] Enclosed
[ ] Authorized to be charged to deposit account

8. Deposit account number: _____

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

04/06/2000 DCOATES 00000174 74095817
01 FC:481 40.00 OP
02 FC:482 225.00 OP

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 — April 5, 2000
Name of Person Signing — Signature — Date

Total number of pages comprising cover sheet: [4]

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

PA\10016969.1
1030967-901200

RELEASE OF COLLATERAL PATENT, TRADEMARK, COPYRIGHT, AND LICENSE ASSIGNMENT

This Release of Collateral Patent, Trademark, Copyright and License Assignment executed and effective as of March 14, 2000, relates to that certain Collateral Patent, Trademark, Copyright and License Assignment entered into on May 21, 1991, (the "Collateral Assignment") by SAN JOSE SHARKS, a California general partnership, (hereinafter, together with its successors and assigns, called the "Borrower") in favor of BANK OF AMERICA, N.A., formerly Bank of America National Trust and Savings Association (the "Bank"), as party to the Revolving Credit Agreement dated as of May 21, 1991 between the Borrower and the Bank (as may be amended from time to time, the "Agreement").

WHEREAS, pursuant to the Collateral Assignment, the Borrower granted a security interest to the Bank in certain trademarks described in the Collateral Assignment (the "Trademarks") as security for the Borrower's obligations to the Bank under the Agreement; and

WHEREAS, the Collateral Assignment was recorded on May 30, 1991 with the United States Patent and Trademark Office in Washington, D.C. in Reel 0790, Frame 077; and

WHEREAS, the Borrower has satisfied its obligations to the Bank under the Agreement and has requested that the Bank release its security interest in the Trademarks and reassign the same to the Borrower.

NOW, THEREFORE, for good and valuable consideration, receipt and adequacy of which is hereby acknowledged, the Bank hereby agrees as follows:

1. The Borrower has satisfied all of its obligations under the Agreement, the Agreement has been terminated, and the Bank hereby releases and forever discharges all mortgages, grants, sales, conveyances, transfers, settings over, and assignments of security interest granted under the Collateral Assignment in any and all of the Borrower's right, title or interest of every kind or nature in and to the following property:

(a) All pending trademarks, servicemarks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Borrower's business connected with the use of, and symbolized by any of the above, and all property of Borrower necessary to produce any products sold under any of the above, and other related property, all as more particularly described in the attached Exhibit A from the Collateral Assignment; and

(b) All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to Borrower's good will connected with the use of the Collateral and the right to sue therefor.

(c) All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

(d) All proceeds of all of the foregoing.

2. The Collateral Assignment is hereby declared null and void and of no further force or effect.

IN WITNESS WHEREOF the Bank has caused this Release of Collateral Patent, Trademark, Copyright and License Assignment to be executed by its officer duly authorized as of the date first above stated.

BANK OF AMERICA, N.A.

By: _____
Jeffrey J. Perkins
Title: Vice President

STATE OF CALIFORNIA)
) ss:
COUNTY OF Santa Clara)

On 3/14/00, before me, C. Mora ********** personally appeared, Jeffrey J. Perkins ********** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

C Mora
NOTARY PUBLIC SIGNATURE

(SEAL)

C. MORA
Commission # 1129537
Notary Public — California
Santa Clara County
My Comm. Expires Mar 12, 2001

COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT

EXHIBIT A

United States Trademark and Service Mark Registrations

Mark	Registration Number	Date
SAN JOSE SHARKS (Stylized)	1,728,700	10-27-92
SAN JOSE	1,730,360	11-03-92

United States Trademark and Service Mark Applications

Mark	Serial Number	Date
SHARKS	74/095,817	9-10-90
SHARKS	74/800,395	9-10-90
SHARKS	74/800,396	9-10-90
SHARKS (Stylized)	74/096,420	9-12-90
SHARKS (Stylized)	74/800,397	9-12-90
SHARKS (Stylized)	74/800,398	9-12-90
Design (Shark and hockey stick)	74/150,576	3-25-91
SAN JOSE SHARKS	74/150,581	3-25-91
Design (Shark and hockey stock)	74/150,985	3-25-91
Design (Abstract fin)	74/151,023	3-25-91
Design (Abstract fin)	74/152,949	3-25-91
SAN JOSE SHARKS	74/151,019	3-25-91
SAN JOSE SHARKS & DESIGN	74/115,195	3-25-91

FORM PTO-1594
(Rev 5-93)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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BANK OF AMERICA, N.A.

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Other:

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(Designations must be a separate document from assignment)
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Erin O'Brien /s/ April 5, 2000
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: [4]

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U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

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1030967-901200

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MAY 25, 2000

PTAS

101307050A

GRAY CARY WARE & FREIDENRICH
ERIN O'BRIEN
400 HAMILTON AVENUE
PALO ALTO, CALIFORNIA 94301

Record

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 101307050

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231. IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE, YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. TO RECORD A DOCUMENT, THE NATURE OF CONVEYANCE MUST BE PROVIDED.

ALLYSON PURNELL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS