

06-06-2000



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To: The Commissioner of Patents and Trade

101374358

ent(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission

(Non-Recordation)

☐ Assignment

☒ Security Agreement

☐ License

☐ Nunc Pro Tunc

Assignment

Effective Date

Month Day Year

05/01/2000

Document ID#

☐ Correction of PTO Error

Reel #

Frame #

☐ Merger

☐ Corrective Document

Reel #

Frame #

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

COLHOC Limited Partnership

Execution Date
Month Day Year

04/27/2000

Formerly

☐ Individual

☐ General Partnership

☒ Limited Partnership

☐ Corporation

☐ Association

☐ Other

☒ Citizenship /State of Incorporation/Organization

Ohio

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

The Chase Manhattan Bank, as Agent

DBA/AKA/TA

Composed of

Address (line 1)

1211 Avenue of the Americas

Address (line 2)

Address (line 3)

New York

NY

10036

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

New York

06/06/2000 INCLYH 000014 150051

FOR OFFICE USE ONLY

01 PL:481

02 PL:482

01 PL:481
02 PL:482

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002083 FRAME: 0864

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

941-649-3128

Name

Joel H. Schechter, Esq.

Address (line 1)

Cummings & Lockwood

Address (line 2)

3001 Tamiami Trail North

Address (line 3)

Naples, Florida 34103

Address (line 4)

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)

75/369951

75/369952

75/370694

75/370695

75/384503

75/384505

75/384513

75/384514

75/384700

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

13

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

340.00

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:

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.

Scott D. Wofsy

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLYU.S. Department of Commerce
Patent and Trademark Office
TRADEMARK**Conveying Party**

Enter Additional Conveying Party

☐

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

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)

75/384702

75/557967

75/728141

75/819072

TRADEMARK SECURITY AGREEMENT

WHEREAS, COLHOC LIMITED PARTNERSHIP, a limited partnership organized under the laws of the State of Ohio (hereinafter referred to as the "Grantor"), owns the U.S. trademarks, trademark registrations and trademark applications listed on Schedule "A" annexed hereto; and

WHEREAS, the Grantor has agreed to grant, subject to (i) liens permitted to exist on such assets pursuant to both (A) the Credit Agreement, effective as of May 1, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, the banks (the "Banks") that are parties to the Credit Agreement, and The Chase Manhattan Bank, a banking corporation organized under the laws of the State of New York, as Book Manager and Administrative Agent (in such capacity, together with its successors in such capacity, the "Agent") for the Banks, and (B) the Security Agreement, effective as of May 1, 2000, by the Grantor in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) existing trademark licenses granted by the Grantor in the ordinary course of rights with respect to such assets, a security interest in certain assets of the Grantor to secure the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby mortgage, pledge and grant to the Agent, its successors, endorsees, transferees and assigns for the ratable benefit of the Banks, a security interest in all of the Grantor's right, title and interest in, to and under the following U.S. trademark applications and trademark registrations, whether presently existing or hereafter arising or acquired, and which is more fully described in

the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein:

(i) each U.S. trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of and symbolized by, each trademark, trademark registration and trademark application;

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration, including, without limitation, any of the foregoing referred to in Schedule A, and of any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule A, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the interest granted in the Security Agreement which is incorporated herein by reference, and of which this Trademark Security Agreement is a part. The security interest created by this Trademark Security Agreement and the rights of the Agent to enforce its rights and remedies with respect to the Collateral are subject to the rights of the NHL under the NHL Governing Documents (as such term is defined in the Credit Agreement).

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized to be effective as of the 1st day of May, 2000.

COLHOC LIMITED PARTNERSHIP

By: JMAC Hockey LLC,
Its General Partner

By: JMAC, Inc, Its Managing Member

By: Michael A. Priest
Michael A. Priest
Vice President and Chief
Financial Officer

STATE OF Ohio)
COUNTY OF Franklin) ss.

April 27, 2000

Personally appeared Michael A. Priest, the Vice President and Chief Financial Officer of JMAC, Inc., the Managing Member of JMAC Hockey LLC, which is the General Partner of COLHOC Limited Partnership, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said companies, before me.



MARY K. CHIDESTER
Notary Public, State of Ohio
My Commission Expires DEC. 15, 2001

Mary K. Chidester
Notary Public
My Commissioner Expires: 12/15/01

..sp1111:4.12.5.1 04/27/00

SCHEDULE A

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
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None.

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office <u>Serial No.</u>	<u>Filing Date</u>
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Columbus Blue Jackets	75/369951	10/08/1997
Columbus Blue Jackets	75/369952	10/08/1997
Blue Jackets	75/370694	10/09/1997
Blue Jackets	75/370695	10/09/1997
	75/384503	11/04/1997
Blue Jackets Design		
Columbus Blue Jackets Design	75/384505	11/04/1997
Blue Jackets Design	75/384513	11/04/1997
CBJ & Design	75/384514	11/04/1997
Columbus Blue Jackets Design	75/384700	11/04/1997
CBJ & Design	75/384702	11/04/1997
The Blue Jackets Zone	75/557967	09/23/1998
Stinger & Design	75/728141	06/11/1999
Blue Jacket Beat	75/819072	10/08/1999