



6.5.00

101396654

To the Honorable Commissioner of Pat.

documents or copy thereof.

1. Name of conveying party(ies):  
Lemieux Group, LP

SEP 1 - 5 PM 4:17  
 CONFIRMANCE

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

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

2. Name and address of receiving party(ies)

Name: U.S. Bank Trust National Association

Internal Address: Suite 1600

Street Address: 100 Wall Street

City: New York      State: NY      ZIP: 10005

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other National Banking Association

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: September 1, 1999

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

A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: John M. Cone

Internal Address: Akin Gump Strauss Hauer & Feld LLP

Street Address: P. O. Box 688

City: Dallas      State: TX      ZIP: 75313-0688

07/05/2000 DNGUYEN 00000045 875829

01 FC:481      40.00 DP  
 02 FC:482      400.00 DP

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41)      \$440.00

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.

John M. Cone      John M. Cone      6/2/00  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 4

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

SCHEDULE I  
TO GRANT OF SECURITY INTEREST IN U. S.  
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Application or Registration Number</u>	<u>Mark</u>
Reg. No. 875,829	PENGUINS
Reg. No. 875,830	Design (Penguin with Stick/Triangle)
Reg. No. 1,601,443	Design (Penguin with Stick)
Reg. No. 1,836,388	PENVISION and Design
Reg. No. 1,918,647	Design (Penguin/Triangle)
Reg. No. 1,959,319	PITTSBURGH STINGERS
Reg. No. 1,960,976	STINGERS
Reg. No. 2,040,741	PENS' STREET PALS
Reg. No. 2,056,247	TERRORDOME
Reg. No. 2,059,950	TERRORDOME and Design
Reg. No. 2,061,339	ICE TIME
Reg. No. 2,134,610	ICEBURGH
Reg. No. 2,136,006	Design (Mascot)
App. No. 74,107,059	Design (Penguin with Stick/Triangle)
App. No. 74/204,216	PITTSBURGH PENGUINS
App. No. 74/267,125	Design (Penguin/Triangle)
App. No. 74/446,971	PENGUINS REAL DEAL

**GRANT OF SECURITY INTEREST**  
**IN U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

WHEREAS Lemieux Group, LP, a Pennsylvania limited partnership ("Grantor") and U.S. Bank Trust National Association, a national banking association, not in its individual capacity but solely as Trustee (the "Secured Party"), are parties to that certain Amended and Restated Trademark Security Agreement dated September 1, 1999 (the "Security Agreement"), which is incorporated herein by reference;

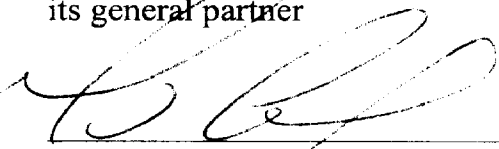
WHEREAS, said Security Agreement provides, *inter alia*, for the granting of liens on, and security interests in, certain trademark registrations and applications to register trademarks, as more fully listed in Schedule 1 to this Grant of Security Interest (the "Trademarks");

WHEREAS, it is the purpose of this document to perfect and memorialize the security interests granted to Secured Party in the Trademarks in a form suitable for recordation in the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and subject to the terms and conditions of the Security Agreement, Grantor hereby assigns and grants to Secured Party a security interest in each trademark registration or application to register a trademark described or referred to in the attached Exhibit 1. and a security interest in such goodwill as may exist with respect to the business symbolized by the respective marks of said registrations and applications.

LEMIEUX GROUP LP,  
a Pennsylvania limited partnership

By: Team Lemieux LLC,  
a Pennsylvania limited liability company,  
its general partner

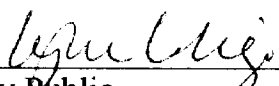
By: 

Name: Mario Lemieux  
Title: Chief Executive Officer

STATE OF PENNSYLVANIA  
  
COUNTY OF ALLEGHENY

§  
§  
§

BEFORE ME, the undersigned Notary Public, personally appeared Mario Lemieux, who being by me duly sworn stated that he is the Chief Executive Officer of Lemieux Group LP, and that he signed the foregoing document in his capacity as such and for the purpose and intent therein stated.

  
\_\_\_\_\_  
Notary Public  
CYNTHIA C. LIGO

Printed Name  
My commission expires: \_\_\_\_\_

