



To the Honorable Commissioner of Patents and Trademarks

101560676

original documents or copy thereof.

1. Name of conveying party(ies):  
Saint Paul Facilities Management, LLC *12-26-00*

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State  
 Other - Minnesota limited liability company

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

Execution Date: April 26, 2000

2. Name and address of receiving party(ies):  
 Name: BMO Nesbitt Burns Corp., agent  
 Internal Address: \_\_\_\_\_  
 Street Address: 111 West Monroe Street  
 City: Chicago State: IL ZIP: 60602

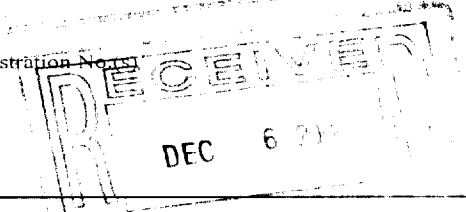
Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

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

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 see attached

B. Trademark registration No(s)  
 1,909,347

Additional numbers attached?  Yes  No



5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Joan L. Long  
 Internal Address: \_\_\_\_\_  
 Street Address: Mayer, Brown & Platt  
 P.O. Box 2828  
 City: Chicago State: IL ZIP: 60690-2828

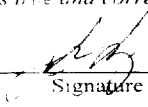
6. Total number of applications and registrations involved: 28

7. Total fee (37 CFR 3.41) \$715.00  
 Enclosed  
 Authorized to be charged to deposit account any additional fees

8. Deposit account number:  
13-0019  
 (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.*

Joan L. Long  11/30/00  
 Name of Person Signing Signature Date  
 (00615383-zgb)

Total number of pages comprising cover sheet: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information:

12/22/2000 MTHA11 00000309 75367406  
 01 FC:481 40.00 DP  
 02 FC:482 675.00 DP

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

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2 1000C, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

CONTINUATION OF ITEM 4  
OF THE TRADEMARK RECORDATION COVER SHEET

4A.

75/367,406

75/367,437

75/367,439

75/368,020

75/392,300

75/392,360

75/415,843

75/415,918

75/441,359

75/470,561

75/470,562

75/470,563

75/480,133

75/621,525

75/621,526

75/621,955

75/648,286

75/648,287

75/674,143

75/674,144

1052059.1 112900 1211C 00615383

75/759,851

75/760,828

75/880,651

75/977,377

75/977,397

76/029,248

76/047,620

1052059.1 112900 1211C 0061538

**TRADEMARK**  
**REEL: 002199 FRAME: 0313**

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") dated as of April 26, 2000 is among SAINT PAUL FACILITIES MANAGEMENT, LLC (the "Debtor"), a Minnesota limited liability company, and BMO NESBITT BURNS CORP., as agent (herein, in such capacity, together with its successors and assigns in such capacity, called the "Agent").

### WITNESSETH:

WHEREAS, Minnesota Hockey Ventures Group, LP ("MHVG"), a Minnesota limited partnership, the Debtor and Saint Paul Arena Company, LLC, a Minnesota limited liability company, have entered into a Credit Agreement dated as of April 26, 2000 (as the same may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement") with Fairway Finance Corporation, a Delaware Corporation (the "Lender") and the Agent and certain other parties; and

WHEREAS, as a condition to the making of any Loan, advance or other financial accommodation by the Secured Parties to the Debtor under the Credit Agreement, the Debtor is required to execute and deliver this agreement;

NOW, THEREFORE, in consideration of any loan or other financial accommodation now or hereafter made to the Debtor by the Secured Parties and for other good and valuable consideration, the parties hereto agree as follows:

SECTION 1. Definitions. When used herein, (a) the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commodity Account, Commodity Contract, Deposit Account, Document, Equipment, Fixture, Goods, Instrument, Inventory, Investment Property, Security, Securities Account, Security Entitlement and Uncertificated Security have the respective meanings assigned thereto under the UCC (as defined below); (b) capitalized terms used but not defined have the meanings assigned to such terms in the Credit Agreement; and (c) the following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

Agent - see Preamble.

Agreement - see Preamble.

Collateral means all property and rights of the Debtor in which a security interest is granted hereunder

Computer Hardware and Software means all of the Debtor's rights (including, without limitation, rights as licensee and lessee) with respect to (i) all computer and other electronic data

processing hardware, including, without limitation, all integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware; (ii) all software programs, designed for use on the computers and electronic data processing hardware described in clause (i) above, including, without limitation, all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) all firmware associated therewith; and (iv) all documentation for such hardware, software and firmware described in the preceding clauses (i), (ii) and (iii) above, including, without limitation, flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

Contract Right means any right of the Debtor to payment under a contract for the sale or lease of goods or the rendering of services, which right is at the time not yet earned by performance.

Credit Agreement - see Recitals

Debtor - see Preamble.

Default means (i) any Default under the Credit Agreement, (ii) any warranty of the Debtor herein is untrue or misleading in any material respect and, as a result thereof, the Agent's security interest in any material portion of the Collateral is not perfected or the Agent's rights and remedies with respect to any material portion of the Collateral is materially impaired or otherwise materially adversely affected.

General Intangibles means all of the Debtor's "general intangibles" as defined in the UCC and, in any event, includes (without limitation) all of the Debtor's Intellectual Property, licenses, franchises, tax refund claims, guarantee claims, security interests and rights to indemnification.

Intellectual Property means all, past, present and future: trade secrets and other proprietary information; customer lists; trademarks, service marks, business names, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon throughout the world; copyrights (including, without limitation, copyrights for computer programs) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing set forth in this definition and income therefrom; mask works; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations,

embodiments or incorporations of any of the foregoing set forth in this definition; the right to sue for all past, present and future infringements of any of the foregoing set forth in this definition; and all common law and other rights throughout the world in and to all of the foregoing set forth in this definition.

Liabilities means all obligations of the Debtor to the Secured Parties, the Agent and others which arise out of or in connection with the Credit Agreement and the other Loan Documents; in each case, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

Non-Tangible Collateral means the Debtor's Accounts, Contract Rights, General Intangibles, Arena Revenue Contracts and Operating Contracts.

UCC means the Uniform Commercial Code as in effect in the State of New York from time to time.

SECTION 2. Grant of Security Interest. As collateral security for the due and punctual performance and payment of all Liabilities, the Debtor hereby collaterally assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a continuing security interest in, the following, whether now or hereafter existing, owned, licensed, leased, consigned, arising or acquired:

All of the Debtor's right, title and interest in, to and under:

- (i) Arena Revenue Contracts (including, without limitation, all rights of the Debtor arising from time to time to receive payment thereunder)
- (ii) Accounts;
- (iii) Chattel Paper;
- (iv) Computer Hardware and Software and all rights with respect thereto, including, without limitation, all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and all substitutions, replacements, additions or model conversions of any of the foregoing;
- (v) Contract Rights;
- (vi) Deposit Accounts;
- (vii) Documents;

- (viii) General Intangibles (including, without limitation, any rights of the Debtor arising from time to time to receive payment under a billing to a person or other entity representing such person's or entity's obligation to reimburse the Debtor for indebtedness paid or to be paid by the Debtor for the account of such person or entity);
- (ix) Goods (including, without limitation, all its Equipment, Fixtures and Inventory), and all accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (x) Instruments;
- (xi) Intellectual Property;
- (xii) Investment Property (including Commodity Accounts, Commodity Contracts, Securities (whether Certificated Securities or Uncertificated Securities), Security Entitlements and Securities Accounts);
- (xiii) money (of every jurisdiction whatsoever);
- (xiv) Operating Contracts (including, without limitation, any and all rights under such Operating Contracts);
- (xv) Wild Loan and the related security interest in the Franchise and the Wild Note.
- (xvi) the Letter of Credit; and
- (xvii) to the extent not included in the foregoing, other personal property of any kind or description;

together with all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to any of the foregoing, and all proceeds, products, offspring, rents, issues, profits, distributions on, rights arising out of, returns of and from, and any and all claims and/or insurance payments arising out of the loss, nonconformity or interference with the use of, defects or infringements of rights in, or damage to, any of the foregoing.

SECTION 3. Representations and Warranties. The Debtor represents and warrants to the Agent that: (i) no financing statement covering any of the Collateral (except with respect to Permitted Liens) has been signed by the Debtor or is on file in any public office; (ii) the Debtor is and will be the lawful owner of all of the Collateral, free of all liens and claims whatsoever (except for Permitted Liens); (iii) all information with respect to the Collateral and the Obligors

set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by the Debtor to the Agent or the Lender and all other written information heretofore or hereafter furnished by the Debtor to the Agent or the Lender, is and will be true and correct in all material respects as of the date furnished; (iv) Schedule I accurately sets forth the Debtor's true legal name as registered in the jurisdiction in which the Debtor is organized or incorporated, state of organization or incorporation, tax identification number, the address of the location of the records of the Debtor concerning Non-Tangible Collateral, the address of the Debtor's chief executive office, and all locations at which the Debtor's goods are located; (v) none of the Collateral (other than Non-Tangible Collateral) has, within the four months preceding the date of this Agreement, located at any place other than the Debtor's own premises at the address(es) shown on Schedule I hereto; (vi) the Debtor is not now known and has not, during the previous four months, previously been known by any trade name except as disclosed on Schedule III hereto (and, during the period prior to the date which is four months prior to the date hereof, except as disclosed on Schedule III hereto, the Debtor has not been known by any trade name); (vii) except as disclosed on Schedule III hereto, during the past four months, the Debtor has not been known by any legal name different from the one set forth on the signature page of this Agreement, nor has the Debtor been the subject of any merger or other corporate reorganization (and, to the best of the Debtor's knowledge, during the period prior to the date which is four months prior to the date hereof, except as disclosed on Schedule III hereto, the Debtor has not been known by any legal name different from the one set forth on the signature page of this Agreement, nor has the Debtor been the subject of any merger or other corporate reorganization); (viii) Schedule II hereto is a complete listing of all of the Debtor's Intellectual Property which is subject to registration statutes; (ix) the Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of the state of its incorporation; (x) the execution and delivery of this Agreement and the performance by the Debtor of its obligations hereunder are within the Debtor's corporate powers, have been duly authorized by all necessary corporate action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any material provision of law or of the limited liability company agreement of the Debtor or of any material agreement, indenture, instrument or other document, or any material judgment, order or decree, which is binding upon the Debtor; (xi) this Agreement is a legal, valid and binding obligation of the Debtor, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency or similar laws affecting creditors' rights generally and by equitable principles relating to enforceability; (xii) to the knowledge of the Debtor, all of the Intellectual Property is subsisting and none has been adjudged invalid or unenforceable, in whole or in part; and (xiii) except as set forth in the Credit Agreement, to the best of the Debtor's knowledge all of the Intellectual Property is valid and enforceable and, in the case of the patents and patent applications included in the Intellectual Property, the Debtor has notified the Agent in writing of all prior uses (including public uses and sales) of which it is aware.

SECTION 4. Processing, Sale, Collections, etc. Until such time as a Default shall have occurred and be continuing and the Agent shall have notified the Debtor of the revocation of



such power and authority, the Debtor (or the Servicer on behalf of the Debtor) (i) may, in the ordinary course of its business, at its own expense, sell, lease or furnish under contracts of service any of the Inventory normally held by the Debtor for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by the Debtor for such purpose, and (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Non-Tangible Collateral, including the taking of such action with respect to such collection as the Agent may reasonably request or, in the absence of such request, as the Debtor may deem advisable. The Agent may, at any time a Default has occurred and is continuing, whether before or after any revocation of such power and authority or the maturity of any of the Liabilities, notify any parties obligated on any of the Non-Tangible Collateral to make payment to the Agent of any amounts due or to become due thereunder and enforce collection of any of the Non-Tangible Collateral by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby. Upon request of the Agent at any time a Default has occurred and is continuing, the Debtor will, at its own expense, notify any party obligated on any of the Non-Tangible Collateral to make payment to the Agent of any amounts due or to become due thereunder.

Upon request of the Agent at any time a Default has occurred and is continuing, the Debtor will forthwith, upon receipt, transmit and deliver to the Agent, in the form received, all cash, checks, drafts, chattel paper and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by the Agent) which may be received by the Debtor at any time in full or partial payment or otherwise as proceeds of any of the Collateral. Except as the Agent may otherwise consent in writing, any such items which may be received by the Debtor after such request by the Agent will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for the Agent until delivery is made to the Agent. The Debtor will comply with the terms and conditions of any consent given by the Agent pursuant to the foregoing sentence.

All items or amounts which are delivered by the Debtor to the Agent (or collected directly by the Agent, as the case may be) shall be applied in accordance with the terms of the Credit Agreement. Amounts deposited in the Lock-box Account may only be withdrawn in accordance with the Lock-box Agreement. At any time a Default has occurred and is continuing, but subject to Section 8.2(c) of the Credit Agreement, the Agent may, from time to time, in its discretion, apply all or any of the then balance, representing collected funds, in the Lock-box Account toward payment of the Liabilities, whether or not then due, in such order of application as the Agent may from time to time elect, and the Agent may, from time to time, in its discretion, release all or any of such balance to the Debtor.

The Agent is authorized to endorse, in the name of the Debtor, any item, howsoever received by the Agent, representing any payment on or other proceeds of any of the Collateral.

**SECTION 5. Certificates, Schedules and Reports.** The Debtor will, from time to time, as the Agent may reasonably request, deliver to the Agent such schedules, certificates and reports with respect to all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by the Debtor in full or partial payment or otherwise as proceeds of any of the Collateral. Any such schedule, certificate or report shall be executed by a duly authorized officer of the Debtor and shall be in such form and detail as the Agent may reasonably specify. The Debtor shall immediately notify the Agent of the occurrence of any event causing any material loss or depreciation in the value of the Collateral, and such notice shall specify the amount of such loss or depreciation.

**SECTION 6. Agreements of the Debtor.** The Debtor (i) will, upon request of the Agent, execute such Uniform Commercial Code financing statements and other documents (including, without limitation, any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), and pay the cost of filing or recording the same or this Agreement in all public offices deemed necessary or appropriate by the Agent and do such other acts and things (including, without limitation, delivery to the Agent of any Instruments or Certificated Securities which constitute Collateral), all as the Agent may from time to time reasonably request to establish and maintain a valid, perfected security interest in the Collateral (free of all other liens, claims and rights of third parties whatsoever) to secure the performance and payment of the Liabilities; (ii) hereby authorizes the Agent to file such financing statements and other documents without its signature (to the extent allowed by applicable law); (iii) except to the extent permitted under Section 6.1(f) of the Credit Agreement, shall not maintain any place of business or keep any of its Goods or other Collateral at any location other than the address(es) shown on Schedule I hereto; (iv) shall not change its state of organization or incorporation, or its name, identity or corporate structure such that any financing statement filed to perfect the Agent's interests under this Agreement would become seriously misleading, unless the Debtor shall have given the Agent not less than 10 days' prior notice of such change (provided that this Section 6 shall not be deemed to authorize any change or transaction prohibited under the Credit Agreement); (v) will keep, at its address so indicated on Schedule I hereto, its records concerning Non-Tangible Collateral, which records will be of such character as will enable the Agent or its designees to determine at any time the status thereof; (vi) furnish the Agent such information concerning the Debtor and the Collateral and the Obligors as the Agent may from time to time reasonably request; (vii) at any time and from time to time during regular business hours, the Debtor shall permit the Agent, or its agents or representatives: (A) to examine and make copies of and abstracts from all books, records and documents (including computer tapes and disks) relating to the Collateral (including the Arena Revenue Contracts and the Franchise) in the possession or under the control of the Debtor and (B) to visit the offices and properties of the Debtor for the purpose of examining such materials described in clause (A), and to discuss matters relating to the Collateral with any of the officers or employees of the MHVG Parties having knowledge of such matters, and (ii) without limiting clause (A), from time to time on request of the Agent (given not more than once in each calendar year so long as no Default shall exist), permit certified public accountants or other auditors

acceptable to the Agent to conduct, at the Debtor's expense, a review of the Debtor's books and records; (viii) at all times keep all its Goods insured in the manner required by the Credit Agreement; (ix) take such actions as are reasonably necessary to keep its Inventory in good repair and condition; (x) take such actions as are reasonably necessary to keep its Equipment in good repair and condition and in good working or running order; (xi) promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods (as applicable) (or make appropriate reserves for such amounts as are being diligently contested in good faith by appropriate proceedings); (xii) upon request of the Agent, cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of the Agent in the Equipment covered thereby; and (xiii) reimburse the Agent for all expenses, including reasonable attorneys' fees and legal expenses, incurred by the Agent in connection with the administration of this Agreement and in enforcing its rights hereunder and, during the continuance of a Default, in seeking to collect or enforce any rights under the Collateral and incurred by the Agent and the Secured Parties in seeking to collect any of the Liabilities. Any expenses incurred in protecting, preserving and maintaining any of the Collateral shall be borne by the Debtor. Whenever a Default shall be existing, the Agent shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event the Debtor shall at the request of the Agent do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Debtor shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Section 6. Notwithstanding the foregoing, the Agent shall have no obligation or liability regarding the Collateral or any thereof by reason of, or arising out of, this Agreement.

Without limiting clause (i) of the immediately preceding paragraph, the Debtor shall, forthwith upon obtaining any application, registration or filing or filing of patents, trademarks or copyrights in the U.S. Patent and Trademark Office or Copyright Office, execute and deliver to the Agent a Patent Security Agreement, a Trademark Security Agreement and a Copyright Security Agreement, as applicable, in the forms of Exhibits A, B, and C hereto.

**SECTION 7. Default.** Whenever a Default shall be existing, the Agent may (subject to Section 8.2(c) of the Credit Agreement) exercise from time to time any and all rights or remedies available to it hereunder, under the Credit Agreement or under the UCC or any other applicable law. The Debtor agrees, in case of Default, at Agent's request (i) to assemble, at its expense, all its Inventory and other Goods (other than Fixtures) at a convenient place or places acceptable to the Agent, and (ii) to execute all such documents and do all such other things which may be necessary or desirable in order to enable the Agent or its nominee to be registered as owner of the Intellectual Property with any competent registration authority.

Notice of the intended disposition of the Collateral may be given by first-class mail, hand-delivery (through a delivery service or otherwise), facsimile or E-mail, and shall be deemed to have been "sent" upon deposit in the U.S. Mails with adequate postage properly

affixed, upon delivery to an express delivery service or upon the electronic submission through telephonic or Internet services, as applicable. The Debtor hereby agrees and acknowledges that (x) with respect to collateral that is: (A) perishable or threatens to decline speedily in value or (B) is of a type customarily sold on a recognized market (including but not limited to Investment Property), no notice of disposition need be given; and (y) with respect to Collateral not described in clause (x) of this Section 7, notification sent after default and ten days before any proposed disposition provides notice within a reasonable time before disposition.

The Debtor hereby agrees and acknowledges that a commercially reasonable disposition of rights under the Operating Contracts, Inventory, Equipment, Computer Hardware and Software or Intellectual Property may be by lease or license of, in addition to the sale of, such Collateral. The Debtor further agrees and acknowledges that a disposition (i) made in the usual manner on any recognized market, (ii) a disposition at the price current in any recognized market at the time of disposition or (iii) a disposition in conformity with reasonable commercial practices among dealers in the type of property subject to the disposition shall, in each case, be deemed commercially reasonable.

Any cash proceeds of any disposition by the Agent of any of the Collateral shall be applied by the Agent to payment of expenses in connection with the Collateral, including reasonable attorneys' fees and legal expenses, and thereafter to the payment of any and all of the Liabilities in such order of application as the Agent may from time to time elect, and thereafter any surplus will be paid to the Debtor. The Agent need not apply or pay over for application noncash proceeds of collection and enforcement unless (i) the failure to do so would be commercially unreasonable and (ii) the Debtor has provided the Agent with a written demand to apply or pay over such noncash proceeds on such basis.

SECTION 8. Termination The Debtor agrees that its agreements hereunder shall (notwithstanding, without limitation, that at any time or from time to time all Liabilities may have been paid in full), terminate only when all Liabilities (including, without limitation, any extensions or renewals of any thereof) other than contingent indemnification Liabilities not then existing shall have been finally paid in full in cash and all other obligations of the Debtor hereunder and under the Credit Agreement and the other Loan Documents have been fully paid and performed and all Commitments have been terminated, at which time the Agent shall execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence the termination of the security interest hereunder and the reversion of all rights to the Collateral to the Debtor. Any such reversion shall be without recourse upon or representation or warranty by the Agent and any such execution and delivery shall be at the sole cost and expense of the Debtor.

SECTION 9. Miscellaneous Provisions. The Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as the Debtor requests in writing, but failure of the Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care,

and no failure of the Agent to preserve or protect any right with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

Any notice from the Agent to the Debtor shall be delivered to the address of the Debtor set forth on the signature page hereto or at such other address as the Debtor may, by written notice received by the Agent, have designated as its address for notices, in accordance with Section 11.2 of the Credit Agreement.

No delay on the part of the Agent in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

Section captions used in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York applicable to contracts made and to be performed entirely in such State (except to the extent that perfection, the effect of perfection or nonperfection, or the priority of the security interests granted hereunder may be determined in accordance with the Uniform Commercial Code of a different jurisdiction in accordance with New York law). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

This Agreement shall be binding upon the Debtor and the Agent and their respective successors and assigns, and shall inure to the benefit of the Debtor, the Secured Parties and the Agent and the respective successors and assigns of the Secured Parties and the Agent.

At the option of the Agent, this Agreement, or a carbon, photographic or other reproduction of this Agreement or of any Uniform Commercial Code financing statement covering the Collateral or any portion thereof shall be sufficient as a Uniform Commercial Code financing statement and may be filed as such.

The Debtor shall be liable under this Agreement for the maximum amount of liability that can be hereby incurred without rendering the obligations of the Debtor under this Agreement

voidable under applicable law relating to fraudulent conveyance or fraudulent transfer (plus all reasonable costs and expenses incurred by the Agent in enforcing this Agreement) and not for any greater amount.

**THE DEBTOR HEREBY IRREVOCABLY: (a) SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF NEW YORK OR UNITED STATES FEDERAL COURTS SITTING IN MANHATTAN, NEW YORK CITY, NEW YORK, OVER ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENT, (b) AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH STATE OR UNITED STATES FEDERAL COURT, (c) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING, (d) IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS TO SUCH PERSON AT ITS ADDRESS SPECIFIED IN ACCORDANCE WITH SECTION 11.2 OF THE CREDIT AGREEMENT, (e) AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS SECTION SHALL AFFECT ANY PARTY'S RIGHT TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING ANY ACTION OR PROCEEDING AGAINST ANY PARTY OR ITS RESPECTIVE PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.**

**EACH PARTY HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR THAT MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, AND AGREES THAT: (a) ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY AND (b) ANY PARTY HERETO (OR ANY ASSIGNEE OR THIRD PARTY BENEFICIARY OF THIS AGREEMENT) MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY OR PARTIES HERETO TO WAIVER OF ITS OR THEIR RIGHT TO TRIAL BY JURY.**


[SIGNATURES BEGIN ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

**SECURED PARTY**

BMO NESBITT BURNS CORP., as Agent

  
By: JAMES P. WALSH  
Title: MANAGING DIRECTOR

  
JEFFREY J. PAULINO  
MANAGING DIRECTOR

20th Floor East  
111 West Monroe Street  
Chicago, Illinois 60603  
Attention: Pete Walsh  
Telephone: (312) 461-2332  
Facsimile: (312) 293-4908

**DEBTOR**

SAINT PAUL FACILITIES  
MANAGEMENT LLC

  
By: Martha Fuller  
Title: Chief Financial Officer

444 Cedar Street, Suite 900  
St. Paul, Minnesota 55101  
Attention: President  
Telephone: (651) 222-9453  
Facsimile: (651) 222-1055

SCHEDULE I - BUSINESS LOCATIONS AND LOCATION OF COLLATERAL

A. Addresses of Chief Executive Offices and Locations of Records Concerning Non-Tangible Collateral

444 Cedar Street, Suite 900  
Saint Paul, Minnesota 55101

B. Other Locations of Goods

Arena  
199 Kellogg Blvd. West  
Saint Paul, Minnesota 55102

Gage Marketing  
5130 Industrial St.  
Maple Plain, Minnesota 55359

C. Legal Name: Saint Paul Facilities Management, LLC

D. State of Organization: Minnesota

E. Federal Identification Number: 41-1970522



SCHEDULE II - INTELLECTUAL PROPERTY

None.

12683246

**TRADEMARK**  
**REEL: 002199 FRAME: 0327**

SCHEDULE III - ASSUMED AND FORMER NAMES

NS/T, LLC

Arena Management, LLC

Saint Paul Arena Management, LLC

None of which have been used in the past four months.

FORM OF  
PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of April \_\_, 2000, is by SAINT PAUL FACILITIES MANAGEMENT, LLC, a Minnesota limited liability company (the "Grantor"), in favor of BMO NESBITT BURNS CORP. in its capacity as agent for the Secured Parties referred to below (the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of April \_\_, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lender and the Agent;

WHEREAS, the Grantor has also executed a Security Agreement, dated as of April \_\_, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent;

WHEREAS, the obligations of the Grantor under the Credit Agreement are to be secured pursuant to this Agreement and the Security Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement 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, the Grantor hereby assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a continuing security interest in Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Patent Collateral"): all patent applications and patents (including without limitation those listed on Schedule I hereto), all reissues, divisions, continuations, extensions, renewals and continuations-in-part of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including without limitation license royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all common law and other rights corresponding thereto throughout the world in and to all the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent on behalf of the Secured Parties in the Patent 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 Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Secured Parties under the Credit Agreement, the Agents shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Patent 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 therein.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the day and year first above written.

SAINT PAUL FACILITIES  
MANAGEMENT, LLC

\_\_\_\_\_  
By:  
Title:

444 Cedar Street, Suite 900  
St. Paul, Minnesota 55101

Attention: \_\_\_\_\_  
Telephone: (651) \_\_\_\_\_  
Facsimile: (651) \_\_\_\_\_

ISSUED PATENTS

COUNTRY	TITLE	CO. NAME HELD IN	PATENT/SERIAL NO.	ISSUE DATE
---------	-------	------------------	-------------------	------------

PENDING PATENT APPLICATIONS

COUNTRY	TITLE	CO. NAME HELD IN	PATENT/SERIAL NO.	FILING DATE
---------	-------	------------------	-------------------	-------------

12683746

FORM OF TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 26, 2000, is by SAINT PAUL FACILITIES MANAGEMENT, LLC, a Minnesota limited liability company (the "Grantor"), in favor of BMO NESBITT BURNS CORP. in its capacity as agent for the Secured Parties referred to below (the "Agent").

W I T N E S S E T H:

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of April \_\_, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lender and the Agent;

WHEREAS, the Grantor has also executed a Security Agreement, dated as of April \_\_, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent;

WHEREAS, the obligations of the Grantor under the Credit Agreement are to be secured pursuant to this Agreement and the Security Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement 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, the Grantor hereby assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a continuing security interest in Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Trademark Collateral"): all trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers and the goodwill of the business relating thereto and all registrations or applications for registration which have heretofore been or may hereafter be issued or filed thereon and all renewals thereof throughout the world (including, without limitation, those listed on Schedule I hereto), all reissues, divisions, continuations, extensions, renewals and continuations in part of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including without limitation license royalties and proceeds of infringement suits), the

right to sue for all past, present or future infringements of any of the foregoing and all common law and other rights corresponding thereto throughout the world in and to all the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent on behalf of the Secured Parties 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 Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Secured Parties under the Credit Agreement, the Agents shall, at the Grantor's expense, execute and deliver to the Grantor 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 Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent 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 therein.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the day and year first above written.

SAINT PAUL FACILITIES  
MANAGEMENT, LLC

\_\_\_\_\_  
By:  
Title:

444 Cedar Street, Suite 900  
St. Paul, Minnesota 55101  
Attention: \_\_\_\_\_  
Telephone: (651) \_\_\_\_\_  
Facsimile: (651) \_\_\_\_\_

TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

MARK	TITLE	CO. NAME HELD IN	PATENT/SERIAL NO.	ISSUE DATE
------	-------	------------------	-------------------	------------

PENDING TRADEMARKS AND SERVICE MARK APPLICATIONS

MARK	TITLE	CO NAME HELD IN	PATENT/SERIAL NO	FILING DATE
------	-------	-----------------	------------------	-------------

12683246



FORM OF  
COPYRIGHT SECURITY AGREEMENT

This COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of April \_\_, 2000, is by SAINT PAUL FACILITIES MANAGEMENT, LLC, a Minnesota limited liability company (the "Grantor"), in favor of BMO NESBITT BURNS CORP. in its capacity as agent for the Secured Parties referred to below (the "Agent").

WITNESSETH:

WHEREAS, the Grantor has entered into a Credit Agreement, dated as of April \_\_, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Lender and the Agent;

WHEREAS, the Grantor has also executed a Security Agreement, dated as of April \_\_, 2000 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), with the Agent;

WHEREAS, the obligations of the Grantor under the Credit Agreement are to be secured pursuant to this Agreement and the Security Agreement; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement 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, the Grantor hereby assigns to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a continuing security interest in Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "Copyright Collateral"): all copyrights (including, without limitation, copyrights for computer programs) and copyright registrations or applications for registration which have heretofore been or may hereafter be issued or filed, including all renewals thereof throughout the world (including, without limitation those listed on Schedule I hereto) and all tangible property embodying the copyrights, all reissues, divisions, continuations, extension, renewals and continuations-in-part of any of the foregoing, and all proceeds of, and rights associated with, the foregoing (including without

limitation license royalties and proceeds of infringement suits), the right to sue for all past, present or future infringements of any of the foregoing and all common law and other rights corresponding thereto throughout the world in and to all the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent on behalf of the Secured Parties in the Copyright Collateral with the United States Copyright 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 Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments of the Secured Parties under the Credit Agreement, the Agents shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Copyright Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Copyright 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 therein.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the day and year first above written.

SAINT PAUL FACILITIES  
MANAGEMENT, LLC

\_\_\_\_\_  
By:  
Title:

444 Cedar Street, Suite 900  
St. Paul, Minnesota 55101  
Attention: \_\_\_\_\_  
Telephone: (651) \_\_\_\_\_  
Facsimile: (651) \_\_\_\_\_

COPYRIGHTS

REGISTERED COPYRIGHTS

COPYRIGHT NAME	REGISTRATION NO.	ISSUE DATE	COUNTRY	CO. NAME HELD IN
----------------	------------------	------------	---------	------------------

PENDING APPLICATIONS FOR COPYRIGHT REGISTRATION

COPYRIGHT NAME	REGISTRATION NO.	ISSUE DATE	COUNTRY	CO. NAME HELD IN
----------------	------------------	------------	---------	------------------

17683246

to

TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

MARK	TITLE	CO NAME HELD IN	PATENT/SERIAL NO.	ISSUE DATE
------	-------	-----------------	-------------------	------------

PENDING TRADEMARKS AND SERVICE MARK APPLICATIONS

MARK	TITLE	CO NAME HELD IN	PATENT/SERIAL NO.	FILING DATE
------	-------	-----------------	-------------------	-------------

12699341 00615383

FROM LEONARD STREET AND DEINARD

(TUE) 11. 7' 00 15:14/ST. 15:10/NO. 4260433061 P 15

SCHEDULE I  
to  
Trademark Security Agreement

WILD

TRADEMARKS

REGISTERED TRADEMARKS AND SERVICE MARKS

MARK	TITLE	CO. NAME HELD IN	PATENT/SERIAL NO.	ISSUE DATE
------	-------	------------------	-------------------	------------

*See Attached Schedule*

PENDING TRADEMARKS AND SERVICE MARK APPLICATIONS

MARK	TITLE	CO. NAME HELD IN	PATENT/SERIAL NO.	FILING DATE
------	-------	------------------	-------------------	-------------

*See Attached Schedule*

1289141

# Minnesota Wild Hockey Club, LP Trademark Applications and Registrations November 7, 2000

Trademark	Appl./Reg. No.	Filing/Reg. Date	Inter. Class Goods/Services	Present Status
MINNESOTA WILD Canadian Application	85937300	22-Oct-1997	Clothing, namely, bandannas, beach coverups, bells, body suits, boxer shorts, caps cloth bbs, coels, dresses, ear muffs, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, militens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shirts, shorts skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, t-shirts, ties, toques, underwear, vests, warm-up suits and wristbands, footwear, slippers, elbow pads, shin pads, knee pads, protective headgear, namely helmets and face masks, protective gloves and other sporting equipment; buttons, coffee mugs, drinking glasses, lampshades, pennants, towels, disposable lighters, garbage cans and playing cards, plastic license plates, sports bags, knapsacks, wallets, and key chains, pre-recorded videotapes; posters; photos; signs; sticker packs and albums; trading cards and albums; book covers; book marks; decals; bumper stickers and paper door knob hanger signs; toys and games; video game cartridges, motion picture films, magazines, books, booklets, printed schedules, decals.	Canadian Application Pending. Application approved on 18-Jan-2000.
WILD Canadian Application	85937400	22-Oct-1997	Clothing, namely, caps, cloth bibs, hats, headbands, jackets, jerseys, mittens, nightshirts, pajamas, pants, scarves, shirts, shorts, socks, sweaters, sweatpants, sweatshirts, t-shirts, vests, warm-up suits and wristbands, and printed publications, namely book covers, book marks, magazines, books, booklets, and printed schedules.	Canadian Application Pending. Application approved on 18-Jan-2000.

Trademark	Appl./Reg. No.	Filing/Reg. Date	Inter. Class Goods/Services	Present Status
WILD Canadian Application	86130800	12-Nov-1997	Footwear, slippers, elbow pads, shin pads, knee pads, protective headgear, namely, helmets and face masks, protective gloves and other sporting equipment; builions, coffee mugs, drinking glasses, lampshades, pennants, towels, disposable lighters, garbage cans and playing cards, plastic license plates, sports bags, knapsacks, wallets, and key chains, pre-recorded videotapes; posters; photos; signs; sticker packs and albums; trading cards and albums; decals; bumper stickers and paper door knob hanger signs; toys and games; video game cartridges, motion picture films, and decals.	Canadian Application Pending. Application opposed by Canadian Wildlife Federation (opposition filed on 29-Dec-1998).
MINNESOTA WILD and Design Canadian Application	87623400	24-Apr-1998		Canadian Application Pending.
WILD ABOUT YOUTH Minnesota Registration WYLD	28,164  74/461,888 1,909,347	15-Jan-1999  22-Nov-1983 01-Aug-1995	Class 41: Entertainment and education services, namely, promoting the growth of amateur hockey  Class 25: Athletic, casual, and outdoor clothing; namely, shorts, T-shirts, sweatshirts, sweatpants, hats, swimwear, jackets, bandannas, socks, polo shirts, jerseys. Dates of First Use: 01-Jul-1994	Minnesota Registered. Must renew Minnesota State Registration before 15-Jan- 2009.  Registered on 01-Aug-1995. Must file Section 8&15 Affidavits between 01-Aug- 2000 and before 01-Aug-2001.  Published for opposition on 27- Oct-1998. Minnesota Specialty Crops, Inc. filed Notice of Opposition with TTAB on 15- Jun-1999 (Opposition No. 115,009).
WILD	75/367,408	03-Oct-1997	Classes 25 and 41: Clothing consisting of hockey game exhibition merchandise, namely, bandannas, beach coverups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, ear muffs, footwear, gloves, hats, headbands, hostery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, T-shirts, ties, togues, underwear, vests, warm-up suits and wristbands (Class 25); and entertainment services, namely, providing professional hockey exhibitions (Class 41).	Pending Notice of Allowance issued on 24-Nov-1998. Must file 4 <sup>th</sup> Extension Request before 24-Nov-2000.
WILD	75/367,437	03-Oct-1997	41: Entertainment services, namely, providing professional hockey exhibitions.	

193A7004

2

Trademark	Appl./Reg. No.	Filing/Reg. Date	Inter. Class Goods/Services	Present Status
MINNESOTA WILD	75/367,439	03-Oct-1997	Class 25: Clothing, namely, bandannas, beach coverups, belts, body suits, boxer shorts, cloth bibs, coats, dresses, ear muffs, footwear, gloves, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shorts, skirts, socks, suits, sun visors, suspenders, sweatpants, swimsuits, swim trunks, ties, togues, underwear, vests, warm-up suits and wristbands. Class 41: Entertainment services, namely, providing professional hockey exhibitions.	Published for opposition on 17-Nov-1998. Minnesota Specialty Crops, Inc. filed Notice of Opposition with TTAB on 15-Jun-1999 (Opposition No. 115,009).
MINNESOTA WILD	75/368,020	03-Oct-1997	Class 25: Clothing, namely, bandannas, beach coverups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, ear muffs, footwear, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, T-shirts, ties, togues, underwear, vests, warm-up suits and wristbands; Class 41: entertainment services, namely, providing professional hockey exhibitions.	Pending. Notice of Allowance issued on 16-Mar-1999. Must file 4 <sup>th</sup> Extension Request before 16-Mar-2001.
HOCKEY COUNTRY	75/392,300	18-Nov-1997	Class 25: Clothing, namely, bandannas, beach coverups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, ear muffs, footwear, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, T-shirts, ties, togues, underwear, vests, warm-up suits and wristbands; Class 41: entertainment services, namely, providing professional hockey exhibitions.	Pending. Notice of Allowance issued on 19-Jan-1999. Must file 4 <sup>th</sup> Extension Request before 19-Jan-2001.
HOCKEY COUNTRY USA	75/392,360	18-Nov-1997	Class 25: Clothing, namely, bandannas, beach coverups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, ear muffs, footwear, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swim trunks, T-shirts, ties, togues, underwear, vests, warm-up suits and wristbands; Class 41: entertainment services, namely, providing professional hockey exhibitions.	Pending. Notice of Allowance issued on 19-Jan-1999. Must file 4 <sup>th</sup> Extension Request before 19-Jan-2001.
ANSWER THE CALL	75/415,843	09-Jan-1998	Class 41: Entertainment in the nature of hockey games.	Pending. Notice of Allowance issued on 23-Mar-1999. Must file 4 <sup>th</sup> Extension Request before 23-Mar-2001.

1936789v1



Trademark	Appl/Reg. No.	Filing/Reg. Date	Inter. Class Goods/Services	Present Status
ANSWER THE CALL	75/415,918	09-Jan-1998	Class 25: Clothing, namely, bandannas, beach cover-ups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, ear muffs, footwear, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rain wear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, T-shirts, ties, toques, underwear, vests, warm-up suits and wristbands. Class 36: Credit card services. Dates of First Use: 06-Mar-1998	Pending. Notice of Allowance issued on 26-Jan-1999. Must file 4 <sup>th</sup> Extension Request before 26-Jan-2001.
MINNESOTA WILD	75/441,359	26-Feb-1998		Published for opposition on 03-Mar-1999. Minnesota Specialty Crops, Inc. filed Notice of Opposition with TTAB on 15-Jun-1999 (Opposition No. 115,009).
MINNESOTA WILD and Design	75/470,561	20-Apr-1998	Class 25: Clothing, namely, caps, coats, hats, jackets, shirts, sweaters, sweatshirts, and T-shirts Dates of First Use: 22-Jan-1996	Pending. Action on application suspended on 22-Jul-1999 by applications filed by Minnesota Specialty Crops.
MINNESOTA WILD and Design	75/470,562	20-Apr-1998	Class 25: Clothing, namely, bandannas, beach coverups, belts, body suits, boxer shorts, cloth bibs, dresses, ear muffs, footwear, gloves, headbands, hosiery, housecoats, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shorts, skirts, socks, suits, sun visors, suspenders, sweatpants, swimsuits, swim trunks, ties, toques, underwear, vests, warm-up suits and wristbands. Class 41: Entertainment services, namely, providing professional hockey exhibitions.	Pending. Action on application suspended on 22-Jul-1999 by applications filed by Minnesota Specialty Crops.
MINNESOTA WILD and Design	75/470,563	20-Apr-1998		Pending. Notice of Allowance issued on 27-Jul-1999. Must file 3 <sup>rd</sup> Extension Request before 27-Jan-2001.

Trademark	Appl./Reg. No.	Filing/Reg. Date	Inter. Class Goods/Services	Present Status
MINNESOTA WILD and Design	75/480,133	06-May-1998	Class 36: Credit card services. Dates of First Use: 06-Mar-1998	Published for opposition on 04-May-1999. Minnesota Specialty Crops, Inc. filed Notice of Opposition with TTAB on 15-Jun-1999 (Opposition No. 115,009). Registration cancelled on 28-Dec-1999 and pendency of application restored (registration inadvertently issued after a Notice of Opposition was filed with TTAB).
WILD OF MINNESOTA	75/621,525	15-Jan-1999	Class 25: Clothing, namely, bandannas, beach coverups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, ear muffs, footwear, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, matens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, T-shirts, ties, toques, underwear, vests, warm-up suits and wristbands. Class 36: Credit card services.	Pending. Minnesota Specialty Crops, Inc. filed Notice of Opposition. Notice of Opposition mailed by TTAB on 28-Jun-2000 (Opposition No. 119,143).
WILD OF MINNESOTA	75/621,526	15-Jan-1999		Pending. Minnesota Specialty Crops, Inc. filed Notice of Opposition. Notice of Opposition mailed by TTAB on 28-Jun-2000 (Opposition No. 119,143).
WILD OF MINNESOTA	75/621,955	15-Jan-1999	Class 41: Entertainment services, namely, providing professional hockey exhibitions.	Pending. Notice of Allowance issued 01-Feb-2000. Must file 2 <sup>nd</sup> Extension Request before 01-Feb-2001.

Trademark	Appl./Reg. No.	Filing/Reg. Date	Inter. Class Goods/Services	Present Status
MINNESOTA JUNIOR WILD	75/648,286	25-Feb-1999	Class 25: Clothing, namely, bandannas, beach coverups, bells, body suits, boxer shorts, caps, cloth bibs, coats, dresses, ear muffs, footwear, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, T-shirts, ties, toques, underwear, vests, warm-up suits and wristbands. 41: Entertainment services, namely, providing hockey exhibitions.	Pending. Action on application suspended on 02-Feb-2000 by applications filed by Minnesota Specialty Crops.
MINNESOTA JUNIOR WILD	75/648,287	25-Feb-1999	41: Entertainment services, namely, providing hockey exhibitions.	Pending. Notice of Allowance issued on 29-Feb-2000. Must file 2 <sup>nd</sup> Extension Request before 28-Feb-2001.
MINNESOTA FUTURE WILD	75/674,143	05-Apr-1999	Class 41: Entertainment services, namely, providing hockey exhibitions.	Pending. Notice of Allowance issued on 06-Jun-2000. Must file 1 <sup>st</sup> Extension Request before 06-Dec-2000.
MINNESOTA FUTURE WILD	75/674,144	05-Apr-1999	Class 25: Clothing, namely, bandannas, beach coverups, belts, body suits, boxer shorts, caps, cloth bibs, coats, dresses, ear muffs, footwear, gloves, hats, headbands, hosiery, housecoats, jackets, jerseys, leggings, leotards, mittens, nightshirts, pajamas, pants, rain coats, rainwear, robes, scarves, shirts, shorts, skirts, socks, suits, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, T-shirts, ties, toques, underwear, vests, warm-up suits and wristbands. Class 41: Entertainment services, namely providing professional hockey exhibitions.	Pending. Applicant's response to a non-FINAL office action has been entered in application. Action on application suspended on 03-April-2000 by applications filed by Minnesota Specialty Crops.
Miscellaneous Design (Jersey Logo)	75/759,851	26-July-1999	Class 41: Entertainment services, namely providing professional hockey exhibitions.	Pending. Notice of Allowance issued on 18-Apr-2000. Must file 2 <sup>nd</sup> Extension Request before 18-Apr-2001.
Miscellaneous Design (Jersey Logo)	75/760,828	26-July-1999	Class 25: Clothing, namely, bandannas, bells, boxer shorts, caps, cloth bibs, dresses, footwear, gloves, hats, headbands, jackets, jerseys, mittens, nightshirts, pajamas, robes, scarves, shirts, shorts, socks, sun visors, suspenders, sweaters, sweatpants, sweatshirts, swimsuits, swim trunks, T-shirts, ties, underwear, vests, warm-up suits and wristbands. Class 41: Entertainment services, namely, providing professional hockey exhibitions	Pending. Notice of Allowance issued on 18-Apr-2000. Must file 2 <sup>nd</sup> Extension Request before 18-Apr-2001.
THE STATE OF HOCKEY	75/880,551	27-Dec-1999	Class 41: Entertainment services, namely, providing professional hockey exhibitions	Pending. Published for opposition on 22-Aug-2000.

0367674

Trademark	Appl./Reg. No.	Filing/Reg. Date	Inter. Class Goods/Services	Present Status
MINNESOTA WILD	75/977,377	03-Oct-1997	Class 41: Entertainment services, namely, providing professional hockey exhibitions. Dates of First Use: 30-Sep-1998	Pending. Statement of Use filed on 25-Feb-1999. USPTO lost this file and applicant filed a Petition to Make Special and a "reconstructed file" on 27-Oct-2000.
MINNESOTA WILD	75/977,397	03-Oct-1997	Class 25: Clothing, namely, caps, hats, shirts, sweaters, sweatshirts, and T-shirts. Dates of First Use: 22-Jan-1998	Published for opposition on 27-Oct-1998. Minnesota Specialty Crops, Inc. filed Notice of Opposition with TTAB on 15-Jun-1999 (Opposition No. 115,009). Registration cancelled on 10-April-2000 and pendency of application restored (registration inadvertently issued after a Notice of Opposition was filed with TTAB).
LAND OF 10,000 RINKS	76/029,248	19-Apr-2000	Class 41: Educational, entertainment and community services in the nature of supporting amateur hockey.	Pending. Response to Office Action due before 03-May-2001.
THE HOCKEY LODGE	76/047,620	12-May-2000	Class 35: Retail store services and mail order catalog services featuring hockey and sports related merchandise.	Pending. Response to Office Action due before 25-Apr-2001.

1536269v1