

02-01-2002

ET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

2-1-02



101968309

Tab settings → → →

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

1. Name of conveying party(ies): **Lincoln Hockey LLC**

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State **2-1-02**
☒ Other Delaware 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: January 18, 2002

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

Name: **JPMorgan Chase Bank, as Administrative Agent**

Internal Address: _____

Street Address: P.O. Box 2558City: Houston State: TX ZIP: 77252

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designation 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)

76/000,265 ; 76/000,377 ; 76/090,402 ; 76/106,975

B. Trademark Registration No.(s)

2,409,737 ; 1,015,488 ; 1,768,704 ; 2,239,103 ; 2,240,908
1,031,743 ; 2,200,047 ; 2,236,947 ; 2,228,631 ; 1,019,629Additional numbers attached? ☐ Yes ☒ No

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

Name: Alison Winick, Esq.Internal Address: Simpson Thacher & BartlettStreet Address: 425 Lexington AvenueCity: New York State: New York ZIP: 100176. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): \$365.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached 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.

Alison Winick, Esq.

Name of Person Signing: 00000202 76000265

Signature

Date

01-31-02Total number of pages comprising cover sheet: 8

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

TRADEMARK
REEL: 002434 FRAME: 0879

02/01/2002 DBYRNE 00000202 76000265
40.00 DP
325.00 DP
01 FC:481
02 FC:482

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 18, 2002 is made by LINCOLN HOCKEY LLC, a Delaware limited liability company (the "Obligor"), in favor of JPMORGAN CHASE BANK, a New York state bank, as Administrative Agent (the "Administrative Agent") for the several banks and other financial institutions (the "Lenders"), parties to the \$40,000,000 Credit Agreement dated as of January 18, 2002 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Lincoln Holdings LLC, a Delaware limited liability company and sole member of Obligor ("Borrower"), the Lenders and the Administrative Agent. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of January 18, 2002, in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Obligor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

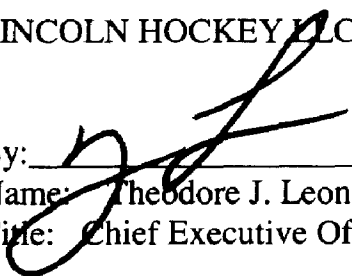
SECTION 3. Purpose. This Agreement has been executed and delivered by Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LINCOLN HOCKEY LLC

By: 
Name: Theodore J. Leonsis
Title: Chief Executive Officer

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: _____
Name: _____
Title: _____

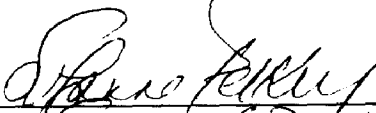
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LINCOLN HOCKEY LLC

By: _____
Name:
Title:

JPMORGAN CHASE BANK
as Administrative Agent for the Lenders

By: 
Name: Suzanne G. Perkey
Title: Vice President

STATE (OR DISTRICT) OF Vermont)
) ss
COUNTY OF _____)

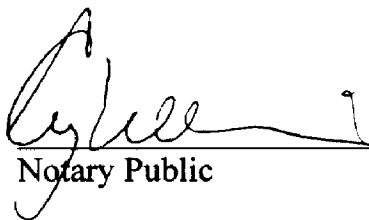
On the 17 day of January, 2002, before me personally came Theodore J. Leonsis, who is personally known to me to be the Chief Executive Officer of LINCOLN HOCKEY LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that he is the Chief Executive Officer in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Member of such limited liability company; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Todd Allen
Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF new york)
) ss
COUNTY OF new york

On the 23rd day of January, 2002, before me personally came
JANAR G. POLKOP, who is personally known to me to be the VICE PRESIDENT of
JPMORGAN CHASE BANK, a New York State bank; who, being duly sworn, did depose and
say that she/he is the VICE PRESIDENT in such corporation, the corporation described
in and which executed the foregoing instrument; that she/he executed and delivered said
instrument pursuant to authority given by the Board of Directors of such corporation; and that
she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

RICHARD E. JUNTRES
Notary Public, State of New York
No. 02106-02493
Qualified in New York County
Commission Expires Feb. 17, 2002

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademarks Registrations and Applications**

MARK	Reg / Ser. No.	OWNER
CAPITAL STREETERS	2,409,737	LINCOLN HOCKEY LLC
CAPITALS	1,015,488	LINCOLN HOCKEY LLC
CAPITALS	1,768,704	LINCOLN HOCKEY LLC
CAPITALS and Design	2,239,103	LINCOLN HOCKEY LLC
CAPITALS and Design	2,240,908	LINCOLN HOCKEY LLC
CAPS	1,031,743	LINCOLN HOCKEY LLC
Design	2,200,047	LINCOLN HOCKEY LLC
Design	2,236,947	LINCOLN HOCKEY LLC
Design	2,228,631	LINCOLN HOCKEY LLC
Design	76/000,265	LINCOLN HOCKEY LLC
Design	76/000,377	LINCOLN HOCKEY LLC
STREETCAPS	76/090,402	LINCOLN HOCKEY LLC
WASHINGTON CAPITALS and Design	76/106,975	LINCOLN HOCKEY LLC
WASHINGTON CAPITALS and Design	1,019,629	LINCOLN HOCKEY LLC