

6-1303

06-13-2003

FORM PTO-1504
(Rev 5-93)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissione

102473226

original documents or copy thereof.

1. Name of conveying party(ies):

SAN JOSE SHARKS, LLC

6-13-03

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: Delaware limited liability company

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

3. Nature of Conveyance:

- [] Assignment [] Merger
- [X] Security Agreement [] Change of Name
- [] Other

Execution Date: May 9, 2003

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

Name: COMERICA BANK-CALIFORNIA
Address: 333 W. SANTA CLARA STREET, FIFTH FLOOR MC 4820
City: SAN JOSE State: CA Zip: 95113

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? [] Yes [X] No

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

A. Trademark Application No.(s)

See attached sheets

B. Trademark Registration No.(s)

See attached sheets

Additional numbers attached? [X] Yes [] No

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

Name: Erin O'Brien
Internal Address: GRAY CARY WARE & FREIDENRICH
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133

6 Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41) \$740.00

[X] Enclosed

[] Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Erin O'Brien

June 12, 2003

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [8]

Mail Documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

06/13/2003 6TOM11 00000000 76354975

01 FC:8521
02 FC:8522

40.00 OP
700.00 OP

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
San Jose Jr. Sharks (and design)	76/354,975	01/02/02
Property of Jr. Sharks Hockey	76/354,967	01/02/02
Shark Byte	76/338,182	11/15/01
(design only)	76/289,598	07/24/01
(design only)	76/289,597	07/24/01
(design only)	76/289,596	07/24/01
San Jose Sharks X Tenth Anniversary (stylized letters)	76/054,871	05/22/00
Teal Town USA	2,378,460	08/22/00
Shark Tank	2,333,639	03/21/00
(design only)	2,193,231	10/06/98
(design only)	2,193,217	10/06/98
Sharks & Parks	2,047,703	03/25/97
S.J. Sharkie	1,830,899	04/12/94
Sharks (stylized letters)	1,769,484	05/04/93
Sharks (and design)	2,433,737	03/06/01
Sharks	1,796,118	09/28/93
Sharks	1,796,012	09/28/93
(design only)	1,791,732	09/07/93
Finatical Sharks Fan Club (and design)	1,809,261	09/07/93
(design only)	1,741,835	12/22/92
(design only)	1,741,781	12/22/92
San Jose Sharks (stylized letters)	1,728,700	10/27/92
(design only)	1,739,087	12/08/92
San Jose Sharks	1,730,360	11/03/92
(design only)	2,435,445	11/13/01
San Jose Sharks	1,740,682	12/15/92
(design only)	2,182,564	08/18/98
Sharks (stylized letters)	1,794,315	09/21/93
Sharks	1,769,354	05/04/93

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 9, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and SAN JOSE SHARKS, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and SAN JOSE ARENA MANAGEMENT, LLC dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This security interest will not preclude Grantor from granting nonexclusive licenses and sublicenses to third parties in the ordinary course of Grantor's business, not interfering in any material respect with the business of Grantor and its Subsidiaries taken as a whole, if the license and sublicenses permit Bank to have a security interest in such nonexclusive licenses and sublicenses.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

SAN JOSE SHARKS, LLC

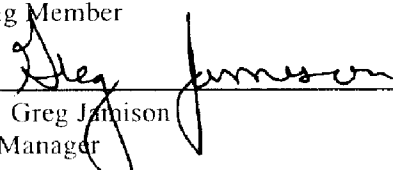
Address of Grantor:

525 W. Santa Clara Street
San Jose, CA 95113

Attn: Gregg Olson, C.F.O.

By: San Jose Sports and Entertainment Enterprises LLC

Its: Managing Member

By: 
Name: Greg Jamison
Title: Manager

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 W. Santa Clara St.
Fifth Floor, MC 4820
San Jose, CA 95113

Attn: Tim Bailey

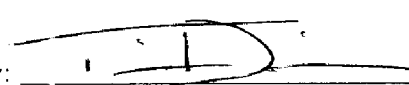
By: 
Title: Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
San Jose Sharks theme song	PAu 2147947	12/16/96
Sharks mascot costume	VA 517010	03/12/92

EXHIBIT B

Patents

<u>Description</u>	Patent/Application <u>Number</u>	Issue/Application <u>Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
San Jose Jr. Sharks (and design)	76/354,975	01/02/02
Property of Jr. Sharks Hockey	76/354,967	01/02/02
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(design only)	1,739,087	12/08/92
San Jose Sharks	1,730,360	11/03/92

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(design only)	2,435,445	11/13/01
San Jose Sharks	1,740,682	12/15/92
(design only)	2,182,564	08/18/98
Sharks (stylized letters)	1,794,315	09/21/93
Sharks	1,769,354	05/04/93

Gray Cary\PA\10290785.1
1090371-988200

RECORDED: 06/13/2003

**TRADEMARK
REEL: 002753 FRAME: 0390**