

06-20-2003

Form PTO-1594 (Rev. 10/02) 6-17-03 REI



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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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):

Tampa Bay Arena, L.P.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Delaware limited partnership

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 3/30/2003

2. Name and address of receiving party(ies)

Name: Standard Federal Bank, N.A. (Agent)

Internal

Address:

Street Address: 2600 West Big Beaver Road

City: Troy State: MI Zip: 48084

- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1995093

1995092

Additional number(s) attached Yes No

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

Name: Angela Alvarez Sujek

Internal Address: Bodman, Longley & Dahling LLP

Street Address: 110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

ADDITIONAL FEES ONLY: 02-2880

FINANCE SECTION JUN 17 AM 10:33

06/19/2003 00000081 1995093

DO NOT USE THIS SPACE

01 FC:8521 Signature. 40.00 OP 02 FC:8522 25.00 OP

Angela Alvarez Sujek

Name of Person Signing

Angela Alvarez Sujek Signature

June 17, 2003

Date

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

11

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

TRADEMARK REEL: 002759 FRAME: 0504

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of March 30, 2003, among the undersigned (individually each a "Debtor" and collectively the "Debtors") and Standard Federal Bank, N.A. in its capacity as administrative agent for the Lenders referred to below.

WITNESSETH

A. WHEREAS, pursuant to that certain Amended and Restated Palace Sports & Entertainment, Inc. Revolving Credit and Term Loan Agreement dated as of March 30, 2003 (as amended or otherwise modified from time to time, the "Credit Agreement"), among Palace Sports & Entertainment, Inc., (the "Borrower"), each of the financial institutions party thereto (collectively with their respective Affiliates, the "Lenders") and Secured Party, as Administrative Agent for the Lenders, the Lenders have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrower and to provide for the issuance of Letters of Credit for the account of the Borrower, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Lenders a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Advances (including the initial Advance) to the Borrower pursuant to the Credit Agreement, each of the Debtors agrees, for the benefit of 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each of the Debtors does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Lenders, and grant to the Secured Party for the benefit of the Lenders a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Lenders 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 Secured Party and the Lenders under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Secured Obligations and when all commitments to extend any credit under the Credit Agreement have been terminated, the Secured Party shall, at the Debtors' expense, execute and deliver to the Debtors 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; provided, however, that in the case of the Florida Collateral, the Secured Party shall, in accordance with Section 13.12 of the Credit Agreement and at the Debtors' expense, execute and deliver to the applicable Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Florida Collateral.

SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Lenders 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 herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. NHL Financing Consent. Notwithstanding anything herein to contrary, it is acknowledged, understood and agreed that, so long as the NHL Financing Consent (as defined in the Credit Agreement) is in effect,

(i) the exercise by the Secured Party, for and on behalf of the Lenders, of remedies hereunder will be made in accordance with the terms and provisions of the NHL Financing Consent, the terms, conditions and provisions of which each of the parties hereto has accepted as reasonable and appropriate,

(ii) any lien on or security interest in the Club Collateral created pursuant hereto and the rights of the Secured Party, for and on behalf of the Lenders, to enforce its/their rights and remedies with respect to the Club Collateral are subject to the rights of the NHL under the NHL Constitution and Agreements (including, without limitation, the NHL Financing Consent),

(iii) THE MAXIMUM AMOUNT WHICH MAY BE COLLECTED BY THE LENDERS FROM ENFORCEMENT OF THEIR LIENS ON CLUB COLLATERAL SHALL NOT EXCEED THE PERMITTED SECURED AMOUNT (AS DEFINED IN THE NHL FINANCING CONSENT);

(iv) as soon as the Permitted Secured Amount has been collected from or against Club Collateral, no further collection or claims may be made from or against any Club Collateral (excluding any proceeds from the sale or other disposition of Club Collateral received by or for the benefit of the Club) and any lien on or security interest in the Club Collateral shall be automatically discharged and extinguished, regardless of whether the Obligations have been satisfied;

(v) and in the event of any conflict or inconsistency between the terms of the NHL Financing Consent and the terms of this Agreement, the terms of the NHL Financing Consent will control; and

(vi) capitalized terms used in this section which are defined in the NHL Financing Consent shall have the meaning set forth in the NHL Financing

Consent, even if those terms are otherwise defined herein, in the Security Agreement or in the Credit Agreement.

[Signatures follow on succeeding pages]

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.

DEBTOR:

**PALACE SPORTS & ENTERTAINMENT,
INC.,** a Michigan corporation

By: John P. O'Reilly

Its: SVP-CFO

FLORIDA SPORTS MANAGEMENT, L.L.C., a
Delaware limited liability company

By: GLASS PALACE, L.L.C.
Its: Manager

By: John P. O'Reilly

Its: SVP-CFO

GLASS PALACE, L.L.C., a Michigan limited
liability company

By: John P. O'Reilly

Its: SVP-CFO

TAMPA BAY ARENA L.P., a Delaware limited partnership

By: **GLASS PALACE, L.L.C.**
Its: **General Partner**

By: *John P. O'Reilly*

Its: SVP - CFO

LIGHTNING PROPERTIES, LTD.

By: **GLASS PALACE, L.L.C.**
Its: **General Partner**

By: *John P. O'Reilly*

Its: SVP - CFO

ACCEPTED BY SECURED PARTY:

STANDARD FEDERAL BANK, N.A., as
Administrative Agent for the Lenders

By: _____

Its: _____

TAMPA BAY ARENA L.P., a Delaware limited partnership

By: GLASS PALACE, L.L.C.
Its: General Partner

By: _____

Its: _____

LIGHTNING PROPERTIES, LTD.


By: GLASS PALACE, L.L.C.
Its: General Partner

By: _____

Its: _____

ACCEPTED BY SECURED PARTY:

STANDARD FEDERAL BANK, N.A., as
Administrative Agent for the Lenders

By:  _____

Its: Relationship Manager

SIGNATURE PAGE TO TRADEMARK AGREEMENT (OTHER BORROWERS)
(447318)

SCHEDULE I

Intellectual Property

1. Palace Sports & Entertainment, Inc.

PART 1

ITEM A. TRADEMARKS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
U.S.	T-H-E PALACE OF AUBURN HILLS & DESIGN	1,628,677
U.S.	DETROIT VIPERS & DESIGN	2,095,472
U.S.	DETROIT VIPER & DESIGN	2,093,367

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>
U.S.	MYCOMPANYOFFER.COM & DESIGN	78/226,977
U.S.	MYCOMPANYOFFER	78/226,980

Expired, Abandoned or Canceled Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration/Serial No.</u>
None		

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Products/Services</u>
None		

ITEM B. TRADEMARK LICENSES

None

PART 2

Patents (including letters patent and applications for letters patent):

Country	Patent	Serial No.	Issue Date
U.S.	TICKET INVENTORY DISBURSEMENT SYSTEM	60/407,902	Pending

PART 3

Copyrights

None.

2. Florida Sports Management, L.L.C.

Parts 1, 2 and 3 - None.

3. Glass Palace, L.L.C.

Parts 1, 2 and 3 - None.

4. Lightning Properties, Ltd.

Parts 1, 2 and 2 - None.

5. Tampa Bay Arena, L.P.

Part 1

ITEM A. TRADEMARKS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
U.S.	ICE PALACE	1,995,093
U.S.	ICE PALACE & DESIGN	1,995,092

Part 2 and 3 - None.

Detroit 472737_1

RECORDED: 06/17/2003

TRADEMARK
REEL: 002759 FRAME: 0514