



Tab settings

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

1. Name of conveying party(ies): Center Ice, L.L.C.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware limited liability co.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Standard Federal Bank, N.A. (Agent)
Internal Address: 2600 West Big Beaver Road
Street Address:
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 3/30/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/208001
76/208002
Additional number(s) attached Yes No

B. Trademark Registration No.(s) 1,855,230

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: 14
7. Total fee (37 CFR 3.41) \$ 365.00
Enclosed Authorized to be charged to deposit account
8. Deposit account number:
FOR ADDITIONAL FEES ONLY: 02-2880

06/19/2003 BY TIME 00000079 76208001
01 FC:0521 10.00 00
02 FC:0522 Signature 325.00 00

DO NOT USE THIS SPACE

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: 9

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

**RECORDATION FORM COVER SHEET
CONTINUATION PAGE**

**CENTER ICE, L.L.C.
AND
STANDARD FEDERAL BANK, N.A.**

TRADEMARKS

<u>Trademark</u>	<u>Registration No.</u>
TAMPA BAY LIGHTNING and design	1,867,807
LIGHTNING and design	1,786,266
Design only	1,779,708
TAMPA BAY LIGHTNING	1,784,874
Design only	1,843,893
LIGHTNING	1,793,260
TAMPA BAY LIGHTNING	1,724,684
TAMPA BAY LIGHTNING	1,827,035
STREET LIGHTNING	2,054,539
KICK ICE	1,810,857
KICK ICE	1,791,986

**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of March 30, 2003, among the undersigned ("Debtor") and Standard Federal Bank, N.A. in its capacity as 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 Debtor has executed and delivered an Amended and Restated 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 Debtor is 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, the Debtor 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, the Debtor hereby mortgages, pledges and hypothecates to the Secured Party for the benefit of the Lenders, and grants 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 Debtor 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 Debtor 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. The Secured Party shall, in accordance with Section 13.12 of the Credit Agreement and at the Debtor's expense, execute and deliver to the Debtor 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 Debtor 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.

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:

CENTER ICE, L.L.C., a Delaware limited liability company

By: **FLORIDA SPORTS MANAGEMENT, L.L.C.**

Its: **Manager**

By: **GLASS PALACE, L.L.C.**

Its: **Manager**

By: 

Its: SVP - CFO

ACCEPTED BY SECURED PARTY:

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

By: _____

Its: _____

SIGNATURE PAGE TO TRADEMARK AGREEMENT (CENTER ICE)
(447706)

TRADEMARK
REEL: 002759 FRAME: 0538

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By: **FLORIDA SPORTS MANAGEMENT, L.L.C.**

Its: **Manager**

By: **GLASS PALACE, L.L.C.**

Its: **Manager**

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 (CENTER ICE)
(447706)

TRADEMARK
REEL: 002759 FRAME: 0539

SCHEDULE I

Intellectual Property

PART 1

ITEM A. TRADEMARKS

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>
U.S.	TAMPA BAY LIGHTNING and design	1,855,230
U.S.	TAMPA BAY LIGHTNING and design	1,867,807
U.S.	LIGHTNING and design	1,786,266
U.S.	Design only	1,779,708
U.S.	TAMPA BAY LIGHTNING	1,784,874
U.S.	Design only	1,843,893
U.S.	LIGHTNING	1,793,260
U.S.	TAMPA BAY LIGHTNING	1,724,684
U.S.	TAMPA BAY LIGHTNING	1,827,035
U.S.	STREET LIGHTNING	2,054,539
U.S.	KICK ICE	1,810,857
U.S.	KICK ICE	1,791,986
Canada	TAMPA BAY LIGHTNING and design	TMA 456,959
Canada	TAMPA BAY LIGHTNING and design	TMA 431,364
Canada	TAMPA BAY LIGHTNING and design	TMA 420,004
Canada	FLASH-LIGHTNING	TMA 444,864
Canada	Design only	TMA 418,478
Canada	LIGHTNING	TMA 420,955
Canada	TAMPA BAY LIGHTNING	TMA 430,889
Canada	LIGHTNING and design	TMA 413,077
Canada	TAMPA BAY LIGHTNING	TMA 421,362
U.S. (Florida)	TAMPA BAY LIGHTNING and design	T13897
U.S. (Florida)	TAMPA BAY LIGHTNING and design	T13896

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>
U.S.	TAMPA BAY (and Design)	76/208001
U.S.	TAMPA BAY (and Design)	76/208002

Expired, Abandoned or Canceled Trademarks

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

Trademark Applications in Preparation

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

ITEM B. TRADEMARK LICENSES

None

PART 2

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

None.

PART 3

Copyrights

None.

**RECORDATION FORM COVER SHEET
CONTINUATION PAGE**

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KICK ICE	1,791,986

AnnArbor 63900_1

**TRADEMARK
REEL: 002759 FRAME: 0542**

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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Internal Address: Bodman, Longley & Dahling LLP

Street Address: 110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

FOR ADDITIONAL FEES ONLY: 02-2880

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9. Signature.

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: 9

**RECORDATION FORM COVER SHEET
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AnnArbor 63900_1