

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hurricanes Hockey Limited Partnership		07/09/2004	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	500 Woodward Ave.
Internal Address:	One Detroit Center, 9th Floor
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	banking corporation: MICHIGAN

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	0964452	NEW ENGLAND WHALERS
Registration Number:	0996006	WHALERS
Registration Number:	1161394	WH
Registration Number:	2215407	
Registration Number:	2215408	
Registration Number:	2241956	
Registration Number:	2243540	
Registration Number:	2254170	CAROLINA HURRICANES
Registration Number:	2289535	HURRICANES
Registration Number:	2336473	CAROLINA HURRICANES
Registration Number:	2352740	CANES STREET STORMERS
Registration Number:	2500591	HURRICANES
Registration Number:	2562074	HURRICANES
Registration Number:	2337984	STORM ZONE

OP \$565.00 0964452

Registration Number:	2392102	YOU'LL KNOW WHEN YOU GO
Registration Number:	2536347	CANIAC CARNIVAL
Registration Number:	2666958	
Registration Number:	2764963	CANIAC CARNIVAL
Registration Number:	2813819	THIS IS HOCKEY!
Serial Number:	76061257	STORMY
Serial Number:	76976284	STORMY
Serial Number:	76238340	CANIAC

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek - Bodman LLP
Address Line 1: 110 Miller
Address Line 2: Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Angela Alvarez Sujek

Total Attachments: 8
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**AGREEMENT
(Trademark)**

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of July 9, 2004, among the undersigned ("Debtor") and Comerica Bank ("Secured Party").

WITNESSETH

(i) WHEREAS, pursuant to that certain amended and restated loan agreement dated as of January 30, 2004 (as amended or otherwise modified from time to time, the "Loan Agreement"), among Gale Force Holdings, Limited Partnership, a Delaware limited partnership ("Gale Force Holdings"), KTB Florida Sports Arena LLC, a Michigan limited liability company ("KTB"), Compuware Sports Corporation, a Michigan corporation ("Compuware Sports Corporation"), Florida Everblades LLC, a Michigan limited liability company ("Florida Everblades" and, along with Gale Force Holdings, KTB and Compuware Sports Corporation, individually a "Company" and collectively the "Companies") and Secured Party, Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Gale Force Holdings of the Revolving Credit and to provide for the issuance of Letters of Credit for the account of the Companies, individually, or jointly and severally with certain of the other Companies (as such terms are defined in the Loan Agreement), as provided therein; and

(ii) WHEREAS, in connection with the Loan Agreement, the Debtor has 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

(iii) WHEREAS, as a condition precedent to the making of the Advances under the Loan Agreement, the Debtor is required to execute and deliver this Security Agreement and to further confirm the grant to the Secured Party 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 Secured Party to make Advances to the Companies pursuant to the Loan Agreement, the Debtor agrees, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security 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, and grants to the Secured Party a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(b) 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;

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

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

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

(f) 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 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 under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The security interest granted under this hereunder and under the Security Agreement shall be a continuing security interest in every respect (whether or not the outstanding balance of the Liabilities is from time to time temporarily reduced to zero) and Secured Party's security interest in the Collateral as granted herein shall continue in full force and effect until released in writing by the Secured Party.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party 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 Loan Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Loan 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 Loan Agreement) is in effect,

(i) the exercise by the Secured Party 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 to enforce its 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 SECURED PARTY FROM ENFORCEMENT OF ITS 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 Secured 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 Security 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 Loan Agreement.

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

DEBTOR:

**HURRICANES HOCKEY LIMITED
PARTNERSHIP**, a Delaware limited
partnership

By: **KT SPORTS &
ENTERTAINMENT, INC.**

Its: General Partner

By: 
James Rutherford

Its: President

ACCEPTED BY SECURED PARTY:

COMERICA BANK

By: _____

Its: _____

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

DEBTOR:

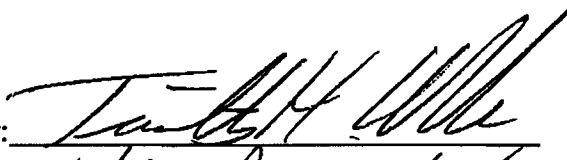
**HURRICANES HOCKEY LIMITED
PARTNERSHIP**, a Delaware limited partnership

By: KT SPORTS & ENTERTAINMENT, INC.
Its: General Partner

By: _____
James Rutherford
Its: _____
President

ACCEPTED BY SECURED PARTY:

COMERICA BANK

By: 
Its: Vice President

ATTACHMENT I
to
Agreement
(Trademark)

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
U.S.	NEW ENGLAND WHALERS & Design	964,452	07/17/1973
U.S.	WHALERS	996,006	10/15/1974
U.S.	WH & Design	1,161,394	07/14/1981
U.S.	Miscellaneous Design	2,215,407	12/29/1998
U.S.	Miscellaneous Design	2,215,408	12/29/1998
U.S.	Miscellaneous Design	2,241,956	04/27/1999
U.S.	Miscellaneous Design	2,243,540	05/04/1999
U.S.	CAROLINA HURRICANES	2,254,170	06/15/1999
U.S.	HURRICANES	2,289,535	10/26/1999
U.S.	CAROLINA HURRICANES	2,336,473	03/28/2000
U.S.	CANES STREET STORMERS	2,352,740	05/23/2000
U.S.	HURRICANES	2,500,591	10/23/2001

U.S.	HURRICANES	2,562,074	04/16/2002
<i>The following are inadvertently listed as owned by Hurricanes Hockey Limited Partnership, a North Carolina limited partnership:</i>			
U.S.	STORM ZONE	2,337,984	04/04/2000
U.S.	YOU'LL KNOW WHEN YOU GO	2,392,102	10/03/2000
U.S.	CANIAC CARNIVAL & Design	2,536,347	02/05/2002
U.S.	Miscellaneous Design	2,666,958	12/24/2002
U.S.	CANIAC CARNIVAL & Design	2,764,963	09/16/2003
U.S.	THIS IS HOCKEY!	2,813,819	02/10/2004

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	STORMY	76/061,257	06/01/2000
U.S.	STORMY	76/976,284	06/01/2000
U.S.	CANIAC	76/238,340	04/10/2001

The following are inadvertently listed as owned by Hurricanes Hockey Limited Partnership, a North Carolina limited partnership:

Expired, Abandoned or Cancelled Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	HARTFORD WHALERS	1,625,309	11/27/1990

U.S.	WHALERS	1,725,796	10/20/1992
U.S.	WH & Design	1,725,797	10/20/1992
U.S.	STREET WHALES	2,028,745	01/07/1997
U.S.	STREET HURRICANES	75/470,119	04/20/1998

The following are inadvertently listed as owned by Hurricanes Hockey Limited Partnership, a North Carolina limited partnership:

U.S.	YOU'LL KNOW WHEN YOU PLAY	75/548,523	09/08/1998
U.S.	STORMY & Design	76/072,328	06/16/2000
U.S.	CANIAC & Design	76/238,417	04/10/2001
U.S.	CANIAC & Design	76/238,419	04/10/2001
U.S.	CANIAC & Design	76/238,422	04/10/2001
U.S.	CANIAC & Design	76/238,797	04/10/2001

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.