

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Jersey Devils, LLC		09/01/2006	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CTI Lending Services Corporation		
Street Address:	44 Whippany Road, 2nd Floor		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	1653628	NJ	
Registration Number:	1263601	NJ	
Registration Number:	1685399	NJ	
Registration Number:	1264070	DEVILS	
Registration Number:	1662564	DEVILS	
Registration Number:	2189553		
Registration Number:	2265914		
Registration Number:	2152945	STREET DEVILS	
Registration Number:	2410582	ICE ON FIRE	
Registration Number:	2524433	DEVILS	
Registration Number:	2524432	NJ	
Registration Number:	2549149	NJ DEVILS	
Registration Number:	2516732	NJ DEVILS	

CH \$440.00 1653628

900057204

TRADEMARK
REEL: 003385 FRAME: 0832

Registration Number:	2566639	NJ DEVILS DEN
Serial Number:	78915174	LOWELL DEVILS
Serial Number:	78915337	L
Serial Number:	78915322	L

CORRESPONDENCE DATA

Fax Number: (216)579-0212

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jrmix@jonesday.com

Correspondent Name: Jones Day

Address Line 1: 901 Lakeside Ave.

Address Line 2: c/o James R. Mix, Legal Assistant

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	363054-610001
NAME OF SUBMITTER:	James R. Mix
Signature:	/James R. Mix/
Date:	09/05/2006

Total Attachments: 4

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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of September 1, 2006 by and among NEW JERSEY DEVILS LLC, a Delaware limited liability company (the "Grantor"), various lenders party thereto (collectively, the "Lenders"), and CIT LENDING SERVICES CORPORATION, as Collateral Agent (the "Secured Party"), under the terms of which the Grantor has assumed certain obligations to the Lenders and the Secured Party; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Security Agreement dated as of September 1, 2006 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined);

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks") and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, and notwithstanding anything to the contrary contained herein or in the Security Agreement, the foregoing grant of security interest shall not include any "intent-to-use" trademark application until such time as a statement or allegation of use has been filed with the United States Patent and Trademark Office for such trademark application.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

It is acknowledged, understood and agreed that, notwithstanding anything in this document or any other Operative Document to the contrary, (a) the exercise by any Lender of remedies under any Operative Document will be made in accordance with the terms and provisions of the NHL Letter Agreement, the terms, conditions and provisions of which each of the parties to any Operative Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the NHL Letter Agreement and the terms of any Operative Document (including without limitation this document/agreement), the terms of the NHL Letter Agreement will control. All capitalized terms used in this Section and not defined in this Section are defined in that certain letter agreement, dated as of the date hereof, by and among the NHL, CIT Lending Services Corporation, as agent, New Jersey Devils LLC. and the other parties thereto (the "NHL Letter Agreement").

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Security Interest in Trademarks to be duly executed as of this 1st day of September 2006.

NEW JERSEY DEVILS LLC

By: [Signature]

Name: JEFF Vanderhaek

Title: Chairman

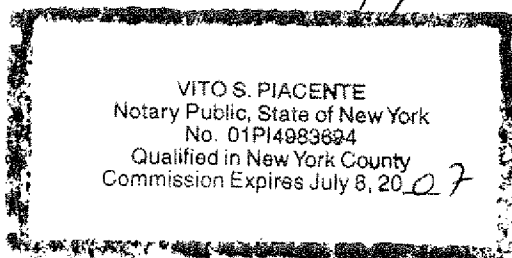
STATE OF New York
COUNTY OF New York SS.:

BEFORE ME, on this day personally appeared Jeff Vanderhaek, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of New Jersey Devils LLC, and that such person executed the same as the act of said limited partnership for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of September, 2006.

[Signature]
Notary Public in and for the State of New York

Commission expires: 7/8/2007



Schedule 1 to Grant of Security Interest in Trademarks

Registered in the United States:

1. NJ & Design – Reg. No. 1,653,628, registered as of August 13, 1991.
2. NJ & Design – Reg. No. 1,263,601, registered as of January 10, 1984.
3. NJ & Design – Reg. No. 1,685,399, registered as of May 5, 1992.
4. Devils – Reg. No. 1,264,070, registered as of January 17, 1984.
5. Devils – Reg. No. 1,662,564, registered as of October 29, 1991.
6. Skating Devils Mascot Design – Reg. No. 2,189,553, registered as of September 15, 1998.
7. Devils Den Devils Design – Reg. No. 2,265,914, registered as of July 27, 1999.
8. Street Devils – Reg. No. 2,152,945, registered as of April 21, 1998.
9. Ice on Fire – Reg. No. 2,410,582, registered as of December 5, 2000.
10. Devils and Design – Reg. No. 2,524,433, registered as of January 1, 2002.
11. NJ and Design – Reg. No. 2,524,432, registered as of January 1, 2002.
12. NJ Devils and Design – Reg. No. 2,549,149, registered as of March 19, 2002.
13. NJ Devils and Design – Reg. No. 2,516,732, registered as of December 11, 2001.
14. NJ Devils Den and Design – Reg. No. 2,566,639, registered as of May 7, 2002.

Applications with the UPSTO:

1. Lowell Devils – Appl. No. 78915174, application date as of June 23, 2006.
2. L – Appl. No. 78915337, application date as of June 23, 2006.
3. L – Appl. No. 78915322, application date as of June 23, 2006.

United States Common Law Trademarks:

1. Teeny Team Collection