

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Minnesota Wild Hockey Club, LP		12/22/2006	LIMITED PARTNERSHIP:
Saint Paul Facilities Management, LLC		12/22/2006	LIMITED LIABILITY COMPANY:
Minnesota Hockey Ventures Group, LP		12/22/2006	LIMITED PARTNERSHIP:
Minnesota Wild Gear, LLC		12/22/2006	LIMITED LIABILITY COMPANY:
MHVG Cuisine, LLC		12/22/2006	LIMITED LIABILITY COMPANY:
MXL Acquisition, LP		12/22/2006	LIMITED PARTNERSHIP:
MXL GP, LLC		12/22/2006	LIMITED LIABILITY COMPANY:
Saint Paul Arena Company, LLC		12/22/2006	LIMITED LIABILITY COMPANY:
Wildside Caterers, LLC		12/22/2006	LIMITED LIABILITY COMPANY:
Wilderness Holdings, ULC		12/22/2006	Unlimited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	Societe Generale, as Collateral Agent
<b>Street Address:</b>	1221 Avenue of the Americas
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10020
<b>Entity Type:</b>	Banking corporation: FRANCE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2922393	MINNESOTA WILD
Registration Number:	2922392	MINNESOTA WILD

CH \$215.00 2922393

Registration Number:	3108012	MINNESOTA SWARM
Registration Number:	3069418	MINNESOTA SWARM
Registration Number:	3108042	MINNESOTA SWARM
Registration Number:	3108011	SWARM
Serial Number:	78494110	MINNESOTA SWARM
Serial Number:	78464816	SWARM

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899

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

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: Oleh Hereliuk

Address Line 1: 1023 15th Street, NW

Address Line 2: Suite 401

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	374819 / 7453SC
NAME OF SUBMITTER:	Jody Hagins
Signature:	/jh/
Date:	12/28/2006

**Total Attachments: 9**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2006 (this "**Agreement**"), among **MINNESOTA WILD HOCKEY CLUB, LP**, a Minnesota limited partnership, and **SAINT PAUL FACILITIES MANAGEMENT, LLC**, a Minnesota limited liability company (each, individually, a "**Borrower**" and collectively, the "**Borrowers**"), **MINNESOTA HOCKEY VENTURES GROUP, LP**, a Minnesota limited partnership ("**Holdco**"), and each of the subsidiaries of Holdco listed on the signature pages hereto (Holdco and each such subsidiary, and any Additional Grantors, as defined in the Pledge and Security Agreement, each, individually, a "**Grantor**" and, collectively, the "**Grantors**"), and **SOCIÉTÉ GÉNÉRALE**, a French banking corporation ("**SG**"), as collateral agent (in such capacity, the "**Collateral Agent**") for the Secured Parties (as defined in the Pledge and Security Agreement).

WHEREAS, the Borrowers, the Guarantors, the lenders from time to time party thereto (the "**Lenders**") and SG as administrative agent (in such capacity, the "**Administrative Agent**"), have entered into an Amended and Restated Credit Agreement, dated as of the date hereof (as further amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which, among other things, the Lenders have agreed to make Loans to the Borrowers upon the terms and subject to the conditions specified in the Credit Agreement; and

WHEREAS, the obligations of the Lenders to make Loans are conditioned upon, among other things, the execution and delivery of this Agreement to secure the due and punctual payment by the Borrowers of the Obligations (as defined by reference below); and

WHEREAS, the Grantors and SG as collateral agent for the Secured Parties have entered into a Pledge and Security Agreement, dated as of December 29, 2003 (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), pursuant to which, among other things, the Obligations of the Grantors, including without limitation, Obligations with respect to an Interest Rate Hedge, will be secured by the Collateral hereunder (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Pledge and Security Agreement, as in effect as of the date hereof); and

NOW, THEREFORE, in consideration of the premises and for other valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, each of the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

### 1 Incorporation of Pledge and Security Agreement

The Pledge and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In addition, the following terms have the meanings set forth below:

"**Trademarks**" has the meaning specified in the Pledge and Security Agreement, including, without limitation, the marks listed on Exhibit A.

**2 Security Interest**

Each Grantor hereby irrevocably pledges, assigns, and grants to the Secured Parties a security interest, as more fully set forth in the Pledge and Security Agreement, with power of sale to the extent permitted by law, such Grantor's entire rights, title and interest in the Trademarks to secure the Obligations as more fully set forth in the Pledge and Security Agreement. As set forth in the Pledge and Security Agreement, the Security Interest referred to herein is coupled with a security interest in substantially all of the such Grantor's personal property.

**3 Representations, Warranties and Agreements**

Each Grantor makes the representations and warranties concerning the Trademarks as more fully set forth in the Pledge and Security Agreement.

**4 Remedies**

Upon the occurrence of an Event of Default and at any time thereafter, the Collateral Agent may, at its option, take any or all of the actions permitted to it under the Pledge and Security Agreement.

**5 Conflict**

If there is any conflict between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each of the Grantors and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**GRANTORS:**

**MINNESOTA WILD HOCKEY CLUB, LP,**  
as Grantor

By: ~~Nacogdo Sports, LLC, its General Partner~~

By: *Parvula Wheelock*  
Name: Parvula Wheelock  
Title: National Signatory

**SAINT PAUL FACILITIES MANAGEMENT, LLC,**  
as Grantor

By: ~~Nacogdo Sports, LLC, its General Partner~~

By: *Parvula Wheelock*  
Name: Parvula Wheelock  
Title: Executive Vice President

**MINNESOTA HOCKEY VENTURES GROUP, LP,**  
as Grantor

By: ~~Nacogdo Sports, LLC, its General Partner~~

By: *Parvula Wheelock*  
Name: Parvula Wheelock  
Title: National Signatory

**MINNESOTA WILD GEAR, LLC,**  
as Grantor

By: *Parvula Wheelock*  
Name: Parvula Wheelock  
Title: Executive Vice President

MHVG CUISINE, LLC

as Grantor

By: *[Signature]*  
Name: Pamela Wheeler  
Title: Executive Vice President

MXL ACQUISITION, LP

as Grantor

By: MXL GP, LLC, its General Partner

By: *[Signature]*  
Name: Pamela Wheeler  
Title: Executive Vice President

MXL GP, LLC

as Grantor

By: *[Signature]*  
Name: Pamela Wheeler  
Title: Executive Vice President

SAINT PAUL ARENA COMPANY, LLC,

as Grantor

By: *[Signature]*  
Name: Pamela Wheeler  
Title: Executive Vice President

WILDERNESS HOLDINGS, ULC,

as Grantor

By: *[Signature]*  
Name: Pamela Wheeler  
Title: Chief Executive Officer

WILDSIDE CATERERS, LLC,

as Grantor

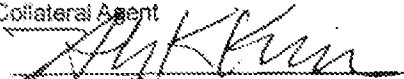
By: *[Signature]*  
Name: Pamela Wheeler  
Title: Executive Vice President

COLLATERAL AGENT:

SOCIÉTÉ GÉNÉRALE,

as Collateral Agent

By:



  
Name: Hannah Kim  
Title: Director

A07138360

Exhibit A

Trademark Registrations Owned by Minnesota Wild Hockey Club, LP



(As of November 1, 2006)

Trademark	Sec. No.	File Date	Reg No.	Reg. Date	Goods and Services
MINNESOTA WILD and Design 	76/571,548	22-Jan-2004	2,922,393	01-Feb-2005	<b>Class 25:</b> Clothing, namely, caps, hats, jerseys, sweatpants, sweatshirts, T-shirts, polo shirts, warm-up suits.
Notice: ®					
MINNESOTA WILD and Design 	76/571,547	22-Jan-2004	2,922,392	01-Feb-2005	<b>Class 41:</b> Entertainment services in the nature of professional ice hockey exhibitions.
Notice: ®					



Trademark Registrations and Applications Owned by MXL Acquisition, LP

(As of December 05, 2006)

Trademark	Ser. No.	File Date	Reg No.	Reg. Date	Goods and Services
MINNESOTA SWARM	78/494,110	04-Oct-2004	3,069,406	16-Mar-2006	<b>Class 41:</b> Entertainment services, namely, providing professional lacrosse exhibitions.
MINNESOTA SWARM	78/494,098	04-Oct-2004	3,108,012	20-Jun-2006	<b>Class 25:</b> clothing, namely, caps, coats, hats, jackets, jerseys, shirts, sweatshirts, t-shirts, toques, warm-up suits.
MINNESOTA SWARM (and Design)	78/509,531	01-Nov-2004	3,069,418	14-Mar-2006	<b>Class 41:</b> Entertainment services, namely, providing professional lacrosse exhibitions.
					
MINNESOTA SWARM (and Design)	78/509,533	01-Nov-2004	3,108,042	20-Jun-2006	<b>Class 25:</b> Clothing, namely, caps, cloth bibs, coats, hats, jackets, jerseys, shirts, sweatshirts, swimsuits, swim trunks, t-shirts, toques, warm-up suits.
					
SWARM	78/494,089	04-Oct-2004	3,108,011	20-Jun-2006	<b>Class 25:</b> clothing, namely, caps, coats, hats, jackets, jerseys, shirts, sweatshirts, t-shirts, toques, warm-up suits.
SWARM	78/464,816	10-Aug-2004	3,069,406	14-Mar-2006	<b>Class 41:</b> Entertainment services, namely, providing professional lacrosse exhibitions.