# OP \$165.00 2419490

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE:      | NEW ASSIGNMENT   |
|-----------------------|--|
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY AGREEMENT RECORDED AT REEL 1729 FRAME 0029 |

### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type |
|---|----------|----------------|-------------|
| BANK OF AMERICA, N.A.,<br>SUCCESSOR TO NATIONS BANK<br>OF TENNESSEE, N.A. |          | 08/31/2004     | UNKNOWN:    |

### **RECEIVING PARTY DATA**

| Name:           | NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP |  |  |
|-----------------|---|--|--|
| Street Address: | 501 BROADWAY                              |  |  |
| City:           | NASHVILLE                                 |  |  |
| State/Country:  | TENNESSEE                                 |  |  |
| Postal Code:    | 37203                                     |  |  |
| Entity Type:    | LIMITED PARTNERSHIP: WISCONSIN            |  |  |

PROPERTY NUMBERS Total: 6

| Property Type        | Number  | Word Mark           |
|----------------------|---------|---------------------|
| Registration Number: | 2419490 | NASHVILLE PREDATORS |
| Registration Number: | 2364958 | NASHVILLE PREDATORS |
| Registration Number: | 2251939 |                     |
| Registration Number: | 2347506 |                     |
| Registration Number: | 2652096 | PREDATORS           |
| Registration Number: | 2243878 | STREET PRIDE        |

### **CORRESPONDENCE DATA**

Fax Number: (615)244-6804

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

Phone: (615) 850-8874

Email: justin.mcnaughton@wallerlaw.com

Correspondent Name: Justin F. McNaughton

Address Line 1: 511 Union Street, Suite 2700

TRADEMARK
REEL: 003670 FRAME: 0703

900093222

| Address Line 4: Nashville, TEN | INESSEE 37219-8966   |  |
|--------------------------------|----------------------|--|
| ATTORNEY DOCKET NUMBER:        | 022453.74636         |  |
| NAME OF SUBMITTER:             | Justin F. McNaughton |  |
| Signature:                     | /Justin McNaughton/  |  |
| Date:                          | 12/03/2007           |  |
| Total Attachments: 7           |                      |  |

source=Release to be filed with USPTO for Nationsbank#page1.tif source=Release to be filed with USPTO for Nationsbank#page2.tif source=Release to be filed with USPTO for Nationsbank#page3.tif source=Release to be filed with USPTO for Nationsbank#page4.tif source=Release to be filed with USPTO for Nationsbank#page5.tif source=Release to be filed with USPTO for Nationsbank#page6.tif source=Release to be filed with USPTO for Nationsbank#page7.tif

The Security Agreement recorded in the United States Patent and Trademark Office on February 2, 2001, at Reel/Frame 002232/0655, amended the Security Agreement recorded in the United States Patent and Trademark Office on May 8, 1998, at Reel/Frame 1729/0029, to indicate that Bank of America, was the successor to Nationsbank of Tennessee, N.A. Accordingly, the attached Release and Reassignment also relates to, and releases, reassigns, and conveys to Nashville Hockey Club Limited Partnership all rights, title and interest addressed in the Security Agreements recorded with the United States Patent and Trademark Office at Reel/Frame 002232/0716 and Reel/Frame 1729/0029 and with the Canadian Trademark Office on August 18, 1998 under File No. 858942.

### Release And Reassignment

THIS RELEASE AND REASSIGNMENT is made this 31st day of August, 2004 by Bank of America, N.A., successor to Nationsbank of Tennessee, N.A. ("Bank of America").

### WITNESSETH:

WHEREAS, Bank of America and Nashville Hockey Club Limited Partnership, a Wisconsin limited ("Borrower") are parties to a certain Amended and Restated Credit Agreement dated as of January 29, 2001, as it may be amended from time to time (the "Credit Agreement") pursuant to which the Lenders party thereto made certain loans and other financial accommodations (the "Loans") to Borrower. As partial security for Borrower's liabilities, under the Credit Agreement, Borrower has executed a certain Security Agreement (as amended, the "Security Agreement") dated as of May 1, 1998, pursuant to which Borrower granted a security interest in and to the "Trademarks" as defined below; and

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on February 2, 2001 at Reel 002232, Frames 0655 - 0716; and

WHEREAS, the liabilities under the Credit Agreement have been fully satisfied and, therefore, Borrower has requested that Bank of America release its security interest in the Trademarks and reassign the same to Borrower.

**NOW THEREFORE**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

- 1. Bank of America hereby releases its security interest in all of Borrower's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:
- (a) trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on <u>Schedule A</u>, attached hereto and made a part hereof, and (a) renewals and extensions thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (a)-(d) of this subparagraph, are hereinafter referred to as the "<u>Trademarks</u>"); and
- (b) the goodwill of Borrower's business connected with and symbolized by the Trademarks.

30213224.V-8

2. Bank of America hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Bank of America, all of Bank of America's rights, title and interest, in and to the Trademarks.

[Signatures on Following Page]

C-2

30213224 V. 8

IN WITNESS WHEREOF, Bank of America has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA, N.A.

By: \_\_\_\_

Title: SYP

# <u>ACKNOWLEDGEMENT</u>

| State of IEMASSEC   |
|---|
| State of <u>lennisses</u> ) SS County of <u>Day Idaa</u> )  |
| On this day of 2004 before me personally appeared to me known to be the individual who executed the foregoing instrument and acknowledged to me that he executed the same as the duly authorized officer above designated of Bank of America. |
| Notary Public  Notary Public  |
| My Commission Expires:  |

## Schedule A

### Trademarks

The Borrower claims ownership in any trademarks that arise under the common law, including, but not limited to, the marks *Smashville*. In addition, the Borrower has filed the following trademark applications/registrations with the United States Patent and Trademark Office:

# I. U.S. Trademark Registrations and Applications

| Mark                   | Reg. No./(App. No.)                        | Date Reg./(Date Filed) | Record Owner                                 |
|------------------------|--|------------------------|--|
| Nashville<br>Predators | 2,419,490                                  | Jan. 9, 2001           | Nashville Hockey Club<br>Limited Partnership |
| Nashville<br>Predators | (75-374,859-ITU)<br>Misassigned Serial No. | (Oct. 17, 1997)        | Nashville Hockey Club<br>Limited Partnership |
| Nashville<br>Predators | 2,364,958                                  | July 4, 2000           | Nashville Hockey Club<br>Limited Partnership |
| Design Only            | 2,251,939                                  | June 8, 1999           | Nashville Hockey Club<br>Limited Partnership |
| Design Only            | 2,347,506                                  | May 2, 2000            | Nashville Hockey Club<br>Limited Partnership |
| Predators              | 2,652,096                                  | Nov. 19, 2002          | Nashville Hockey Club<br>Limited Partnership |
| Street Pride           | 2,243,878                                  | May 4, 1999            | Nashville Hockey Club<br>Limited Partnership |
| GNASH .                | 76-040,542                                 | May 4, 2000            | Nashville Hockey Club<br>Limited Partnership |
| GNASH                  | 2,499,960                                  | Oct. 23, 2001          | Nashville Hockey Club<br>Limited Partnership |

## H. Foreign Trademark Registrations and Applications

| Country | <u>Mark</u>                               | Reg. No./<br>(App. No.) | Date Reg./<br>(Date Filed) | Record Owner                                 |
|---------|---|-------------------------|----------------------------|--|
| Canada  | Nashville Predators                       | TMA516719<br>Hockey     | Sept. 22, 1999             | Nashville Hockey Club<br>Limited Partnership |
| Canada  | Nashville Predators<br>(logo design only) | TMA516612               | Sept. 21, 1999             | Nashville Hockey Club<br>Limited Partnership |

C-5

30213224°V-8

| Canada                | Nashville predators<br>& Design           | TMA598208  | Sept. 19, 2003 | Nashville Hockey Club<br>Limited Partnership |
|-----------------------|---|------------|----------------|--|
| European<br>Community | Nashville Predators                       | 817,247    | Oct. 1, 1999   | NHL Enterprises B.V.                         |
| European<br>Community | Nashville Predators<br>(logo design only) | in process |                | NHL Enterprises B.V.                         |

C-6

**RECORDED: 12/03/2007**