---9580

CH \$340.(

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 GRANT OF SECURITY INTEREST IN TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP		I1 <i>2/</i> 07/2007 I	LIMITED PARTNERSHIP: WISCONSIN

RECEIVING PARTY DATA

Name:	CIT LENDING SERVICES CORPORATION	
Street Address:	505 Fifth Avenue, 4th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	Code: 10017	
Entity Type:	Entity Type: CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2640856	
Registration Number:	2919288	
Registration Number:	2730071	NASHVILLE PREDATORS
Registration Number:	2776288	NASHVILLE PREDATORS
Registration Number:	2419490	NASHVILLE PREDATORS
Registration Number:	2251939	
Registration Number:	2347506	
Registration Number:	2364958	NASHVILLE PREDATORS
Registration Number:	2243878	STREET PRIDE
Registration Number:	2652096	PREDATORS
Registration Number:	2889469	GNASH
Registration Number:	2499960	GNASH
Registration Number:	2574343	GNASH

TRADEMARK REEL: 003675 FRAME: 0166

900093807

CORRESPONDENCE DATA

Fax Number: (212)755-7306

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

Phone: 212-326-3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: JONES DAY

Address Line 1: 222 EAST 41ST STREET

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Nancy A. Zoubek	
Signature:	/Nancy A Zoubek/	
Date:	12/10/2007	

Total Attachments: 4

source=Grant of Security Interest (13 marks)_Page_1#page1.tif source=Grant of Security Interest (13 marks)_Page_2#page1.tif source=Grant of Security Interest (13 marks)_Page_3#page1.tif source=Grant of Security Interest (13 marks)_Page_4#page1.tif

TRADEMARK REEL: 003675 FRAME: 0167

EXECUTION VERSION

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of December 7, 2007, by and among PREDATORS HOLDINGS, LLC (f/k/a Predators Hockey Club, LLC), a Delaware limited liability company, NASHVILLE PREDATORS, LLC (expected to be renamed Nashville Hockey Club, LLC), a Delaware limited liability company, NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP, a Wisconsin limited partnership (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 December 7, 2007, (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); and

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; <u>provided</u> that, and not-withstanding 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

NYI-4044592v3

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.

[Remainder of page intentionally left blank]

NYI-4044592v3

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Security Interest in Trademarks to be duly executed as of this 7th day of <u>Dec.</u>, 2007.

NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP

By: Nashville Predators, LLC, its General Partner

Name: David S. Freeman

Title: Chief Executive Officer

STATE OF Tour 46300) SS.:
COUNTY OF Pavidson

BEFORE ME, on this day personally appeared <u>Day ids</u>, <u>Frequence</u> 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 NASHVILLE PREDATORS, LLC (expected to be renamed Nashville Hockey Club, LLC), as the general partner of NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP, and that such person executed the same as the act of said entities for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of Decamber, 2007.

Notary Public in and for the State of G

Commission expires: _____



NYI-4044592

Signature Page to Grant of Security Interest in Trademarks

TRADEMARK
REEL: 003675 FRAME: 0170

Schedule 1 to Grant of Security Interest in Trademarks

No.	Trademark/	Registration No./Date	Application No./Date
	Current Owner Name		
1.	Predator Head	2,640,856	76/254,088
	Forward Facing Design		
	(Nashville Hockey Club Limited Partnership)	10/22/2002	5/8/2001
2.	Predator Head	2,919,288	76/254,087
	Forward Facing Design		
	(Nashville Hockey Club Limited Partnership)	1/18/2005	5/8/2001
3.	Nashville Predators & Skull Design	2,730,071	76/253,744
	(Nashville Hockey Club Limited Partnership)	6/24/2003	5/8/2001
4.	Nashville Predators & Skull Design	2,776,288	76/254,085
	(Nashville Hockey Club Limited Partnership)	10/21/2003	5/8/2001
5.	Nashville Predators	2,419,490	75/395,000
	(Nashville Hockey Club Limited Partnership)	1/9/2001	11/24/1997
6.	Design Only	2,251,939	75/357,055
	(Nashville Hockey Club Limited Partnership)	6/8/1999	9/15/1997
7.	Design Only	2,347,506	75/356,742
	(Nashville Hockey Club Limited Partnership)	5/2/2000	9/15/1997
8.	Nashville Predators	2,364,958	75/374,858
	(Nashville Hockey Club Limited Partnership)	7/4/2000	10/17/1997
9.	Street Pride	2,243,878	75/412,737
	(Nashville Hockey Club Limited Partnership)	5/4/1999	12/31/1997
10.	Predators	2,652,096	75/348,407
	(Nashville Hockey Club Limited Partnership)	11/19/2002	8/28/1997
11.	GNASH	2,889,469	76/040,542
	(Nashville Hockey Club Limited Partnership)	9/28/2004	5/4/2000
12.	GNASH	2,499,960	76/041,224
	(Nashville Hockey Club Limited Partnership)	10/23/2001	5/4/2000
13.	GNASH	2,574,343	75/981,817
		2,0 / 1,0 10	
	(Nashville Hockey Club Limited Partnership)	5/28/2002	5/4/2000

NYI-4044592v3

RECORDED: 12/10/2007

TRADEMARK
REEL: 003675 FRAME: 0171