

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
Lightning Hockey LP		06/30/2008	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	GSP Finance LLC
Street Address:	6 East 43rd Street, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	74159060	
Serial Number:	74159097	
Serial Number:	74355025	KICK ICE.
Serial Number:	74355024	KICK ICE.
Serial Number:	74150220	LIGHTNING
Serial Number:	74212629	TAMPA BAY LIGHTNING
Serial Number:	74159098	LIGHTNING
Serial Number:	75054910	STREET LIGHTNING
Serial Number:	74083088	TAMPA BAY LIGHTNING
Serial Number:	74150213	TAMPA BAY LIGHTNING
Serial Number:	74159099	TAMPA BAY LIGHTNING
Serial Number:	74159096	TAMPA BAY LIGHTNING
Serial Number:	77265211	
Serial Number:	77265223	

CH \$415.00 74159060

Serial Number:	77265233	TAMPA BAY
Serial Number:	77265274	TAMPA BAY

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128788000
Email: trademark.group@cliffordchance.com
Correspondent Name: Steven T. Shelton
Address Line 1: 31 West 52nd Street
Address Line 2: Clifford Chance US LLP
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	80-40361365
NAME OF SUBMITTER:	Steven T. Shelton
Signature:	/Steven T. Shelton/
Date:	08/21/2008

Total Attachments: 4
source=2-B5 Second Lien Grant of Security Interest in U.S. Trademarks - TeamCo#page1.tif
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SECOND LIEN GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

WHEREAS, a Second Lien Credit Agreement (said Second Lien Credit Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Credit Agreement") was entered into as of June 30, 2008 among Lightning Enterprises LP, a Delaware limited partnership having its principal place of business at 401 Channelside Drive, Tampa, FL 33602 (the "Borrower"), various lenders party thereto (collectively, the "Second Lien Lenders"), GSP Finance LLC, a Delaware limited liability company having an address of 6 East 43rd Street, 19th Floor, New York, NY 10017, as administrative agent and collateral agent (the "Secured Party"), and the other parties thereto; and

WHEREAS, in connection with the Credit Agreement, LIGHTNING HOCKEY LP, a Delaware limited partnership (the "Grantor"), which is a wholly-owned subsidiary of the Borrower and which will derive substantial benefit as a result of the credit facilities extended under the Credit Agreement, and the Secured Party entered into a Second Lien Security Agreement dated as of June 30, 2008 (said Second Lien 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 l(c) or l(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 l(c) or l(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 second priority 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 (as defined in the Credit Agreement).

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.

[Remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Second Lien Grant of Security Interest in U.S. Trademarks to be duly executed as of this 30th day of June, 2008.

Lightning Hockey LP

By: 

Name: Oren D. Koules

Title: Chief Executive Officer

SECOND LIEN GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

TRADEMARK
REEL: 003839 FRAME: 0241

STATE OF California)
) ss.:
COUNTY OF Los Angeles)

BEFORE ME, on this day personally appeared Oren D. Koules, 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 Lightning Hockey LP, 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
26 day of June, 2008



Tammi M. Robinson
Notary Public in and for the State of California

Commission expires: Jan. 27, 2011

SECOND LIEN GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS

TRADEMARK
REEL: 003839 FRAME: 0242

Schedule 1
to the Second Lien Grant of Security Interest in U.S. Trademarks

United States Trademarks
Lightning Hockey LP

<u>Mark</u>	<u>File Date</u>	<u>Appl. No.</u>	<u>Reg. Date</u>	<u>Reg#</u>	<u>Status</u>	<u>Classes</u>
Design (Lightning Bolt)	4/22/1991	74/159,060	7/5/1994	1,843,893	Registered	41
Design (Lightning Bolt)	4/22/1991	74/159,097	6/29/1993	1,779,708	Registered	25
Kick Ice.	2/3/1993	74/355,025	9/7/1993	1,791,986	Registered	41
Kick Ice.	2/3/1993	74/355,024	12/14/1993	1,810,857	Registered	25
Lightning	3/22/1991	74/150,220	9/14/1993	1,793,260	Registered	41
TAMPA BAY LIGHTNING and Design	10/16/1991	74/212,629	9/20/1994	1,855,230	Registered	25
Lightning & Design	4/22/1991	74/159,098	8/3/1993	1,786,266	Registered	41
Street Lightning	2/8/1996	75/054,910	4/22/1997	2,054,539	Registered	41
TAMPA BAY LIGHTNING	7/30/1990	74/083,088	3/15/1994	1,827,035	Registered	41
Tampa Bay Lightning	3/22/1991	74/150,213	10/13/1992	1,724,684	Registered	25
TAMPA BAY LIGHTNING and Design	4/22/1991	74/159,099	12/13/1994	1,867,807	Registered	41
Tampa Bay Lightning & Design	4/22/1991	74/159,096	7/27/1993	1,784,874	Registered	25
Lightning bolt across the state of Florida within a circle	8/27/2007	77/265,211			Application Filed	41
Lightning bolt across the state of Florida within a circle	8/27/2007	77/265,223			Application Filed	25
TAMPA BAY	8/27/2007	77/265,233			Application Filed	25
TAMPA BAY	8/27/2007	77/265,274			Application Filed	41