

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
Tampa Bay Arena, L.P.		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: 2			
Property Type	Number	Word Mark	
Serial Number:	74687865	ICE PALACE	
Serial Number:	74687866	ICE PALACE	
CORRESPONDENCE DATA			
Fax Number:	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

CH \$65.00 74687865

Date:

08/21/2008

Total Attachments: 4

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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, TAMPA BAY ARENA, L.P., 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.

Tampa Bay Arena, L.P.

By: 

Name: Oren D. Koules

Title: Chief Executive Officer

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

TRADEMARK
REEL: 003839 FRAME: 0252

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 Tampa Bay Arena, L.P., 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
28 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: 0253

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

United States Trademarks
Tampa Bay Arena, L.P.

<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 (Ice Palace)	6/13/1995	74687865	8/20/1996	1,995,092	Registered	41
Ice Palace	6/13/1995	74687866	8/20/1996	1,995,093	Registered	41