

**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
Rexall Sports Corp.		06/27/2008	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	CIT Financial Ltd.
Street Address:	44 Whippany Road - 2nd Floor
City:	Morristown
State/Country:	NEW JERSEY
Postal Code:	07960
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2747970	
Registration Number:	2707664	
Registration Number:	1567617	OILERS
Registration Number:	1566457	OILERS
Registration Number:	2840696	OILERS
Registration Number:	2743275	OILERS
Registration Number:	2095997	
Registration Number:	2151254	

**CORRESPONDENCE DATA**

Fax Number: (212)953-7201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 415-9200  
 Email: ny.trademark@dorsey.com  
 Correspondent Name: Dorsey & Whitney LLP  
 Address Line 1: 250 Park Avenue, 15th Floor

**OP \$215.00 2747970**

Address Line 4: New York, NEW YORK 10177

ATTORNEY DOCKET NUMBER: 447491-00057

NAME OF SUBMITTER: Sarah Robertson

Signature: /sr/

Date: 08/21/2008

**Total Attachments: 11**

source=Rexall Sports Corp to CIT Financial Ltd#page1.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page2.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page3.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page4.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page5.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page6.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page7.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page8.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page9.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page10.tif  
source=Rexall Sports Corp to CIT Financial Ltd#page11.tif

**GRANT OF SECURITY INTEREST IN  
INTELLECTUAL PROPERTY**

**THIS GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** dated as of the 1<sup>st</sup> day of July, 2008 (the "**Agreement**"), made by and between Rexall Sports Corp. (the "**Grantor**") and CIT Financial Ltd. (the "**Administrative Agent**"), for and on behalf of itself, the Syndication Agent (as defined below), the Lenders and the Approved Hedging Providers (as such terms are defined in the Credit Agreement).

**RECITALS**

**WHEREAS**, *inter alia*, the Administrative Agent, as administrative agent and as a Lender, CIT Lending Services Corporation (the "**Syndication Agent**" and collectively with the Administrative Agent, the "**Agents**"), the Grantor, as borrower, Rexall Sports Holdings Corp., Edmonton Investors Group Holdings Ltd., Edmonton Investors Group Ltd., Edmonton Major Junior Hockey Corporation, Oilervision Inc. and Edmonton Oilers AHL Canada Corp., as guarantors, have entered into a Credit Agreement dated as of the 27<sup>th</sup> day of June, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

**AND WHEREAS** the Credit Agreement provides (i) that the Lenders and the Approved Hedging Providers will, on the terms and subject to the conditions set forth therein, make certain loans or advances to the Grantor, as borrower, and otherwise will extend credit or financial accommodations to the Grantor, as borrower, on the terms and conditions more particularly described therein, and (ii) for the Grantor to grant to the Administrative Agent a security interest in certain of the Grantor's assets, including, without limitation, its Copyrights, Trademarks, Patents (as defined herein), tradenames, goodwill and licences, all as more fully set forth therein;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, it is agreed as follows:

**ARTICLE 1  
DEFINITIONS**

**1.1 Definitions**

Unless otherwise specifically defined herein, capitalized terms used herein or in the recitals hereto shall have the meanings ascribed thereto in the Credit Agreement.

**"Copyrights"** means with respect to a Person all of the Person's present and future right, title and interest in and to all copyrights, whether registered or unregistered, including any of the Person's copyright registrations or applications to register, and includes all physical, electronic and other reproductions of all works protected by such copyrights, in any medium whatsoever, copyright licences, and all of the Person's cash and non-cash proceeds thereof.

“**Copyright Licence**” means any written or unwritten agreement, naming the Grantor as licensor or licensee, granting any right under any Copyright.

“**Excluded Property**” means any contract, lease, licence or other agreement that contains a provision prohibiting the assignment or grant of a security interest or hypothec therein or which, by the nature of the property, cannot be assigned, without the consent of another Person to the extent (but only to the extent) that such consent has not been obtained and such prohibition is not overruled or rendered unenforceable under any Applicable Law. Notwithstanding anything set forth herein to the contrary, the Administrative Agent will be deemed to have, and at all times to have had, a security interest or hypothec in the proceeds of such Excluded Property.

“**Obligations**” means all of the following obligations, whether now existing or hereafter incurred:

- (a) the prompt payment by the Grantor, as and when due and payable (by scheduled maturity, required prepayment, acceleration, demand or otherwise), of all Obligations (as such term is defined in the Credit Agreement); and
- (b) the due performance and observance by the Grantor of all of its other obligations from time to time existing under and in respect of the Loan Documents.

“**Patent Licence**” means all agreements, whether written or oral, providing for the grant by or to the Grantor of any right to manufacture, use or sell any invention covered by a Patent.

“**Patents**” means all the Grantor’s present and future right, title and interest in and to: (i) all patents, patent applications, along with any and all inventions and improvements described and claimed therein, inventions, utility models, industrial models and designs, invention disclosures, improvements, and all patents that may issue therefrom, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the Canadian Intellectual Property Office or the United States Patent and Trademark Office or at any similar office or agency of Canada or the United States, any province or state thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing, and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of the foregoing.

“**Proprietary Rights**” means (a) trade secrets, (b) licences, permits and franchises, (c) all applications with respect to the foregoing, (d) goodwill with respect to any of the foregoing, (e) any other forms of intellectual property, and (f) all customer lists, distribution lists, distribution agreements, supply agreements, blue prints, indemnification rights and tax refunds, together with all moneys and claims for moneys now or hereafter due and payable in connection with any of the foregoing or otherwise, and all cash and non-cash proceeds thereof, including the proceeds or royalties of any licensing agreements between the Grantor and any licensee of the Grantor’s Proprietary Rights other than Excluded Property.

“**Trademarks**” means, as to a Person, all of such Person’s present and future right, title and interest in and to all trademarks (whether registered or unregistered), trademark registrations, trademark applications, trade names, corporate names, business names, trade styles, service marks, brands, logos and any other designs or sources of business identities, trade dress,

distinguishing guises, prints and labels (on which any of the foregoing may appear), reissues, extensions and renewals of the foregoing, trademark licences, internet domain names and URLs and any trademark rights of the Persons pertaining to any of the foregoing, together with the goodwill associated therewith, and all of the Persons' cash and non-cash proceeds thereof.

**"Trademark Licence"** means any agreement, written or oral, providing for the grant by or to the Grantor of any right to use any Trademark.

## ARTICLE 2 GRANT OF SECURITY INTEREST

### 2.1 Grant of Security Interest

As security for the prompt payment in full of all Obligations, the Grantor hereby pledges and grants to the Administrative Agent a security interest, effective immediately, in all of the Grantor's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the **"IP Collateral"**):

- (a) all Patents, including, without limitation, the patents and applications, listed on **Schedule "A"** attached hereto and made a part hereof along with any and all (i) inventions and improvements described and claimed therein, (ii) any and all reissues and renewals, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith, including, without limitation, damages and payments for past, present or future infringements thereof, and (iv) rights to sue for past, present or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the **"Patent Collateral"**);
- (b) all Trademarks, including federal, state and foreign trademark or service mark registrations and/or applications, common law trademarks or service marks, tradenames and domain names, including, without limitation, the trademark registrations and applications, if any, and domain names, if any, listed on **Schedule "B"** attached hereto and made a part hereof and any and all (i) renewals or extensions thereof, and (ii) all income, royalties, fees, proceeds, payments-in-kind, revenues, damages and payments now and hereafter due and/or payable in connection therewith or otherwise relating to any use or exploitation of the Trademark rights, including, without limitation, damages and payments for past, present or future infringements thereof and rights to sue for past, present or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the **"Trademark Collateral"**);
- (c) all Copyrights, including, without limitation, registrations, recordings and applications in the Canadian Intellectual Property Office and the United States Copyright Office, including, without limitation, any thereof referred to in **Schedule "C"** attached hereto;

- (d) any Copyright Licence, Patent Licence or Trademark Licence, including, without limitation, such licenses, if any, listed on **Schedule "D"** attached hereto and made a part hereof along with (i) any renewals, modifications and supplements thereof, (ii) all income, royalties, fees, proceeds, payments-in-kind, damages and other payments now and hereafter due and/or payable in connection therewith, including, without limitation, damages and payments for past, present or future breaches thereof, (iii) rights to sue for past, present or future breaches thereof, and (iv) any other rights to use, exploit or practice any or all of the patents, trademarks or copyrights pertaining thereto (all of the foregoing are sometimes referred to herein individually and/or collectively as the "**Licence Collateral**");
- (e) all goodwill of the Grantor's business connected with and symbolized by the Trademarks and other Proprietary Rights, including, without limitation, know-how, trade secrets, proprietary information, inventions, methods, procedures and formulae;
- (f) all Copyrights in any designs, logos, artwork or graphics contained in or comprising any portion of any of the Trademarks, if any, together with any copyright registrations therefor and the right to sue for past, present or future breaches thereof and damages and payments for past, present or future breaches thereof;
- (g) all cash and non-cash proceeds of the foregoing described in clauses (a) through (f), and, to the extent not otherwise included, any
  - (i) payments under any insurance, indemnity, warranty or guarantee or letter of credit payable with respect to any of the foregoing described in clauses (a) through (f);
  - (ii) payments (in any form whatsoever) made or due and payable to the Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of any of the foregoing described in clauses (a) through (f) by any Governmental Authority (or any person acting under colour of a Governmental Authority);
  - (iii) instruments representing obligations to pay amounts in respect of any products of any of the foregoing described in clauses (a) through (f); and
  - (iv) other amounts from time to time paid or payable under or in connection with any of any of the foregoing described in clauses (a) through (f);
- (h) all books, records, ledger cards, statements, accountings, files, correspondence, computer programs, tapes, disks, and related data processing software (owned by the Grantor or in which it has an interest) that at any time evidence or contain information relating to any IP Collateral, including without limitation the ownership or exploitation of the IP Collateral, or are otherwise necessary or helpful in the use thereof, collection thereof or realization thereupon; and

- (i) to the extent not otherwise included in the foregoing, all Proprietary Rights.

The Grantor and the Administrative Agent hereby acknowledge and agree that the security interest created hereby in the IP Collateral (i) constitutes continuing collateral security for all of the Obligations, whether now existing or hereafter arising, (ii) is not to be construed as an assignment or licence of any IP Collateral, and (iii) shall remain in full force and effect until (A) the termination of the Commitments constituting the Facilities, (B) the full, final and indefeasible payment and performance of the Obligations and (C) the termination of the Facilities under the Credit Agreement and the other Loan Documents.

## **2.2 The Administrative Agent's Rights as Secured Parties**

Upon the occurrence of any Event of Default that is continuing, the Administrative Agent shall have, in addition to the rights set out herein, all the rights and remedies of a secured party under the UCC and/or PPSA, as applicable, and any other applicable provincial, state or federal laws. If any Event of Default occurs and is continuing, the Administrative Agent may, without demand of performance, advertisement or notice of intention to sell, or of the time or place of sale, and without notice to redeem, or other notice or demand whatsoever (including those referred to in Section 5.11 hereof) to or upon the Grantor (all and each of which demands, advertisements and/or notices are hereby expressly waived by the Grantor), forthwith or at any time or times thereafter (and with respect to the Excluded Property, to the extent permitted):

- (a) transfer to and/or register in the Administrative Agent's name, or the name of the Administrative Agent's nominee, any or all of the IP Collateral and/or collect, receive, appropriate and realize upon said IP Collateral; and
- (b) sell, assign, transfer and deliver to any other person all right, title and interest in and to all or any part of the IP Collateral then held by the Administrative Agent under this Agreement or subject to this Agreement.

Upon the occurrence of an Event of Default that is continuing, the Administrative Agent is hereby (and with respect to the Excluded Property, to the extent permitted) granted a licence or other right to use, without liability for royalties or any other charge, the IP Collateral or any other property of a similar nature, whether owned by the Grantor or with respect to which the Grantor has rights under licence, sublicense or other agreements, as pertains to the IP Collateral in preparing for sale, advertising for sale and selling of any IP Collateral, and the Grantor's rights under all licences and all franchise agreements (and with respect to the Excluded Property, to the extent permitted) shall inure to the benefit of the Administrative Agent.

The Grantor agrees that any notice of sale, disposition or other intended action by the Administrative Agent that may be required by applicable law, if sent to the Grantor at least ten (10) days prior to such action, shall constitute reasonable notice to the Grantor, subject to applicable law.

## **2.3 Power of Attorney**

The Grantor hereby confirms the power of attorney that it has granted to the Administrative Agent in the Credit Agreement and confirms that the Administrative Agent, or

**5.21 Counterparts**

This Agreement may be signed in any number of counterparts and by means of a facsimile or other electronic signature from which a printed copy can be made, each of which when so executed and delivered will be an original but all such counterparts shall together constitute one and the same instrument.

**5.22 Amalgamation**

The Grantor hereby acknowledges and agrees that, in the event that it amalgamates with any other entity, it is the intention of the parties that the security interest created hereunder shall extend to all of the property and undertaking of the amalgamating entities prior to the amalgamation and shall extend to all of the property and undertaking of the amalgamated entity, including all property and undertaking acquired by such amalgamated entity after the amalgamation, in each case to secure the payment and performance of all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by each of the amalgamating entities and the amalgamated entity to the Agents, the Lenders and the Approved Hedging Providers, whether incurred alone or jointly with another or others and whether as principal, guarantor or surety and whether incurred prior to, at the time of or subsequent to the amalgamation. The security interest created hereunder shall attach to the collateral of the amalgamated entity at the time of amalgamation and to any collateral thereafter owned or acquired by the amalgamated entity when such collateral becomes owned or is acquired. Upon any such amalgamation, the defined term "Grantor" shall mean, collectively, each of the amalgamating entities and the amalgamated entity, the defined term "IP Collateral" shall mean, collectively, all of the property and undertaking and interests of the amalgamating entities and the amalgamated entity in such property, and the defined term "Obligations" shall include the obligations as described in this section.

**5.23 NHL Requirements**

It is acknowledged, understood and agreed that, notwithstanding anything in this document or any other Loan Document to the contrary: (a) the exercise by any Lender or any Approved Hedging Provider of remedies under any Loan Document will be made in accordance with the terms and provisions of the NHL Co-Operation Agreement, the terms, conditions and provisions of which each of the parties to any Loan Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the NHL Co-Operation Agreement and the terms of any Loan Document (including without limitation this document/agreement), the terms of the NHL Co-Operation Agreement will control.

**[NEXT PAGE IS THE SIGNATURE PAGE]**



IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Intellectual Property as of the date first written above.

**REXALL SPORTS CORP.**

Per: 

Name: John D. Karvellas

Title: President

**CIT FINANCIAL LTD.**

Per: \_\_\_\_\_

Name:


Title:

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Grant of Security Interest in Intellectual Property as of the date first written above.

**REXALL SPORTS CORP.**







Per: \_\_\_\_\_  
Name: John D. Karvellas  
Title: President









**CIT FINANCIAL LTD.**




Per:  \_\_\_\_\_  
Name: Bryan E. Kelling  
Title: Senior Vice-President, Legal

## SCHEDULE "B"

### TRADEMARKS

Title or Mark	Country	Registration or Application No.	Registration Date
BATTLE OF ALBERTA	Canada	569,864	October 29, 2002
EDMONTON OILERS	Canada	425,426	March 18, 1994
EDMONTON OILERS	Canada	328,864	June 19, 1987
EDMONTON OILERS	Canada	330,917	August 14, 1987
EDMONTON OILERS & Design	Canada	636,945	April 7, 2005
			
COG & OIL DROP Design	Canada	598,520	January 5, 2004
			
FOUNDATION Design	Canada	623,823	October 28, 2004
			
OILERS	Canada	383,085	April 19, 1991
OILERS	Canada	425,427	March 18, 1994
OILERS & DESIGN	Canada	332,882	October 9, 1987
			
OILERS & DESIGN	Canada	340,691	May 20, 1988
			
OILERS & DESIGN	Canada	226,318	March 3, 1978
 <small>© 2005 by the Oilers Hockey Club</small>			

Title or Mark	Country	Registration or Application No.	Registration Date
OIL & COG Design 	Canada	598,519	January 5, 2004
OILERVISION	Canada	565,418	July 31, 2002
MAN & HOCKEY STICK DESIGN 	Canada	512,029	May 9, 1999
STREET SQUAD	Canada	503,638	November 4, 1998
Edmonton Oil Kings	Canada	1,296,443	NA
Oil Kings	Canada	1,296,444	NA
OIL COUNTRY	Canada	1,301,057	NA
Oil Kings & Crown Design 	Canada	1,353,230	NA
Celebrating 30 Years of Oilers Hockey and Design 	Canada	1396225	NA
Flying Bolt Design 	US	2,747,970	August 5, 2003
Flying Bolt Design (w design) 	US	2,707,664	April 15, 2003
OILERS	US	1,567,617	November 21, 1989
OILERS & Circle Design	US	1,566,457	November 14, 1989
OILERS & Shield Design 	US	2,840,696	May 11, 2004
OILERS & Shield Design 	US	2,743,275	July 29, 2003

Title or Mark	Country	Registration or Application No.	Registration Date
 Oilman with Hockey Stick Design	US	2,095,997	September 9, 1997
 Oilman with Hockey Stick Design	US	2,151,254	April 14, 1998
			

**DOMAIN NAMES**

Domain	Ownership	Registrar
NIL		
1901050-1		