

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
SILICON VALLEY SPORTS & ENTERTAINMENT, LLC		04/27/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7576		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Texas banking association:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2718726	SVSE SILICON VALLEY SPORTS & ENTERTAINMENT	
Registration Number:	2621292		
Registration Number:	2944198	SVSE SILICON VALLEY SPORTS & ENTERTAINMENT	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	c/o Cooley Godward Kronish LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1181 SVSPORT&ENTER		

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**TRADEMARK
 REEL: 003989 FRAME: 0120**

NAME OF SUBMITTER:	Erin O'Brien
Signature:	/Erin O'Brien/
Date:	05/18/2009
Total Attachments: 7 source=Silicon Valley Sports & Entertainment signed IPSA#page1.tif source=Silicon Valley Sports & Entertainment signed IPSA#page2.tif source=Silicon Valley Sports & Entertainment signed IPSA#page3.tif source=Silicon Valley Sports & Entertainment signed IPSA#page4.tif source=Silicon Valley Sports & Entertainment signed IPSA#page5.tif source=Silicon Valley Sports & Entertainment signed IPSA#page6.tif source=Silicon Valley Sports & Entertainment signed IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of April 27, 2009 by and between COMERICA BANK ("Bank") and SILICON VALLEY SPORTS & ENTERTAINMENT, LLC, a California limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor pursuant to, among other things, that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and between Grantor and Bank (as amended, modified and restated from time to time, the "Credit Agreement"), that certain Amended and Restated Security Agreement, dated as of the date hereof, by and between Grantor and Bank (as amended, modified and restated from time to time, the "Security Agreement"), that certain Amended and Restated Pledge Agreement, dated as of the date hereof, by and between Grantor and Bank (as amended, modified and restated from time to time, the "Pledge Agreement"), or together with the Credit Agreement, the promissory notes issued in connection therewith, the Guaranty (defined below), the Security Agreement, the Pledge Agreement and this Agreement, the "SVSE Documents"). In addition, Bank has agreed to make certain advances of money and to extend certain financial accommodations to SAN JOSE SHARKS, LLC, a Delaware limited liability company ("Sharks"), and SAN JOSE ARENA MANAGEMENT, LLC, a Delaware limited liability company ("Arena" or together with Sharks, the "Borrowers") pursuant to that certain Amended and Restated Loan and Security Agreement dated as of May 9, 2003 as amended, modified and restated from time to time, including by that certain First Amendment to Amended and Restated Loan and Security Agreement dated as of November 18, 2005, that certain Second Amendment to Amended and Restated Loan and Security Agreement dated as of February 15, 2007, that certain Third Amendment to Amended and Restated Loan and Security Agreement dated as of March 31, 2008 and that certain Fourth Amendment to Amended and Restated Loan and Security Agreement dated as of the date hereof (collectively, the "Loan Agreement"). Grantor expects to derive economic benefit from Bank's doing so and dealing with Borrowers in accordance with the Loan Agreement, and has entered into that certain Unconditional Guaranty dated as of the date hereof (as amended, modified and restated from time to time, the "Guaranty") Bank is willing to make such loans, advances and other extensions of credit to Grantor and to the Borrowers, only upon the condition, among others, that Grantor shall grant to Bank a security interest in its intellectual property, including all copyrights, trademarks and patents to secure the obligations of Grantor under the SVSE Documents and otherwise (the "Guarantor Obligations"). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement.

B. Pursuant to the terms of the SVSE Documents, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the SVSE Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the SVSE Documents and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (as defined below), including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto, and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. As used herein "Intellectual Property Collateral" means all of Grantor's entire right, title and interest in, to and under all of its intellectual property, including without limitation the following:

a. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

c. Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

d. All patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations in part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

e. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

h. All amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

i. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Grantor shall promptly give Bank written notice of any applications or registrations of intellectual property rights filed with the United States Patent and Trademark Office, including the date of such filing and the registration or application numbers, if any. Grantor shall (i) give Bank not less than 30 days prior written notice of the filing of any applications or registrations with the United States Copyright Office, including the title of such intellectual property rights to be registered, as such title will appear on such applications or registrations, and the date such applications or registrations will be filed, and (ii) prior to the filing of any such applications or registrations, shall execute such documents as Bank may reasonably request for Bank to maintain its perfection in such intellectual property rights to be registered by Grantor, and upon the request of Bank, shall file such documents simultaneously with the filing of any such applications or registrations. Upon filing any such applications or registrations with the United States Copyright Office, Grantor shall promptly provide Bank with (i) a copy of such applications or registrations, without the exhibits, if any, thereto, (ii) evidence of the filing of any documents requested by Bank to be filed for Bank to maintain the perfection and priority of its security interest in such intellectual property rights, and (iii) the date of such filing.

3. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Grantor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Bank, to perfect Bank's security interest in all Copyrights, Patents and Trademarks

and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to Bank the grant or perfection of a security interest in all Collateral.

(b) Grantor hereby irrevocably appoints Bank as Grantor's attorney in fact, with full authority in the place and stead of Grantor and in the name of Grantor, from time to time in Bank's discretion, to take any action and to execute any instrument which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including (i) to modify, in its sole discretion, this Agreement without first obtaining Grantor's approval or signature to such modification by amending Exhibit A, Exhibit B and Exhibit C, hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Grantor no longer has or claims any right, title or interest, (ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Grantor where permitted by law and (iii) after the occurrence of an Event of Default, to transfer the Intellectual Property Collateral into the name of Bank or a third party to the extent permitted under the California Uniform Commercial Code.

4. This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement and the other SVSE Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other SVSE Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the SVSE Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Security Agreement or any of the other SVSE Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

5. Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

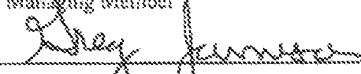
GRANTOR:

Address of Grantor:

525 West Santa Clara Street
San Jose, CA 95113
Attn: Greg Jamison

SILICON VALLEY SPORTS & ENTERTAINMENT, LLC
By: San Jose Arena Management, LLC,
Its: Manager

By: San Jose Sports and Entertainment Enterprises LLC,
Its: Managing Member

By: 
Title: Manager, CEO, President

BANK:

Address of Bank:

Comerica Bank
Attn: National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

COMERICA BANK


By: 
Title: Vice President.

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

WESTL 1037998.1
355281-000033

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EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
SVSE Silicon Valley Sports and Entertainment	2718726	5/27/2003
(Design only)	2621292	9/17/2002
SVSE Silicon Valley Sports and Entertainment	2944198	4/26/2005

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RECORDED: 05/18/2009

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