

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee information to reflect SOCIETE GENERALE instead of SUMITOMO MITSUI BANKING CORPORATION previously recorded on Reel 003915 Frame 0700. Assignor(s) hereby confirms the GRANT OF SECURITY INTEREST IN TRADEMARKS.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pittsburgh Penguins LP		10/17/2007	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	SOCIETE GENERALE
Street Address:	1221 AVENUE OF THE AMERICAS
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	CORPORATION: FRANCE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2879838	CRASH THE NET
Registration Number:	2134610	ICEBURGH
Registration Number:	2136006	
Registration Number:	2061339	ICE TIME
Registration Number:	2040741	PENS' STREET PALS
Registration Number:	1918647	
Registration Number:	2635538	
Registration Number:	1601443	
Registration Number:	2521438	
Registration Number:	0875830	
Registration Number:	2674878	

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Registration Number:	2521439	PITTSBURGH PENGUINS
Registration Number:	0875829	PENGUINS
Registration Number:	3153343	PENGUINS UNIVERSITY
Registration Number:	2686468	PENSVISION
Registration Number:	3065223	THE X GENERATION
Serial Number:	78944190	PITTSBURGH FIRST
Serial Number:	78944185	PITTSBURGH FIRST
Serial Number:	78944193	PITTSBURGH FIRST
Registration Number:	3442971	STUDENT RUSH

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212.878.8022
Email: jill.ruderfer@cliffordchance.com
Correspondent Name: Jill C. Ruderfer, Clifford Chance US LLP
Address Line 1: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	114792.1
NAME OF SUBMITTER:	Jill C. Ruderfer
Signature:	/jillcruderfer/
Date:	06/04/2009

Total Attachments: 12
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TRADEMARK ASSIGNMENT

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
PITTSBURGH PENGUINS LP		10/17/2007	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Sumitomo Mitsui Banking Corporation
Street Address:	277 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2879838	CRASH THE NET
Registration Number:	2134610	ICEBURGH
Registration Number:	2136006	
Registration Number:	2061339	ICE TIME
Registration Number:	2040741	PENS' STREET PALS
Registration Number:	1918647	
Registration Number:	2635538	
Registration Number:	1601443	
Registration Number:	2521438	
Registration Number:	0875830	
Registration Number:	2674878	
Registration Number:	2521439	PITTSBURGH PENGUINS
Registration Number:	0875829	PENGUINS
Registration Number:	3153343	PENGUINS UNIVERSITY

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Registration Number:	2686468	PENSVISION
Registration Number:	3065223	THE X GENERATION
Serial Number:	78944190	PITTSBURGH FIRST
Serial Number:	78944185	PITTSBURGH FIRST
Serial Number:	78944193	PITTSBURGH FIRST
Serial Number:	78944201	STUDENT RUSH

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128951356
Email: jennifer.spinning@cliffordchance.com
Correspondent Name: Jennifer M. Spinning
Address Line 1: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	80-20710152
NAME OF SUBMITTER:	Jennifer M. Spinning
Signature:	/Jennifer M. Spinning/
Date:	01/08/2009

Total Attachments: 4
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GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of October 17, 2007 by and among Lemieux Group LP, a Pennsylvania limited partnership, PITTSBURGH PENGUINS LP, a Pennsylvania limited partnership having its principal place of business at Mellon Arena, 66 Mario Lemieux Place, Pittsburgh, Pennsylvania 15219 (the "Grantor"), the Lenders party thereto from time to time (collectively, the "Lenders"), National City Bank, as Syndication Agent, Citicorp USA, Inc. and Fifth Third Bank, each as Co-Documentation Agent, SOCIÉTÉ GÉNÉRALE, a French banking corporation having an address at 1221 Avenue of the Americas, New York, NY 10020 (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 October 17, 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 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 and at all times subject 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; 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.

Each of the provisions of this Grant and the other Loan Documents shall be subject to the provisions of the NHL Consent Letter which the Borrower and each of the Lenders have accepted as

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reasonable and appropriate. Without limiting the generality of the preceding sentence, the Collateral Agent shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Grant or any of the other Loan Documents except in accordance with and subject to the NHL Consent Letter. Each of the Lenders shall be deemed irrevocably to authorize the Administrative Agent to execute, deliver and perform on its behalf the NHL Consent Letter and all amendments, modifications, extensions, waivers and other acts in connection with the NHL Consent Letter as the Administrative Agent shall deem appropriate, and all third parties shall be entitled to rely on the Administrative Agent's taking of any such action or execution of any such document as conclusive evidence of its authority to do so on behalf of each Lender. In the event of any inconsistency or conflict between any term of provision of this Grant or any other Loan Document and the terms and provisions of the NHL Consent Letter, the terms and provisions of the NHL Consent Letter shall control.

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GRANT OF SECURITY INTEREST IN TRADEMARKS

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Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

1	CRASH THE NET	Registered	2,879,838	8/31/04
2	ICEBURGH	Registered	2,134,610	2/3/98
3	Design (Iceburgh Logo)	Registered	2,136,006	2/10/98
4	ICE TIME	Renewed - 5/13/07d	2,061,339	5/13/97
5	PENS' STREET PALS	Renewed - 2/25/07	2,040,741	2/25/97
6	Design (Penguin head and triangle)	Renewed - 9/12/05	1,918,647	9/12/95
7	Design (Penguin head and triangle)	Registered	2,635,538	10/15/02
8	Design (Sterroidal penguin)	Renewed - 6/12/00	1,601,443	6/12/90
9	Design (Penguin w/stick down in triangle)	Registered	2,521,438	12/25/01
10	Design (Penguin w/stick up in triangle)	Renewed - 8/26/89	875,830	8/26/69
11	Design (Penguin w/stick down in triangle)	Registered	2,674,878	1/14/03
12	PITTSBURGH PENGUINS	Registered	2,521,439	12/25/01
13	PENGUINS	Renewed - 8/26/89	875,829	8/26/69
14	PENGUINS UNIVERSITY	Registered	3,153,343	10/10/06
15	PENSVISION	Registered	2,686,468	2/11/03
16	THE X GENERATION & Design	Registered	3,065,223	3/7/06
17	PITTSBURGH FIRST & Design	Published - 7/31/07	78/944,190	8/3/06
18	PITTSBURGH FIRST & Design	Allowed - 9/18/07	78/944,185	8/3/06
19	PITTSBURGH FIRST & Design	Allowed - 9/18/07	78/944,193	8/3/06
20	STUDENT RUSH	Allowed - 9/4/07	78/944,201	8/3/06

RECORDED: 01/08/2009

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 REEL: 003999 FRAME: 0008

Trademark Assignment Details

Reel/Frame: 3915 / 0700

[View Recorded Assignment](#) 

Pages: 6

Received: 01/08/2009

Recorded: 01/08/2009

Attorney Dkt #: 80-20710152

Conveyance: GRANT OF SECURITY INTEREST IN TRADEMARKS

Total properties: 20

1	Serial #: <u>72315522</u> Mark: PENGUINS	Filing Dt: 01/02/1969	Reg #: <u>875829</u>	Reg. Dt: 08/26/1969
2	Serial #: <u>72316864</u> Mark:	Filing Dt: 01/17/1969	Reg #: <u>875830</u>	Reg. Dt: 08/26/1969
3	Serial #: <u>73774946</u> Mark:	Filing Dt: 01/17/1989	Reg #: <u>1601443</u>	Reg. Dt: 06/12/1990
4	Serial #: <u>74107059</u> Mark:	Filing Dt: 10/19/1990	Reg #: <u>2521438</u>	Reg. Dt: 12/25/2001
5	Serial #: <u>74204216</u> Mark: PITTSBURGH PENGUINS	Filing Dt: 09/16/1991	Reg #: <u>2521439</u>	Reg. Dt: 12/25/2001
6	Serial #: <u>74267125</u> Mark:	Filing Dt: 04/20/1992	Reg #: <u>2635538</u>	Reg. Dt: 10/15/2002
7	Serial #: <u>74801873</u> Mark:	Filing Dt: 04/20/1992	Reg #: <u>1918647</u>	Reg. Dt: 09/12/1995
8	Serial #: <u>75100333</u> Mark: PENS' STREET PALS	Filing Dt: 05/08/1996	Reg #: <u>2040741</u>	Reg. Dt: 02/25/1997
9	Serial #: <u>75116954</u> Mark: ICE TIME	Filing Dt: 06/10/1996	Reg #: <u>2061339</u>	Reg. Dt: 05/13/1997
10	Serial #: <u>75276173</u> Mark:	Filing Dt: 04/17/1997	Reg #: <u>2136006</u>	Reg. Dt: 02/10/1998
11	Serial #: <u>75276892</u> Mark: ICEBURGH	Filing Dt: 04/17/1997	Reg #: <u>2134610</u>	Reg. Dt: 02/03/1998
12	Serial #: <u>76120037</u> Mark: CRASH THE NET	Filing Dt: 08/31/2000	Reg #: <u>2879838</u>	Reg. Dt: 08/31/2004
13	Serial #: <u>76387709</u> Mark:	Filing Dt: 03/27/2002	Reg #: <u>2674878</u>	Reg. Dt: 01/14/2003
14	Serial #: <u>76412472</u> Mark: PENSVISION	Filing Dt: 05/24/2002	Reg #: <u>2686468</u>	Reg. Dt: 02/11/2003
15	Serial #: <u>78463095</u> Mark: THE X GENERATION	Filing Dt: 08/06/2004	Reg #: <u>3065223</u>	Reg. Dt: 03/07/2006
16	Serial #: <u>78652010</u> Mark: PENGUINS UNIVERSITY	Filing Dt: 06/16/2005	Reg #: <u>3153343</u>	Reg. Dt: 10/10/2006
17	Serial #: <u>78944185</u> Mark: PITTSBURGH FIRST	Filing Dt: 08/03/2006	Reg #: NONE	Reg. Dt:
18	Serial #: <u>78944190</u> Mark: PITTSBURGH FIRST	Filing Dt: 08/03/2006	Reg #: NONE	Reg. Dt:
19	Serial #: <u>78944193</u> Mark: PITTSBURGH FIRST	Filing Dt: 08/03/2006	Reg #: NONE	Reg. Dt:
20	Serial #: <u>78944201</u>	Filing Dt: 08/03/2006	Reg #: <u>3442971</u>	Reg. Dt: 06/03/2008

Mark: STUDENT RUSH

Assignor

1 PITTSBURGH PENGUINS LP

Exec Dt: 10/17/2007

Entity Type: LIMITED PARTNERSHIP

Citizenship: NONE

Assignee

1 SUMITOMO MITSUI BANKING CORPORATION

277 PARK AVENUE

NEW YORK, NEW YORK 10172

Entity Type: CORPORATION

Citizenship: NONE

Correspondence name and address

JENNIFER M. SPINNING

31 WEST 52ND STREET

NEW YORK, NY 10019-6131

Search Results as of: 05/27/2009 03:26 PM

If you have any comments or questions concerning the data displayed, contact PRD / Assignments at 571-272-3350.
Web interface last modified: October 18, 2008 v.2.0.1

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of October 17, 2007 by and among Lemieux Group LP, a Pennsylvania limited partnership, PITTSBURGH PENGUINS LP, a Pennsylvania limited partnership having its principal place of business at Mellon Arena, 66 Mario Lemieux Place, Pittsburgh, Pennsylvania 15219 (the "Grantor"), the Lenders party thereto from time to time (collectively, the "Lenders"), National City Bank, as Syndication Agent, Citicorp USA, Inc. and Fifth Third Bank, each as Co-Documentation Agent, SOCIÉTÉ GÉNÉRALE, a French banking corporation having an address at 1221 Avenue of the Americas, New York, NY 10020 (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 October 17, 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 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 and at all times subject 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; 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.

Each of the provisions of this Grant and the other Loan Documents shall be subject to the provisions of the NHL Consent Letter which the Borrower and each of the Lenders have accepted as

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reasonable and appropriate. Without limiting the generality of the preceding sentence, the Collateral Agent shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Grant or any of the other Loan Documents except in accordance with and subject to the NHL Consent Letter. Each of the Lenders shall be deemed irrevocably to authorize the Administrative Agent to execute, deliver and perform on its behalf the NHL Consent Letter and all amendments, modifications, extensions, waivers and other acts in connection with the NHL Consent Letter as the Administrative Agent shall deem appropriate, and all third parties shall be entitled to rely on the Administrative Agent's taking of any such action or execution of any such document as conclusive evidence of its authority to do so on behalf of each Lender. In the event of any inconsistency or conflict between any term of provision of this Grant or any other Loan Document and the terms and provisions of the NHL Consent Letter, the terms and provisions of the NHL Consent Letter shall control.

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GRANT OF SECURITY INTEREST IN TRADEMARKS

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IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Trademarks to be duly executed as of this 17th day of October, 2007.

PITTSBURGH PENGUINS LP

By:

[Handwritten Signature]

Name: KENNETH G. SAWYER
Title: CEO OF PITTSBURGH PENGUINS LLC,
ITS GENERAL PARTNER

COMMONWEALTH OF PENNSYLVANIA
STATE OF

) ss.:
COUNTY OF ALLEGHENY

BEFORE ME, on this day personally appeared KENNETH G. SAWYER, 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 Pittsburgh Penguins 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
17th day of OCTOBER, 2007

[Handwritten Signature]
Notary Public in and for the State of COMMONWEALTH OF PENNSYLVANIA

Commission expires: _____

NOTARIAL SEAL
Cynthia Cerchie Ligo, Notary Public
City of Pittsburgh, Allegheny County
My commission expires November 13, 2010

GRANT OF SECURITY INTEREST IN TRADEMARKS (U.S.)

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Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

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18	PITTSBURGH FIRST & Design	Allowed - 9/18/07	78/944,185	8/3/06
19	PITTSBURGH FIRST & Design	Allowed - 9/18/07	78/944,193	8/3/06
20	STUDENT RUSH	Allowed - 9/4/07	78/944,201	8/3/06

RECORDED: 01/08/2009
RECORDED: 06/04/2009

TRADEMARK
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