

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Post-Closing Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pittsburgh Penguins LP		10/30/2009	LIMITED PARTNERSHIP: PENNSYLVANIA
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: JAPAN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3647214	A GREAT DAY FOR HOCKEY	
Serial Number:	77630418	A GREAT DAY FOR HOCKEY	
Serial Number:	77835431	DEFY ORDINARY	
Serial Number:	77835428	DEFY ORDINARY	
Serial Number:	77835424	DEFY ORDINARY	
Serial Number:	77835406	DEFY ORDINARY	
Serial Number:	77835418	DEFY ORDINARY	
Serial Number:	77837955	EXTRA ATTACKER	
Serial Number:	77851443	STUDENT RUSH	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		

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900147473

**TRADEMARK
 REEL: 004095 FRAME: 0100**

Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	PENGUINS
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/12/2009

Total Attachments: 5
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GRANT OF SECURITY INTEREST IN POST-CLOSING TRADEMARKS

WHEREAS, a Credit Agreement was entered into as of October 17, 2007 (said Credit Agreement, as amended by Amendment No. 1 thereto dated as of June 9, 2009 and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") 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, SUMITOMO MITSUI BANKING CORPORATION ("SMBC"), a Japanese banking corporation having an address at 277 Park Avenue, New York, New York 10172 (as successor to Société Générale ("SG") in its roles as administrative agent and collateral agent, 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 be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, in connection with the Security Agreement, (a) the Grantor executed in favor of the Secured Party a Grant of Security Interest in Trademarks dated as of October 17, 2007 (the "Closing Date Trademark Grant") in respect of all Trademarks and related collateral noted therein owned by the Grantor as of such date, which Closing Date Trademark Grant was filed and recorded in the United States Patent and Trademark Office, and (b) thereafter, SG, SMBC and the Grantor executed a Confirmation of Total Assignment of Security Interests in Intellectual Property Collateral dated as of May 26, 2009 (the "Confirmation") confirming, among other things, the transfer and assignment from SG to SMBC of the security interests in Trademarks and related collateral granted pursuant to the Security Agreement and the Closing Date Trademark Grant, which Confirmation was also filed and recorded in the United States Patent and Trademark Office; and

WHEREAS, following the date of the Closing Date Trademark Grant, 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 1(c) or 1(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 1(c) or 1(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 "Post-Closing 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 (including the Post-Closing Trademarks), and the goodwill of the business symbolized by the Trademarks (including the Post-Closing 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 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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IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Post-Closing Trademarks to be duly executed as of this 30 day of October, 2009.

PITTSBURGH PENGUINS LP

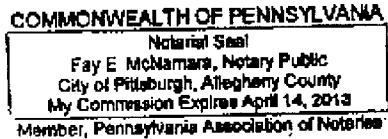
By: [Signature]
Name: KENNETH M. HAUT
Title: V.P. & Controller

STATE OF Pennsylvania) ss.:
COUNTY OF Allegheny

BEFORE ME, on this day personally appeared Kenneth M. Haut, 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 30th day of October, 2009

[Signature]
Notary Public in and for the State of Pennsylvania
Commission expires: April 14, 2013



Schedule 1 to GRANT OF SECURITY INTEREST IN POST-CLOSING TRADEMARKS

Trademark	Status	Appl. No./ Reg. No.	Filing Date/ Reg. Date	Int'l Class(es)
A GREAT DAY FOR HOCKEY	Registered	77/630408 3647214	23-Dec-2008 30-Jun-2009	41
A GREAT DAY FOR HOCKEY	Allowed	77/630418	10-Dec-2008	6, 9, 14, 16, 18, 21, 24, 25, 28
DEFY ORDINARY	Pending	77/835431	25-Sep-2009	25
DEFY ORDINARY	Pending	77/835428	25-Sep-2009	41
DEFY ORDINARY	Pending	77/835424	25-Sep-2009	9, 12, 14, 16, 18, 20, 21, 24, 26, 28, 31
DEFY ORDINARY & Design	Pending	77/835406	25-Sep-2009	25
DEFY ORDINARY & Design	Pending	77/835418	25-Sep-2009	41
EXTRA ATTACKER	Pending	77/837955	30-Sep-2009	41
STUDENT RUSH	Pending	77/851,443	19-Oct-2009	25