

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Intellectual Propert Termination and Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GSP Finance LLC		03/03/2010	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Lightning Investment Holdings LP
Street Address:	401 Channelside Dr.
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1843893	
Registration Number:	1779708	
Registration Number:	1791986	KICK ICE.
Registration Number:	1810857	KICK ICE.
Registration Number:	1793260	LIGHTNING
Registration Number:	1855230	TAMPA BAY LIGHTNING
Registration Number:	1786266	LIGHTNING
Registration Number:	2054539	STREET LIGHTNING
Registration Number:	1827035	TAMPA BAY LIGHTNING
Registration Number:	1724684	TAMPA BAY LIGHTNING
Registration Number:	1867807	TAMPA BAY LIGHTNING
Registration Number:	1784874	TAMPA BAY LIGHTNING
Registration Number:	3551178	
Registration Number:	3551179	

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Registration Number:	3551180	TAMPA BAY
Registration Number:	3551181	TAMPA BAY
Registration Number:	1995092	ICE PALACE
Registration Number:	1995093	ICE PALACE

CORRESPONDENCE DATA

Fax Number: (214)746-7777
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147467721
Email: lucas.spivey@weil.com, suzanne.inglis@weil.com
Correspondent Name: Lucas E. Spivey
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 200 Crescent Court, Suite 300
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	57201.0004.L.E.SPIVEY
NAME OF SUBMITTER:	Lucas E. Spivey
Signature:	/Lucas E. Spivey/
Date:	03/03/2010

Total Attachments: 9
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FIRST LIEN INTELLECTUAL PROPERTY TERMINATION AND RELEASE

This FIRST LIEN INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of March 3, 2010, is made by and among Lightning Investment Holdings LP, a Delaware limited partnership (the "Limited Partner"), Lightning Investment GP LLC, a Delaware limited liability company (the "General Partner"; each of the Limited Partner and the General Partner being referred to herein individually as a "Parent" and collectively as the "Parents"), Lightning Enterprises LP, a Delaware limited partnership (the "Borrower"), each of the subsidiaries of the Borrower listed on Schedule B hereto (the "Subsidiary Grantors" and together with each Parent and the Borrower, the "Grantors" and each a "Grantor") and GSP Finance LLC, a Delaware limited liability company ("GSPF"), as administrative agent and collateral agent for the Secured Parties (in such capacity, "Agent") pursuant to that certain First Lien Credit Agreement, by and among the Parents, the Borrower, the lenders party thereto and GSPF, dated as of June 30, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the First Lien Intellectual Property Security Agreements (as defined below).

RECITALS

A. The Grantors each granted a security interest in their respective (a) trademarks and trademark applications identified on Schedule A attached hereto (collectively, the "Trademarks") to Agent, (1) pursuant to that certain First Lien Security Agreement, dated as of June 30, 2008 (the "First Lien Security Agreement"), among the Parents, the Borrower, the Subsidiary Grantors and Agent and (2) to confirm and put on public record the grant of such security interest thereunder, (i) Tampa Bay Arena, L.P., a Delaware limited partnership, executed that certain First Lien Grant of Security Interest in U.S. Trademarks, dated as of June 30, 2008 (the "TBA 1st Lien IP Agreement"), in favor of Agent in connection with the obligations under the First Lien Credit Agreement, (ii) Lightning Hockey LP, a Delaware limited partnership ("LH"), executed that certain First Lien Grant of Security Interest in U.S. Trademarks, dated as of June 30, 2008 (the "LH 1st Lien IP Agreement"), in favor of Agent in connection with the obligations under the First Lien Credit Agreement, and (iii) LH executed that certain First Lien Grant of Security Interest in Canadian Trademarks, dated as of June 30, 2008 (the "LH 1st Lien Canadian IP Agreement"), in favor of Agent in connection with the obligations under the First Lien Credit Agreement and (b) copyrights identified on Schedule A attached hereto (collectively, the "Copyrights") to Agent, (1) pursuant to the First Lien Security Agreement and (2) to confirm and put on public record the grant of such security interest thereunder, LH executed that certain First Lien Grant of Security Interest in Canadian Copyrights, dated as of June 30, 2008 (the "LH 1st Lien Canadian Copyright IP Agreement" and, together with the First Lien Security Agreement, the TBA 1st Lien IP Agreement, the LH 1st Lien IP Agreement and the LH 1st Lien Canadian IP Agreement, the "First Lien Intellectual Property Security Agreements") in favor of Agent in connection with the obligations under the First Lien Credit Agreement.

B. In order to evidence the grant of security interests under the First Lien Intellectual Property Security Agreements, Grantors caused the due execution and delivery of certain filings in the United States Patent and Trademark Office (the “USPTO”) and the United States Copyright Office (the “USCO”).

C. The obligations under the First Lien Credit Agreement, the other Loan Documents (as defined in the First Lien Credit Agreement) and all documents and agreements delivered pursuant to the First Lien Credit Agreement or in connection therewith to the extent described therein have been terminated and otherwise satisfied in full except for those liabilities and obligations which are expressly stated to survive repayment of the Loans (as defined in the First Lien Credit Agreement) and termination of such other Loan Documents.

D. Agent has agreed to release all security interests granted to or held by Agent as security for the obligations under the First Lien Credit Agreement and the other Loan Documents.

E. In order to evidence the release of the security interests granted pursuant to the First Lien Intellectual Property Security Agreements, Grantors have requested, and Agent has agreed, to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, Grantors and Agent hereby agree as follows:

SECTION 1. Release and Discharge. Agent agrees to release all security interests granted to or held by it for the benefit of the Secured Parties in the Trademarks and Copyrights pursuant to the First Lien Intellectual Property Security Agreements as security for the obligations under the First Lien Credit Agreement and the other Loan Documents. Agent agrees that the Trademarks and Copyrights securing the obligations are hereby released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the First Lien Intellectual Property Security Agreements and such security interests are hereby reconveyed to Grantors.

SECTION 2. Effectiveness. This Agreement becomes effective when all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission or other electronic transmission).

SECTION 3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile transmission), each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

LIGHTNING INVESTMENT HOLDINGS LP
LIGHTNING INVESTMENT GP LLC
LIGHTNING ENTERPRISES LP
LIGHTNING HOCKEY GP LLC
LIGHTNING HOCKEY LP
TAMPA BAY ARENA, L.P.
3030999 NOVA SCOTIA COMPANY

By: 

Name: Oren Koules

Title: Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN INTELLECTUAL PROPERTY TERMINATION AND RELEASE]

GSP FINANCE LLC,
as Collateral Agent for the First Lien Lenders

By: Philip F. Landolphi
Name: Philip F. Landolphi
Title: Managing Director

Schedule A

See attached.

SCHEDULE A

TRADEMARKS

United States Intellectual Property

Trademarks for Lightning Hockey LP

Mark	File Date	Appl. No.	Reg. Date	Reg. No.	Status
Design (Lightning Bolt)	4/22/1991	74/159,060	7/5/1994	1,843,893	Registered
Design (Lightning Bolt)	4/22/1991	74/159,097	6/29/1993	1,779,708	Registered
Kick Ice.	2/3/1993	74/355,025	9/7/1993	1,791,986	Registered
Kick Ice.	2/3/1993	74/355,024	12/14/1993	1,810,857	Registered
Lightning	3/22/1991	74/150,220	9/14/1993	1,793,260	Registered
TAMPA BAY LIGHTNING and Design	10/16/1991	74/212,629	9/20/1994	1,855,230	Registered
Lightning & Design	4/22/1991	74/159,098	8/3/1993	1,786,266	Registered
Street Lightning	2/8/1996	75/054,910	4/22/1997	2,054,539	Registered
TAMPA BAY LIGHTNING	7/30/1990	74/083,088	3/15/1994	1,827,035	Registered
Tampa Bay Lightning	3/22/1991	74/150,213	10/13/1992	1,724,684	Registered
TAMPA BAY LIGHTNING and Design	4/22/1991	74/159,099	12/13/1994	1,867,807	Registered
Tampa Bay Lightning & Design	4/22/1991	74/159,096	7/27/1993	1,784,874	Registered
Lightning bolt across the state of Florida within a circle	8/27/2007	77/265,211	12/23/2008	3,551,178	Registered
Lightning bolt across the state of Florida within a circle	8/27/2007	77/265,223	12/23/2008	3,551,179	Registered
TAMPA BAY	8/27/2007	77/265,233	12/23/2008	3,551,180	Registered
TAMPA BAY	8/27/2007	77/265,274	12/23/2008	3,551,181	Registered

Schedule A
United States Intellectual Property

Trademarks for Tampa Bay Arena, L.P.

Mark	File Date	App. No.	Reg. Date	Reg. #	Status
Design (Ice Palace)	6/13/1995	74687865	8/20/1996	1,995,092	Registered
Ice Palace	6/13/1995	74687866	8/20/1996	1,995,093	Registered

Schedule A
Canadian Intellectual Property

Canadian Intellectual Property

Trademarks for Lightning Hockey LP

Mark	File Date	Appl. No.	Reg. Date	Reg. No.	Status
Flash-Lightning and Design	5/22/1991	682607	7/7/1995	TMA444864	Registered
Flash-Lightning Design	5/22/1991	682606	10/22/1993	TMA418478	Registered
Lightning	5/23/1991	682498	12/17/1993	TMA420955	Registered
Lightning & Design	5/23/1991	682469	6/4/1993	TMA413077	Registered
Tampa Bay Lightning	1/23/1991	674466	12/24/1993	TMA421362	Registered
Tampa Bay Lightning	5/23/1991	682493	7/29/1994	TMA430889	Registered
Tampa Bay Lightning & Design	3/30/1994	751073	5/3/1996	TMA456959	Registered
Tampa Bay Lightning & Design	5/22/1991	682609	8/5/1994	TMA431364	Registered
Tampa Bay Lightning & Design	5/22/1991	682608	11/26/1993	TMA420004	Registered
Tampa Bay & Design	8/29/2007	1361651	9/23/2009	TMA748569	Registered
Lightning Design	8/29/2007	1361655	9/25/2009	TMA748696	Registered
Tampa Bay & Design	2/12/2001	1092407			Application

Copyrights

Copyright	Reg. Date	Reg. No.	Status
Tampa Bay Lightning Crest Design	7/25/1995	444961	Registered
Tampa Bay Lightning Uncrested Home Uniform Jersey	8/02/1995	445163	Registered
Tampa Bay Lightning Uncrested Away Uniform Jersey	8/02/1995	445164	Registered
Tampa Bay Lightning Secondary Crest	8/17/1995	445534	Registered
Tampa Bay Lightning Word Mark	8/17/1995	445536	Registered

Schedule B

Lightning Hockey GP LLC
Lightning Hockey LP
Tampa Bay Arena, L.P.
3030999 Nova Scotia Company