# 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
Nashville Hockey Club Limited Partnership		112/28/2010	LIMITED PARTNERSHIP: WISCONSIN

## RECEIVING PARTY DATA

Name:	Regions Bank, as Collateral Agent
Street Address:	3050 Peachtree Road NW
Internal Address:	Suite 400
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2640856	
Registration Number:	2919288	
Registration Number:	2776288	NASHVILLE PREDATORS
Registration Number:	2730071	NASHVILLE PREDATORS
Registration Number:	2499960	GNASH
Registration Number:	2889469	GNASH
Registration Number:	2574343	GNASH
Registration Number:	2854040	HOCKEY TONK
Registration Number:	2243878	STREET PRIDE
Registration Number:	2419490	NASHVILLE PREDATORS
Registration Number:	2364958	NASHVILLE PREDATORS
Registration Number:	2251939	
Registration Number:	2347506	
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Registration Number:	2652096	PREDATORS
Serial Number:	77829496	NASHVILLE PREDATORS HOCKEY CLUB
Serial Number:	77829488	NASHVILLE PREDATORS HOCKEY CLUB

#### **CORRESPONDENCE DATA**

Fax Number: (919)416-8328

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	029925-61 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	12/30/2010

**Total Attachments: 3** 

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#### GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, an Amended and Restated Credit Agreement (the "Credit Agreement") was entered into as of December 28, 2010, by and among PREDATORS HOLDINGS, LLC, a Delaware limited liability company, NASHVILLE PREDATORS, LLC, a Delaware limited liability company, NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP, a Wisconsin limited partnership (the "Grantor"), various lenders party thereto (collectively, the "Lenders"), and REGIONS BANK, as 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 an Amended and Restated Security Agreement dated as of December 28, 2010, (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, pursuant 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 (a) 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; (b) all reissues, extensions or renewals thereof; (c) all of the Grantor's right, title and interest in and to any and all present and future license agreements with respect to the Trademarks; (d) all present and future accounts and other rights to payment arising from, in connection with or relating to the Trademarks; (e) all cash and non-cash proceeds of any and all of the foregoing; and (f) any claims by the Grantor against third parties and the right to recover for all past, present, and future infringements or other violations of the foregoing (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 not-withstanding anything to the contrary contained herein or in the Security Agreement, no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE.

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IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Security Interest in Trademarks to be duly executed as of this 29 day of Victor, 2010.

> NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP, a Wisconsin limited partnership

Nashville Predators, LLC, a Delaware limited By: liability company, its general partner

Title: Chairman and Chief Executive Officer

STATE OF TN COUNTY OF DA

BEFORE ME, on this day personally appeared Thomas G. Cigarran, 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 NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP, and that such person executed the same as the act of said company for the purpose and consideration therein stated.

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VEVEN UNDER MY HAND AND SEAL OF

PREDATORS HOLDINGS, LLC GRANT OF SECURITY INTEREST IN TRADEMARKS (US)

# Schedule I to Grant of Security Interest in Trademarks

# Nashville Hockey Club Limited Partnership (Wisconsin LP)

# **U.S. Trademarks**

# **Registered Marks**

Mark	Registration No.	Registration Date
Design only	2640856	10/22/02
Design only	2919288	01/18/05
NASHVILLE PREDATORS and Design	2776288	10/21/03
NASHVILLE PREDATORS and Design	2730071	06/24/03
GNASH	2499960	10/23/01
GNASH	2889469	09/28/04
GNASH	2574343	05/28/02
HOCKEY TONK	2854040	06/15/04
STREET PRIDE	2243878	05/04/99
NASHVILLE PREDATORS	2419490	01/09/01
NASHVILLE PREDATORS	2364958	07/04/00
Design only	2251939	06/08/99
Design only	2347506	05/02/00
PREDATORS	2652096	11/19/02

# **Pending Applications**

Mark	Application No.	Filing Date
NASHVILLE PREDATORS HOCKEY CLUB and Design	77829496	09/18/09
NASHVILLE PREDATORS HOCKEY CLUB and Design	77829488	09/18/09

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**RECORDED: 12/30/2010**