

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                   |                                     |                       |                           |
|-----------------------------------|-------------------------------------|-----------------------|---------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                      |                       |                           |
| <b>NATURE OF CONVEYANCE:</b>      | Confirmation of Security Interests  |                       |                           |
| <b>CONVEYING PARTY DATA</b>       |                                     |                       |                           |
| <b>Name</b>                       | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>        |
| Pittsburgh Penguins LP            |                                     | 12/29/2010            | CORPORATION: PENNSYLVANIA |
| <b>RECEIVING PARTY DATA</b>       |                                     |                       |                           |
| <b>Name:</b>                      | Sumitomo Mitsui Banking Corporation |                       |                           |
| <b>Street Address:</b>            | 277 Park Avenue                     |                       |                           |
| <b>City:</b>                      | New York                            |                       |                           |
| <b>State/Country:</b>             | NEW YORK                            |                       |                           |
| <b>Postal Code:</b>               | 10172                               |                       |                           |
| <b>Entity Type:</b>               | CORPORATION: JAPAN                  |                       |                           |
| <b>PROPERTY NUMBERS Total: 19</b> |                                     |                       |                           |
| <b>Property Type</b>              | <b>Number</b>                       | <b>Word Mark</b>      |                           |
| 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:              | 875830                              |                       |                           |
| Registration Number:              | 2674878                             |                       |                           |
| Registration Number:              | 2521439                             | PITTSBURGH PENGUINS   |                           |
| Registration Number:              | 875829                              | PENGUINS              |                           |
| Registration Number:              | 3153343                             | PENGUINS UNIVERSITY   |                           |

CH \$490.00 2879838

|                      |          |                        |
|----------------------|----------|------------------------|
| Registration Number: | 3065223  | THE X GENERATION       |
| Registration Number: | 3442971  | STUDENT RUSH           |
| Registration Number: | 3647214  | A GREAT DAY FOR HOCKEY |
| Registration Number: | 3869312  | EXTRA ATTACKER         |
| Serial Number:       | 77851443 | STUDENT RUSH           |

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 63715         |
| NAME OF SUBMITTER:      | Jean Paterson |
| Signature:              | /jep/         |
| Date:                   | 01/10/2011    |

**Total Attachments: 9**  
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

PITTSBURGH PENGUINS LP

- Individual(s)                       Association  
 General Partnership             Limited Partnership  
 Corporation- State: Pittsburgh, PA  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 12/29/2010

- Assignment                               Merger  
 Security Agreement                     Change of Name  
 Other Confirmation of Security Interests

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: SUMITOMO MITSUI BANKING CORPORATION

Internal

Address: 277 Park Avenue

Street Address: 277 Park Avenue

City: New York

State: NY

Country: USA                              Zip: 10172

- Association    Citizenship \_\_\_\_\_  
 General Partnership    Citizenship \_\_\_\_\_  
 Limited Partnership    Citizenship \_\_\_\_\_  
 Corporation    Citizenship Japan  
 Other \_\_\_\_\_    Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,879,838 and 18 others; See schedule attached

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Jill C. Ruderfer

Internal Address: c/o Clifford Chance US LLP

Street Address: 31 West 52nd Street

City: New York

State: NY                              Zip: 10019

Phone Number: 212-878-8022

Fax Number: 212-878-8375

Email Address: jill.ruderfer@cliffordchance.com

**6. Total number of applications and registrations involved:**

19

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

01/07/2011

Date

Jill C. Ruderfer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

9

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**CONFIRMATION OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY  
COLLATERAL**

WHEREAS, SUMITOMO MITSUI BANKING CORPORATION, as the secured party (the "Secured Party"), and PITTSBURGH PENGUINS LP, as grantor (the "Grantor"), wish to confirm by this confirmation (the "Confirmation") that the Secured Party has and retains all rights, priorities and status as secured party under the Credit Agreement and the Security Agreement (each as defined below), and each other operative document executed in connection therewith, originally granted to it as secured party under the Original Credit Agreement and Original Security Agreement (each as defined below), and each other operative document executed in connection therewith, and that any and all interests in the Intellectual Property Collateral (as defined below) held by the Secured Party continue in full force and effect and will not in any way be released, discharged or otherwise terminated; and

WHEREAS, the Grantor, the lenders party thereto and the Secured Party, as administrative agent (as successor to Société Générale), among others, are parties to a credit agreement dated as of October 17, 2007 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement"); and

WHEREAS, in connection with the Original Credit Agreement, the Grantor and the Secured Party, as collateral agent (as successor to Société Générale), are parties to a security agreement dated as of October 17, 2007 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the "Original Security Agreement"); and

WHEREAS, the Grantor, the lenders from time to time party thereto, PNC Bank, National Association ("PNC"), as administrative agent, and the Secured Party, as collateral agent, among others, have entered into an amended and restated credit agreement dated as of December [ ], 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party, as collateral agent, have entered into an amended and restated security agreement dated as of December [ ], 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement", capitalized terms used herein and not otherwise defined herein being therein defined); and

WHEREAS, pursuant to the Original Security Agreement and henceforth subject to the Security Agreement, the Grantor granted to the Secured Party and any successor thereto, a security interest in all right, title and interest of the Grantor in and to (a) all of the Grantor's present and future registered copyrights and copyright registrations, including the Grantor's registered copyrights and copyright registrations listed in Schedule 1 to this Confirmation, applications for copyright registrations and copyrights that are not registered in the United States Copyright Office including, without limitation, derivative works (collectively, the "US Copyrights"), and any and all royalties, payments, and other amounts payable to the Grantor in connection with the US Copyrights, together with all renewals and extensions of the US Copyrights, the right to recover for all past, present, and future infringements of the US Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the US Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto; (b) all of the Grantor's right, title and interest in and to any and all present and future license agreements with respect to the US Copyrights; (c) all present and future accounts and other rights to payment arising from, in connection with or relating to the US Copyrights; and (d) all cash and non-cash proceeds of any and all of the foregoing (collectively, the "US Copyrights Collateral"), to secure the payment and performance of the Obligations; and

WHEREAS, pursuant to the Original Security Agreement and henceforth subject to the Security Agreement, the Grantor granted to the Secured Party and any successor thereto, a security interest in all right, title and interest of the Grantor in and to (a) all trademarks, trade names, trade styles and service marks registered in the United States Patent and Trademark Office (the "US Trademarks"), and the goodwill of the business symbolized by the US 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, including those listed on Schedule 2 hereto, all Trademark Licenses and (b) all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "US Trademarks Collateral"), to secure the payment and performance of the Obligations; and

WHEREAS, pursuant to the Original Security Agreement and henceforth subject to the Security Agreement, the Grantor granted to the Secured Party and any successor thereto, a security interest in all right, title and interest of the Grantor in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the Canadian Trade-marks Office, in any similar office or agency of Canada, or any Province or Territory thereof, and all extensions or renewals thereof, including those listed on Schedule 3 hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill (the "Canadian Trademarks Collateral"), and together with the US Copyrights Collateral and the US Trademarks Collateral, the "Intellectual Property Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, the Grantor and the Secured Party do hereby confirm and put on the public record that the Secured Party continues to have all rights, priorities and status under the Credit Agreement, the Security Agreement and each other operative document executed in connection therewith that originally granted to it as secured party under the Original Credit Agreement and Original Security Agreement, including, but not limited to, the Secured Party's status as secured party of record for or in any of the Intellectual Property Collateral. The liens created in the Intellectual Property Collateral pursuant to the Original Security Agreement continue in full force and effect, subject to the provisions of the Security Agreement, and are not being released, discharged or otherwise terminated.

It is acknowledged, understood and agreed that, notwithstanding anything in this Confirmation or any other Operative Document (as such term is defined in the NHL Consent Letter) to the contrary, (a) each of the provisions of this Confirmation and the other Operative Documents is subject to the terms, conditions and provisions of the NHL Consent Letter, the terms, conditions and provisions of which each Club Party (as such term is defined in the NHL Consent Letter), the Administrative Agent, the Secured Party, each other Secured Party (as such term is defined in the Security Agreement) and each other party to this Confirmation or any other Operative Document has accepted as reasonable and appropriate, (b) any exercise or enforcement (or purported exercise or enforcement) by the Administrative Agent, the Secured Party or any other Secured Party (as such term is defined in the Security Agreement) of any of its rights or remedies under this Confirmation or any other Operative Document will be made strictly in accordance with the terms, conditions and provisions of the NHL Consent Letter, and (c) in the event of any conflict or inconsistency between any of the terms, conditions or provisions of the NHL Consent Letter and any of the terms, conditions or provisions of this Confirmation or any other Operative Document, such term, condition or provision of the NHL Consent Letter will control. Each Secured Party (as such term is defined in the Security Agreement) shall be deemed to have irrevocably authorized the Secured Party 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 Secured Party shall deem appropriate, and all third parties shall be entitled to rely on the Secured Party'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 Secured Party (as such term is defined in the Security Agreement). The NHL shall be an intended third party beneficiary of this paragraph.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Confirmation Of Security Interests In Intellectual Property Collateral this 24 day of December, 2010.

**SUMITOMO MITSUI BANKING CORPORATION**

By: 

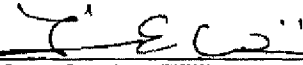
Name: Masakazu Hasegawa  
Title: General Manager

**CONFIRMATION OF  
SECURITY INTERESTS**

**TRADEMARK  
REEL: 004449 FRAME: 0570**

**PITTSBURGH PENGUINS, LP**

**By PITTSBURGH PENGUINS, LLC,  
its sole general partner**

By: 

Name: Travis B. Williams

Title: Senior Vice President for Business Affairs,  
General Counsel, Secretary and Treasurer

CONFIRMATION OF  
SECURITY INTERESTS

**TRADEMARK**  
**REEL: 004449 FRAME: 0571**



**Schedule 1 – US Copyrights**

| <b>Item No.</b> | <b>Title</b>  | <b>Registration No.</b> |
|-----------------|---|-------------------------|
| 1               | Design of a penguin holding a hockey stick              | VA-628-568              |
| 2               | Design of a man on roller blades holding a hockey stick | VA-629-403              |
| 3               | Untitled  | VA-514-439              |
| 4               | Design of a Bee   | VA-629-375              |
| 5               | Pittsburgh Penguins 2009 Stanley Cup Ring               | VA-0001687535           |

**Schedule 2 – US Trademarks**

| <b>Item No.</b> | <b>Mark</b>                               | <b>Status</b> | <b>Serial No./<br/>Reg. No.</b> | <b>Filing Date/<br/>Reg. Date</b> |
|-----------------|---|---------------|---------------------------------|-----------------------------------|
| 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                                  | Registered    | 2,061,339                       | 5/13/97                           |
| 5               | PENS' STREET PALS                         | Registered    | 2,040,741                       | 2/25/97                           |
| 6               | Design (Penguin head and triangle)        | Registered    | 1,918,647                       | 9/12/95                           |
| 7               | Design (Penguin head and triangle)        | Registered    | 2,635,538                       | 10/15/02                          |
| 8               | Design (Sterroidal penguin)               | Registered    | 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)   | Registered    | 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                                  | Registered    | 875,829                         | 8/26/69                           |
| 14              | PENGUINS UNIVERSITY                       | Registered    | 3,153,343                       | 10/10/06                          |
| 15              | THE X GENERATION & Design                 | Registered    | 3,065,223                       | 3/7/06                            |
| 16              | STUDENT RUSH                              | Registered    | 3,442,971                       | 6/3/08                            |
| 17              | A GREAT DAY FOR HOCKEY                    | Registered    | 3,647,214                       | 6/30/09                           |
| 18              | EXTRA ATTACKER                            | Registered    | 3869312                         | 11/2/2010                         |
| 19              | STUDENT RUSH                              | Pending       | 77/851443                       | 10/19/09                          |

**Schedule 3 – Canadian Trademarks**

| Item No. | Mark  | Status     | Appl. No./<br>Reg. No. | Filing Date/<br>Reg. Date |
|----------|---|------------|------------------------|---------------------------|
| 1        | Design (Penguin w/stick down in triangle)       | Registered | TMA343,734             | 8/12/88                   |
| 2        | Design (Penguin w/stick down in triangle)       | Registered | TMA304,458             | 7/5/85                    |
| 3        | PENGUINS  | Registered | TMA336,128             | 1/8/88                    |
| 4        | PENGUINS  | Registered | TMA343,803             | 8/12/88                   |
| 5        | PITTSBURGH PENGUINS                             | Registered | TMA170,640             | 8/21/70                   |
| 6        | PITTSBURGH PENGUINS & Design<br>(circular logo) | Registered | TMA175,653             | 4/23/71                   |
| 7        | Design (Penguin head with triangle)             | Registered | TMA421,532             | 12/24/93                  |
| 8        | Design (Penguin with stick down in triangle)    | Registered | TMA597,188             | 12/11/03                  |