

USPTO
JOEL SCHECHTER ESQ.

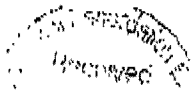
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COMPANY: CUMMINGS & LOCKWOOD, LLC

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CUMMINGS & LOCKWOOD LLC

001/008



MAY 23 2011

Form PTO-1594 (Rev. 03-11)
OMB Collection 0851-0027 (Exp. 03/09)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103625358

To the Director of the U. S. Patent and Trademark Office, or to the addressee of the assigned documents or the new address(es) below.

1. Name of conveying party(ies):

Anahelm Ducks Hockey Club, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 17, 2011

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A.

Internal

Address: _____

Street Address: 270 Park Ave.

City: New York

State: New York

Country: USA

Zip: 10017

- Association Citizenship _____
 - General Partnership Citizenship _____
 - Limited Partnership Citizenship _____
 - Corporation Citizenship _____
 - Other Association National Citizenship Ohio
- 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)

See Schedule A to Trademark Security Agreement attached hereto.

See Schedule A to Trademark Security Agreement attached hereto.

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: Joel Schechter, Esq.

Internal Address: Cummings & Lockwood, LLC

Street Address: 3001 Tamiami Trail North

City: Naples

State: Florida

Zip: 34103

Phone Number: 239-649-3128

Fax Number: 239-430-3325

Email Address: jschechter@cl-law.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

B. Payment Information:

Deposit Account Number: 11 KMGUYEN1 80009839 345348

Authorized User Name: _____

B. Signature:

Signature

May 17, 2011

Date

Joel Schechter, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

TRADEMARK

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Arlington, VA 22203

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SCHEDULE A

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations -- United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
Webbed D Design	3,453,483	June 24, 2008
Webbed D Design	3,457,742	July 1, 2008

Trademark or <u>Service Mark</u>	Pending Applications -- United States Patent and Trademark Office	
	<u>Application No./Date</u>	<u>Status</u>
ANAHEIM DUCKS & Duck Mask with Hockey Stick Design (2010)	85/186,318 November 29, 2010	Pending
ANAHEIM DUCKS & Duck Mask with Hockey Stick Design (2010)	85/186,306 November 29, 2010	Pending

TRADEMARK SECURITY AGREEMENT

WHEREAS, ANAHEIM DUCKS HOCKEY CLUB, LLC (FORMERLY NAMED "ANAHEIM SPORTS MANAGEMENT, LLC"), a limited liability company organized under the laws of the State of (hereinafter referred to as the "Grantor"), owns the U.S. trademarks, trademark registrations and trademark applications listed on Schedule "A" annexed hereto; and

WHEREAS, the Grantor has agreed to grant, subject to (i) liens permitted to exist on such assets pursuant to both (A) the Credit Agreement, effective as of October 30, 2007, as amended and restated effective as of May 17, 2011 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, the banks (the "Banks") that are parties to the Credit Agreement, and JPMorgan Chase Bank, N.A., as Book Manager and Administrative Agent (in such capacity, together with its successors in such capacity, the "Agent") for the Banks, and (B) the Security Agreement, effective as of October 30, 2007, by the Grantor in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) existing trademark licenses granted by the Grantor in the ordinary course of rights with respect to such assets, a security interest in certain assets of the Grantor to secure the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby mortgage, pledge and grant to the Agent, its successors, endorsees, transferees and assigns for the ratable benefit of the Banks, a security interest in all of the Grantor's right, title and interest in, to and under the following U.S. trademark applications and trademark registrations, whether presently existing or hereafter arising or acquired, and which is more fully described in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein:

- (a) each U.S. trademark, trademark registration and trademark application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration referred to in Schedule A, and of any trademark licensed under any trademark license listed on Schedule A, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the interest granted in the Security Agreement which is incorporated herein by reference, and of which this Trademark Security Agreement is a part. The security interest created by this Trademark Security Agreement and the rights of the Agent to enforce its rights and remedies with respect to the Collateral are subject to the rights of the NHL under the NHL Governing Documents (as such term is defined in the Credit Agreement).

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CUMMINGS & LOCKWOOD LLC

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized to be effective as of the 17 day of May, 2011.

ANAHEIM DUCKS HOCKEY CLUB, LLC

By: H & S Ventures LLC, its Manager

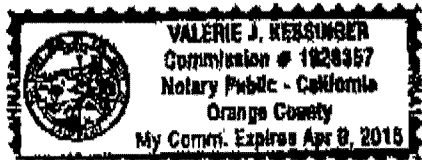
By: 
 Name: Michael Schulman
 Title: Manager


STATE OF CALIFORNIA)
) ss.
 COUNTRY OF ORANGE)

On May 16, 2011, before me, Valerie J. Kessinger, personally appeared MICHAEL SCHULMAN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




 Signature of Notary Public

[SEAL]