

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEW JERSEY DEVILS LLC		12/27/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CIT LENDING SERVICES CORPORATION
Street Address:	1 CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1653628	NJ
Registration Number:	1263601	NJ
Registration Number:	1685399	NJ
Registration Number:	1264070	DEVILS
Registration Number:	1662564	DEVILS
Registration Number:	2189553	
Registration Number:	2152945	STREET DEVILS
Registration Number:	3959997	JERSEY'S TEAM
Registration Number:	3959996	JERSEY'S TEAM
Registration Number:	3550190	DEVILS DEN
Registration Number:	3549916	NJ DEVILS DEN
Registration Number:	4021559	A
Registration Number:	4072071	ALBANY DEVILS
Registration Number:	3546110	

TRADEMARK

Registration Number:	3494184	L
Registration Number:	3494183	LOWELL DEVILS
Registration Number:	3645726	SLAPSHOTZ
Registration Number:	3542663	TRENTON DEVILS
Registration Number:	3902186	TRENTON DEVILS
Registration Number:	3474159	TRENTON DEVILS

CORRESPONDENCE DATA

Fax Number: 7147558290
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 714-540-1235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke
Address Line 1: 650 Town Center Dr, 20th floor
Address Line 2: 028525-0009 (atk)
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	028525-0009
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	12/27/2012

Total Attachments: 4
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GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of December 27, 2012 is made by the entity identified as a grantor on the signature pages hereto (the "Grantor"), in favor of CIT LENDING SERVICES CORPORATION, as collateral agent (in such capacity, together with its successors and assigns, the "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, a Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") was entered into as of December 27, 2012 by and among TA CONSOLIDATED LLC, a Delaware limited liability company (the "Borrower"), RED ROCK CUP HOLDINGS LLC, a Delaware limited liability company ("Holdings"), various term lenders party thereto (collectively, the "Term Lenders"), and the Collateral Agent, under the terms of which the Borrower has assumed certain obligations to the Term Lenders and the Collateral Agent; and

WHEREAS, in connection with the Credit Agreement, the Borrower, and each of the Subsidiaries of the Borrower (including the Grantor), Holdings and the Collateral Agent entered into a Security Agreement dated as of December 27, 2012 (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 Collateral Agent a security interest in all right, title and interest of the Grantor in and to all of the following now owned or hereafter acquired by any Grantor: (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 United States Patent and Trademark Office or the Canadian Intellectual Property Office, any State of the United States, the District of Columbia or Canada (or any similar offices in any other country or any political subdivision thereof) and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, and all proceeds of all of the foregoing, including any and all royalties, payments and other amounts payable to the Grantor in connection with any of the foregoing, and the right to sue or otherwise recover for all past, present, and future infringement or other violation of any of the foregoing (collectively, the "Trademark Collateral"), to secure the payment and performance of the Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed to execute and deliver this grant of security interest in Trademarks for purposes of recordation with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby grant to the Collateral Agent a security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral to secure the prompt payment and performance of the Obligations.

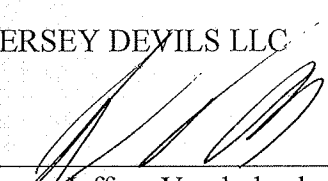
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the grant of and security interest in the Trademark Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated 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.

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

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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 27th day of December, 2012.

NEW JERSEY DEVILS LLC

BY: 

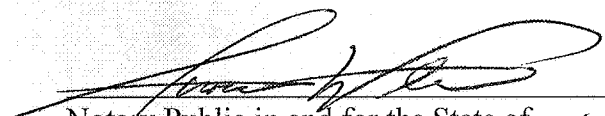
Name: Jeffrey Vanderbeek

Title: Chairman

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

BEFORE ME, on this day personally appeared JEFFREY VANDERBEEK, 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 NEW JERSEY DEVILS LLC, and that such person executed the same as the act of said limited liability company for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of ~~December~~, 2012


Notary Public in and for the State of NY

Commission expires: **SIROCCO D. WILSON**
Notary Public, State of New York
No. 01W16246515
Qualified in Kings County
Term Expires August 8, 2015

Schedule 1 to Grant of Security Interest in U.S. Trademarks

Registered in the United States:

1. NJ & Design – Reg. No. 1,653,628, registered as of August 13, 1991.
2. NJ & Design – Reg. No. 1,263,601, registered as of January 10, 1984.
3. NJ & Design – Reg. No. 1,685,399, registered as of May 5, 1992.
4. Devils – Reg. No. 1,264,070, registered as of January 17, 1984.
5. Devils – Reg. No., 1,662,564, registered as of October 29, 1991.
6. Skating Devils Mascot Design – Reg. No. 2,189,553, registered as of September 15, 1998.
7. Street Devils – Reg. No. 2,152,945, registered as of April 21, 1998.
8. Jersey's Team – Stylized – Reg. No. 3,959,997, registered as of May 10, 2011.
9. Jersey's Team – Reg. No. 3,959,996, registered as of May 10, 2011.
10. Devils Den & Design – Reg. No. 3,550,190, registered as of December 23, 2008.
11. NJ Devils Den – Reg. No. 3,549,916, registered as of December 23, 2008.
12. A design – Reg. No. 4,021,559, registered as of September 6, 2011.
13. Albany Devils – Reg. No. 4,072,071, registered as of December 13, 2011.
14. Design Only – Reg. No. 3,546,110, registered as of December 16, 2008.
15. L – Reg. No. 3,494,184, registered as of August 26, 2008.
16. Lowell Devils – Reg. No. 3,494,183, registered as of August 26, 2008.
17. Slapshotz – Reg. No. 3,645,726, registered as of June 30, 2009.
18. Trenton Devils – Reg. No. 3,542,663, registered as of December 9, 2008.
19. Trenton Devils – Reg. No. 3,902,186, registered as of January 4, 2011.
20. Trenton Devils – Reg. No. 3,474,159, registered as of July 22, 2008.

United States Common Law Trademarks:

1. Teeny Team Collection