

## 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		12/17/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Prudential Life Insurance Company of America		
Street Address:	751 Broad Street, 21st Floor		
City:	Newark		
State/Country:	NEW JERSEY		
Postal Code:	07102		
Entity Type:	CORPORATION: NEW JERSEY		
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: 2128055571  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2128012256  
Email: schlossd@gtlaw.com  
Correspondent Name: Daniel I. Schloss, Greenberg Traurig, LLP  
Address Line 1: 200 Park Avenue, 34th Floor  
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	139560.010100
NAME OF SUBMITTER:	Daniel I. Schloss
Signature:	/Daniel I. Schloss/
Date:	12/28/2012

Total Attachments: 4  
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## GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, NEW JERSEY DEVILS LLC, a Delaware limited liability company (the "Grantor") has issued to THE PRUDENTIAL LIFE INSURANCE COMPANY OF AMERICA ("Prudential") that certain Naming Rights Agreement Secured Prepayment Note (the "Prepayment Note") dated as of December 27, 2012; and

WHEREAS, in connection with the Prepayment Note, the Grantor, RED ROCK CUP HOLDINGS LLC, a Delaware limited liability company ("Holdings"), certain other Subsidiaries of Holdings and Prudential, as Collateral Agent (the "Secured Party"), 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.

Notwithstanding anything herein to the contrary, the exercise of any right or remedy by Prudential under this Agreement is subject to the provisions of the Intercreditor Agreement, dated as of December 27, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among CIT LENDING SERVICES CORPORATION and NATIONAL HOCKEY LEAGUE, as Senior Agents and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as Junior Party and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

It is acknowledged, understood and agreed that, notwithstanding anything in this document or any other Operative Document to the contrary, (a) the exercise by any Lender of remedies under any Operative Document will be made in accordance with the terms and provisions of the NHL Letter Agreement, the terms, conditions and provisions of which each of the parties to any Operative Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the NHL Letter Agreement and the terms of any Operative Document (including without limitation this document/agreement), the terms of the NHL Letter Agreement will control. All capitalized terms used in this Section and not defined in this Section are defined in that certain letter agreement, dated as of December 27, 2012 by and among the NHL, Prudential as Lender and as Collateral Agent, the Borrower and the other parties thereto, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time (the "NHL Letter Agreement"). For the avoidance of doubt, each Requesting Party acknowledges and agrees that nothing herein or in any other Operative Document shall give any Club Party an independent right to invoke or enforce any right or remedy set forth in the NHL Letter Agreement.

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 this 7 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 7<sup>th</sup> day of December, 2012

  
Notary Public in and for the State of

SIRCOO D. WILSON  
Notary Public, State of New York  
No. 01W6246915

Commission expires August 8, 2018  
in King County

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

NY15582348.8