

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement (U.S.)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DSE Hockey Club, L.P.		01/11/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	1455 Market Street
Internal Address:	CA5-701-07-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3009191	
Registration Number:	3011840	
Registration Number:	3817040	D
Registration Number:	3817039	D
Registration Number:	2032570	DALLAS STARS
Registration Number:	1953722	DALLAS STARS
Registration Number:	3575485	STARCENTER
Registration Number:	1705051	STARS
Registration Number:	1665295	STARS
Registration Number:	1807615	STARS
Registration Number:	2005593	STREETSTARS

CORRESPONDENCE DATA

Fax Number: 7044448857

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 704.343.2000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 North Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4452178-3584
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
Signature:	/s/ Terry L. Witcher
Date:	01/14/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT (U.S.)

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 11, 2013 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entity identified as a Grantor on the signature pages hereto in favor of Bank of America, N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS, the Grantor is party to a Security Agreement dated as of January 11, 2013 (the "Security Agreement") among the Grantors party thereto and the Administrative Agent pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States, and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 3 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the

rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. NHL Requirements. 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 Consent Letter, 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 Consent Letter and the terms of any Operative Document (including without limitation this document/agreement), the terms of the NHL Consent Letter will control. All capitalized terms used in this Section 5 and not defined in this Section 5 are defined in the NHL Consent Letter, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time. For the avoidance of doubt, each Club 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 Consent Letter.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DSE HOCKEY CLUB, L.P.

By: DSE Hockey Club GP, Inc., its General Partner

By: 
Name: Tom Gaglardi
Title: President

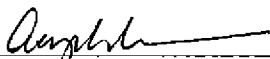
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Trademark Security Agreement
Signature Page

TRADEMARK
REEL: 004942 FRAME: 0141







Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Angela Lau
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT (U.S.)

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Application Date	Registration No.	Registration Date
	76/546,272	22-Sep-2003	3,009,191	25-Oct-2005
	76/546,273	22-Sep-2003	3,011,840	01-Nov-2005
	77/846,399	12-Oct-2009	3,817,040	13-Jul-2010
	77/846,362	12-Oct-2009	3,817,039	13-Jul-2010
	74/528,616	24-May-1994	2,032,570	21-Jan-1997
	74/528,670	24-May-1994	1,953,722	30-Jan-1999
STARCENTER	77/496,451	11-Jun-2008	3,575,485	17-Feb-2009
	74/127,030	31-Dec-1990	1,705,051	04-Aug-1992
	74/127,244	31-Dec-1990	1,665,295	19-Nov-1991
	74/127,381	02-Jan-1991	1,807,615	30-Nov-1993
STREETSTARS	74/627,062	30-Jan-1995	2,005,593	08-Oct-1996

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