

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Confirmation of Intellectual Property Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Pittsburgh Penguins LP		11/25/2013	LIMITED PARTNERSHIP: PENNSYLVANIA

**RECEIVING PARTY DATA**

<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>	Bank: JAPAN

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Serial Number:	85564881	LITTLE PENGUINS
Registration Number:	4337209	HOCKEY IQ
Registration Number:	4015704	DESTINY HAS A NEW HOME
Serial Number:	85730353	PENS GEAR
Serial Number:	85730347	THE CLUB AT PENS GEAR
Serial Number:	85731721	ONLINE SPORTS STORE TEAMPITTSBURGHGEAR.C
Serial Number:	85735089	PENS POINTS
Serial Number:	85735078	PITTSBURGH PENGUINS ELITE
Serial Number:	85735063	PITTSBURGH ELITE
Serial Number:	85738931	? PENS PREDICTOR
Serial Number:	85752424	TEAMPITTSBURGHGEAR.COM
Serial Number:	85752415	PENS POINTS
Serial Number:	85752404	THE CLUB AT PENS GEAR
Serial Number:	85752434	PENS POINTS

CH \$590.00 85564881

**TRADEMARK**

Serial Number:	86037677	PROJECT POWER PLAY
Serial Number:	85927738	PENGUINS RADIO NETWORK
Serial Number:	85605011	PITTSBURGH PENGUINS
Serial Number:	85605180	ICEBURGH
Registration Number:	4257229	PITTSBURGH PENGUINS
Serial Number:	85903986	PENGUINS UNIVERSITY
Registration Number:	4232786	A GREAT DAY FOR HOCKEY
Serial Number:	85564876	HOCKEY IQ
Registration Number:	4334936	PENSGEAR

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 800-927-9801 x 62348  
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

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	11/26/2013

Total Attachments: 6  
source=11-26-13 Pittsburgh Penguins-TM#page1.tif  
source=11-26-13 Pittsburgh Penguins-TM#page2.tif  
source=11-26-13 Pittsburgh Penguins-TM#page3.tif  
source=11-26-13 Pittsburgh Penguins-TM#page4.tif  
source=11-26-13 Pittsburgh Penguins-TM#page5.tif  
source=11-26-13 Pittsburgh Penguins-TM#page6.tif

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, FNC Bank, National Association ("FNC"), 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 29, 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 29, 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, among others, 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 renewals, extensions or renewals thereof, including those listed on Schedule I 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 "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 items 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 Interest In Intellectual Property Collateral this 15 day of NOVEMBER 2013.

PITTSBURGH PENGUINS, LP

By PITTSBURGH PENGUINS, LLC,  
its sole general partner.

By: T. Williams  
Name: Travis P. Williams  
Title: Chief Operating Officer

Acknowledged:

SUMITOMO MITSUBI BANKING CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

[Original is Confirmation of Security Interest in Intellectual Property Collateral]

IN WITNESS WHEREOF, the parties have executed this Confirmation Of Security Interests In Intellectual Property Collateral this 15 day of November, 2013.

PITTSBURGH PENGUINS, LP

By PITTSBURGH PENGUINS, L.L.C.,  
its sole general partner

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged:

SUMITOMO MITSUI BANKING CORPORATION

By: *James D. Williams*  
Name: JAMES D. WILLIAMS  
Title: Assistant Director

[Penguins - Confirmation of Security Interests in Intellectual Property Collateral]

Schedule I -- US Trademarks

Item	Mark	Status	S/N	Reg. No.	Filing/Reg. Date
1	LITTLE PENGUINS	pending	85564881	n/a	03/09/12
2	HOCKEY IQ	registered	85564876	4339460	03/09/12
3	HOCKEY IQ	registered	85564864	4337209	03/09/12
4	DESTINY HAS A NEW HOME	registered	85226979	4015704	08/23/11
5	PENSGEAR AND DESIGN	pending	85730353	n/a	09/17/12
6	THE CLUB AT PENSGEAR AND DESIGN	pending	85730347	n/a	09/17/12
7	ON LINE SPORTS STORE TEAMPITTSBURGHGEAR.COM AND DESIGN	pending	85731721	n/a	09/18/12
8	PENS POINTS AND DESIGN	pending	85735089	n/a	09/21/12
9	PITTSBURGH PENGUINS ELITE	pending	85735078	n/a	9/21/12
10	PITTSBURGH ELITE AND DESIGN	pending	85735063	n/a	09/21/12
11	PENS PREDICTOR (STYLIZED) AND DESIGN	pending	85738931	n/a	09/26/12
12	TEAMPITTSBURGHGEAR.COM	pending	85752424	n/a	10/12/12
13	PENS POINTS AND DESIGN	pending	85752415	n/a	10/12/12
14	THE CLUB AT PENSGEAR	pending	85752404	n/a	10/12/12
15	PENSGEAR	registered	857252397	43343931	10/12/12
16	PENS POINTS	pending	85752434	n/a	10/12/12
17	PROJECT POWER PLAY	pending	86037677	n/a	08/14/13
18	PENGUINS RADIO NETWORK		85927738		05/09/13
19	PITTSBURGH PENGUINS		85605011		04/23/12

20	ICEBURGH		85605180		04/23/12
21	PITTSBURGH PENGUINS		85604993	4257229	04/23/12
22	PENGUINS UNIVERSITY	pending	85903986		04/14/2013
23	A GREAT DAY FOR HOCKEY	registered		4232786	12/14/2011