900283379 03/18/2014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM298493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hurricanes Hockey Limited Partnership		03/12/2014	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	National Hockey League	
Street Address:	1185 Avenue of the Americas	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10036	
Entity Type:	Unincorporated Not-For-Profit Association: CANADA	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2666958	
Registration Number:	2352740	CANES STREET STORMERS
Registration Number:	2289535	HURRICANES
Registration Number:	2243540	
Registration Number:	2215407	
Registration Number:	2241956	
Registration Number:	2215408	
Registration Number:	2500591	HURRICANES
Registration Number:	2254170	CAROLINA HURRICANES
Registration Number:	2562074	HURRICANES
Registration Number:	2336473	CAROLINA HURRICANES
Registration Number:	1161394	WH

CORRESPONDENCE DATA

Fax Number: 9177777373

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

US Mail.

Phone: 323-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square TRADEMARK

900283379 REEL: 005239 FRAME: 0293

Address Line 2: Attn: Aliya Sanders Address Line 4: New York, NEW YORK 10036 **ATTORNEY DOCKET NUMBER:** 400990/32 Aliya Sanders **NAME OF SUBMITTER:** /Aliya Sanders/ **SIGNATURE: DATE SIGNED:** 03/18/2014 **Total Attachments: 6** source=Carolina TSA#page1.tif source=Carolina TSA#page2.tif source=Carolina TSA#page3.tif source=Carolina TSA#page4.tif source=Carolina TSA#page5.tif source=Carolina TSA#page6.tif

TRADEMARK SECURITY AGREEMENT (US)

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 12, 2014 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "<u>Agreement</u>"), is made by HURRICANES HOCKEY LIMITED PARTNERSHIP, a Delaware limited partnership located at 1400 Edwards Mill Road, Raleigh, NC 27607 (the "<u>Grantor</u>") in favor of NATIONAL HOCKEY LEAGUE, on behalf of itself and each other NHL Priority Party and their respective successors and assigns (the "<u>NHL</u>").

WHEREAS, the Grantor is party to a Security Agreement, dated as of the date hereof (the "Security Agreement") among the Grantors party thereto and the NHL pursuant to which the Grantor granted a security interest to the NHL on behalf of itself and each other NHL Priority Party and their respective successors and assigns in the Trademark Collateral (as defined below).

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 NHL as follows:

SECTION 1. <u>Defined Terms</u>. 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. <u>Grant of Security</u>. The Grantor hereby grants to the NHL on behalf of itself and each other NHL Priority Party and their respective successors and assigns, a security interest in all of the following tangible and intangible properties, assets and rights of the Grantor, wherever located, whether now owned or existing or hereafter acquired or arising (all of the same being hereunder called, 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 trademark registrations and applications for registration listed or required to be listed in Schedule A attached hereto, (ii) all extensions and 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 or impairment of any of the foregoing, (v) the right to receive all proceeds from any 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, priorities and privileges relating to any of the foregoing arising throughout the world.

SECTION 3. Representations and Warranties. The Grantor represents and warrants all Registered Intellectual Property registered in the U.S. Patent and Trademark Office consisting of Trademark Collateral is listed in Schedule A hereto (as such schedule may be updated from time to time), and the Grantor is the sole and exclusive owner of the entire right, title and interest in and to all such Registered Intellectual Property.

SECTION 4. <u>Certain Limited Exclusions</u>. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under <u>Section 2.1</u> 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 5. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the NHL on behalf of itself and each other NHL Priority Party and their respective successors and assigns pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the NHL or any other NHL Priority Party 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 6. <u>Governing Law</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature pages follow]

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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.

HURRICANES HOCKEY LIMITED PARTNERSHIP, as Grantor

By: KT SPORTS & ENTERTAINMENT, INC., its General Partner

By

Name: Peter Karmanos, Jr.

Title: Chairman and Chief Executive

Officer

[Trademark Security Agreement (US)]

Accepted and Agreed:

NATIONAL HOCKEY LEAGUE

By:

Name: Craig Harnett

Title: Senior Executive Vice President and

Chief Financial Officer

SCHEDULE A to TRADEMARK SECURITY AGREEMENT (US)

TRADEMARKS

Status	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered	Registered
Owner	Hurricanes Hockey Limited Partnership Comerica Bank Lien	Hurricanes Hockey, L.P. Comerica Bank Lien										
Registration Date	24-Dec-2002	23-May-2000	26-Oct-1999	04-May-1999	29-Dec-1998	27-Apr-1999	29-Dec-1998	23-Oct-2001	15-Jun-1999	16-Apr-2002	28-Mar-2000	14-Jul-1981
Registration Number	2666958	2352740	2289535	2243540	2215407	2241956	2215408	2500591	2254170	2562074	2336473	1161394
Application Date	16-Jun-2000	24-Sep-1998	29-Jan-1998	10-Jun-1997	10-Jun-1997	10-Jun-1997	10-Jun-1997	02-May-1997	02-May-1997	02-May-1997	02-May-1997	05-Nov-1979
Application Number	76071756	75558031	75425590	75306343	75306074	75306557	75306561	75286433	75286434	75286432	75285819	73237792
Jurisdiction	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States	United States
Trademark	70	CANES STREET STORMERS	HURRICANES	6				HURRICANES	CAROLINA HURRICANES	HURRICANES	CAROLINA HURRICANES	WH

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