

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318715

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New Jersey Devils LLC		09/29/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	One Court Square
Internal Address:	43rd Floor, Zone 15
City:	New York
State/Country:	NEW YORK
Postal Code:	11120
Entity Type:	National Association: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4021559	A
Registration Number:	4072071	ALBANY DEVILS
Registration Number:	1264070	DEVILS
Registration Number:	1662564	DEVILS
Registration Number:	3550190	DEVILS DEN
Registration Number:	3959997	JERSEY'S TEAM
Registration Number:	3959996	JERSEY'S TEAM
Registration Number:	3494183	LOWELL DEVILS
Registration Number:	3546110	
Registration Number:	2189553	
Registration Number:	1263601	NJ
Registration Number:	1653628	NJ
Registration Number:	1685399	NJ
Registration Number:	3549916	NJ DEVILS DEN
Registration Number:	3645726	SLAPSHOTZ
Registration Number:	2152945	STREET DEVILS
Registration Number:	3494184	L

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3902186	TRENTON DEVILS
Registration Number:	3474159	TRENTON DEVILS
Registration Number:	3542663	TRENTON DEVILS

CORRESPONDENCE DATA

Fax Number: 3146673633
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 314-552-6000
Email: ipdocket@thompsoncoburn.com
Correspondent Name: Shoko Naruo
Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	57991-134240
NAME OF SUBMITTER:	Shoko Naruo
SIGNATURE:	/SN/
DATE SIGNED:	10/01/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "*Agreement*"), dated as of September 29, 2014, by New Jersey Devils LLC, a Delaware limited liability company (the "*Grantor*") in favor of Citibank, N.A., as Administrative Agent (the "*Administrative Agent*").

W I T N E S S E T H:

A. Reference is made to that certain Security Agreement dated as of the date hereof, entered into by and among Devils Arena Entertainment LLC ("*Arenaco*"), the Administrative Agent, each of the Subsidiaries, if any, party thereto and the Grantor (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "*Security Agreement*"; capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement).

B. This Agreement is made to secure the payment and performance of the Secured Obligations.

C. This Agreement is given pursuant to the Security Agreement, and each and every term and provision of the Security Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

D. In furtherance of the obligations of the Grantor under the Security Agreement, and in order to record the security interest in certain intellectual property of the Grantor granted to the Administrative Agent therein, the Administrative Agent has required the Grantor to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the foregoing premises and the covenants, agreements, representations and warranties set forth in this Agreement:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance of all the Secured Obligations of Grantor, Grantor hereby grants to the Administrative Agent a security interest in and continuing lien, on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and

proceeds of suit (“Trademarks”), including but not limited to those U.S. registered trademarks and applications listed on Schedule 1 attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement. This Agreement is governed by the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Administrative Agent with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

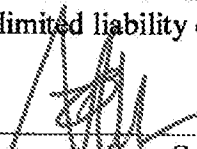
SECTION 5. NHL Requirements. It is acknowledged, understood and agreed that, notwithstanding anything in this Agreement or any other Operative Document to the contrary, (a) the exercise by any Lender of remedies under any Operative Document will be made in accordance with the terms and provisions of 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 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 September 29, 2014, by and among the NHL, the lenders party thereto, Citibank, N.A., as Administrative Agent, the Club and the other parties thereto, as the same may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time (the “*NHL Letter Agreement*”). 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 Letter Agreement.

[Remainder of page intentionally left blank]

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

NEW JERSEY DEVILS LLC,
a Delaware limited liability company, as Grantor

By:


Name: Andrew Goldstein
Title: Chief Financial Officer & EVP

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By:

Keith Pallmann, Senior Vice President

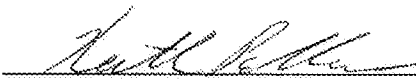
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEW JERSEY DEVILS LLC,
a Delaware limited liability company, as Grantor

By: _____
Name: _____
Title: _____

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By: 
Keith Pallmann, Senior Vice President

Schedule 1 to Trademark Security Agreement

**CANADIAN TRADEMARKS APPLICATIONS & REGISTRATIONS
OWNED BY NEW JERSEY DEVILS LLC**

Mark	Application No.	Registration No.	Filing Date	Registration Date
DEVILS	0491511	TMA308013	1982-08-27	1985-11-01
DEVILS	0545246	TMA329836	1985-06-28	1987-07-10
NEW JERSEY DEVILS	0491513	TMA307683	1982-08-27	1985-10-25
NEW JERSEY DEVILS	0545497	TMA330919	1985-06-28	1987-08-14
NJ & DESIGN	0545248	TMA331010	1985-06-28	1987-08-14
NJ & DESIGN	0491512	TMA308014	1982-08-27	1985-11-01

U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS

Trademark	Registration Number	Registration Date
A & Devil Design	4021559	9/6/11
Albany Devils	4072071	12/13/11
Devils	1264070	1/17/84
Devils	1662564	10/29/91
Devils Den (stylized)	3550190	12/23/08
Jersey's Team	3959997	2/9/11
Jersey's Team (stylized)	3959996	5/13/11
Lowell Devils	3494183	8/26/08
Lowell Devils Mascot Image	3546110	12/16/08
New Jersey Devils Mascot Design	2189553	9/15/98
NJ & Design	1263601	1/10/84
NJ & Design	1653628	8/13/91
NJ & Design	1685399	5/5/92
NJ Devils Den & Flaming Devil Design	3549916	12/23/08
Slapshotz & Design	3645726	6/30/09
Street Devils	2152945	4/21/98

Trademark	Registration Number	Registration Date
Stylized L & Design	3494184	8/26/08
Trenton Devils	3902186	1/4/11
Trenton Devils	3474159	7/22/08
Trenton Devils & NJ Design	3542663	12/9/08