

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334030

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DSE Hockey Club, L.P.		02/27/2015	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK, AS AGENT		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 15			
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	
Registration Number:	4645961	D	
Registration Number:	4645960	D	
Registration Number:	4516338	D	
Registration Number:	4516337	D	
CORRESPONDENCE DATA			
Fax Number:	7349302494		

OP \$390.00 3009191

TRADEMARK

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: 734-930-0121
Email: asujek@bodmanlaw.com
Correspondent Name: Angela Alvarez Sujek - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	03/04/2015

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 27, 2015 (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 Comerica Bank, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

WHEREAS, Grantor is party to a Security Agreement dated as of February 27, 2015 (the "Security Agreement") among the Grantors party thereto and the Administrative Agent pursuant to which each 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, 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. Grantor hereby grants to the Administrative Agent, for the benefit of the Lenders, a security interest in and continuing lien on all of 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 Lenders pursuant to the Security Agreement, and 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 (as defined in the Credit 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 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, amended and 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.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF TEXAS.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN ANY UNITED STATES FEDERAL COURT OR TEXAS STATE COURT SITTING IN DALLAS, TEXAS, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, GRANTOR AND THE ADMINISTRATIVE AGENT CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. GRANTOR AND THE ADMINISTRATIVE AGENT IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY LOAN DOCUMENT.

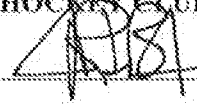
SECTION 7. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 8. AMENDMENT; ENTIRE AGREEMENT. THIS WRITTEN LOAN AGREEMENT (AS DEFINED BY SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE) REPRESENTS THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Agreement may be amended or waived only by an instrument in writing signed by the parties hereto.

[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:  _____

Name: JASON FARRIS

Title: CHIEF OPERATING OFFICER










Accepted and Agreed:





COMERICA BANK,
as Administrative Agent

By: 
Name: Kyle J. Weiss
Title: Vice President



SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
[BORROWER TO CONFIRM AND UPDATE]

United States Trademark Registrations

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

Current Owner	Trademark	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
DSE Hockey Club, L.P.	STREETSTARS	74/627,062 30-Jan-1995	2,005,593 08-Oct-1996	Registered
DSE Hockey Club, L.P.		85/942,276 24-May-2013	4,645,961 25-Nov-2014	Registered
DSE Hockey Club, L.P.		85/942,265 24-May-2013	4,645,960 25-Nov-2014	Registered
DSE Hockey Club, L.P.		85/942,326 24-May-2013	4,516,338 15-Apr-2014	Registered
DSE Hockey Club, L.P.		85/942,312 24-May-2013	4,516,337 15-Apr-2014	Registered

Canada Trademark Registrations

Current Owner	Trademark	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
DSE Hockey Club, L.P.		1,190,917 30-Sep-2003	627,040 30-Nov-2004	Registered
DSE Hockey Club, L.P.	DALLAS STARS	724,772 16-Mar-1993	431,999 19-Aug-1994	Registered
DSE Hockey Club, L.P.		667,229 26-Sep-1990	458,201 31-May-1996	Registered