

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445409

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nashville Hockey Club Limited Partnership		09/29/2017	Wisconsin Limited Liability Partnership: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, as Administrative Agent		
<b>Street Address:</b>	38 Fountain Square Plaza		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87556142	SMASHVILLE	
<b>Serial Number:</b>	87556136	SMASHVILLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Email:</b>	emily.klump@clarivate.com		
<b>Correspondent Name:</b>	Andrea Gniadek		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Emily Klump		
<b>SIGNATURE:</b>	/Emily Klump/		
<b>DATE SIGNED:</b>	10/02/2017		
<b>Total Attachments: 5</b>			
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source=Scan_Andrea H Gniadek_09_27_02-10-20172#page2.tif			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Nashville Hockey Club Limited Partnership

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Wisconsin Limited Liability Partnership
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) September 29, 2017

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fifth Third Bank, as Administrative Agent

Street Address: 38 Fountain Square Plaza

City: Cincinnati

State: OH

Country: USA Zip: 45263

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Ohio Banking
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Andrea Gniadek

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4152617

Email Address: seidiuk@chapman.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Andrea Gniadek, for Chapman and Cutler LLP

October 2, 2017

Signature

Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**GRANT OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, reference is made to that Fourth Amended and Restated Credit Agreement dated as of September 29, 2017 (as amended, modified, extended, renewed or replaced, the "*Credit Agreement*"), by and among PREDATORS HOLDINGS, LLC, a Delaware limited liability company, NASHVILLE PREDATORS, LLC, a Delaware limited liability company, NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP, a Wisconsin limited partnership (the "*Grantor*"), various lenders party thereto (collectively, the "*Lenders*"), and FIFTH THIRD BANK, as Administrative Agent and Collateral Agent (the "*Secured Party*"), under the terms of which the Grantor has assumed certain obligations to the Lenders and the Secured Party; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Second Amended and Restated Security Agreement dated as of December 23, 2013, (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "*Security Agreement*", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to (a) the Trademarks, and the goodwill of the business symbolized by the 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; (b) all reissues, extensions or renewals thereof; (c) all of the Grantor's right, title and interest in and to any and all present and future license agreements with respect to the Trademarks; (d) all present and future accounts and other rights to payment arising from, in connection with or relating to the Trademarks; (e) all cash and non-cash proceeds of any and all of the foregoing; and (f) any claims by the Grantor against third parties and the right to recover for all past, present, and future infringements or other violations of the foregoing (the "*Collateral*"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; provided that, and notwithstanding anything to the contrary contained herein or in the Security Agreement, no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.


THIS GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND  
CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TENNESSEE.

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IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Security Interest in Trademarks to be duly executed as of this 29<sup>th</sup> day of September, 2017.

NASHVILLE HOCKEY CLUB LIMITED  
PARTNERSHIP, a Wisconsin limited  
partnership, as a Grantor

By: Nashville Predators, LLC, a Delaware  
limited liability company, its general  
partner

By: 

Name: Thomas G. Cigarran  
Title: Chairman

[Signature Page to Grant of Security Interest In Trademarks]

TRADEMARK  
REEL: 006168 FRAME: 0334

**SCHEDULE I  
TO GRANT OF SECURITY INTEREST IN TRADEMARKS**

**NASHVILLE HOCKEY CLUB LIMITED PARTNERSHIP  
(WISCONSIN LIMITED PARTNERSHIP)**

**U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Application, No.</b>	<b>Application Date</b>
SMASHVILLE	87/556,142	08/04/2017
SMASHVILLE	87/556,136	08/04/2017