# CH \$1215.00 46905

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM632481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sumitomo Mitsui Banking Corporation, as Collateral Agent		03/15/2021	Bank: JAPAN

### **RECEIVING PARTY DATA**

Name:	Pittsburgh Penguins LP	
Street Address:	1001 Fifth Avenue	
Internal Address:	PPG Paints Center	
City:	Pittsburgh	
State/Country:	PENNSYLVANIA	
Postal Code:	15219	
Entity Type:	Limited Partnership: PENNSYLVANIA	

### **PROPERTY NUMBERS Total: 48**

Property Type	Number	Word Mark		
Registration Number:	4690529	LITTLE PENGUINS		
Registration Number:	4330460	HOCKEY IQ		
Registration Number:	4337209	HOCKEY IQ		
Registration Number:	4232786	A GREAT DAY FOR HOCKEY		
Registration Number:	4015704	DESTINY HAS A NEW HOME		
Registration Number:	3442971	STUDENT RUSH		
Registration Number:	4063872	STUDENT RUSH		
Registration Number:	3869312	EXTRA ATTACKER		
Registration Number:	3647214	A GREAT DAY FOR HOCKEY		
Registration Number:	2674878			
Registration Number:	2134610	ICEBURGH		
Registration Number:	2136006			
Registration Number:	2061339	ICE TIME		
Registration Number:	2040741	PENS' STREET PALS		
Registration Number:	1918647			
Registration Number:	2635538			
Registration Number:	2521439	PITTSBURGH PENGUINS		
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TRADEMARK

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Property Type	Number	Word Mark
Registration Number:	2521438	
Registration Number:	875830	
Registration Number:	875829	PENGUINS
Registration Number:	4417138	PENSGEAR
Registration Number:	4660069	THE CLUB AT PENSGEAR
Registration Number:	4552425	ONLINE SPORTS STORE TEAMPITTSBURGHGEAR.C
Registration Number:	4675778	PENS POINTS
Registration Number:	4860057	PITTSBURGH PENGUINS ELITE
Registration Number:	4860056	PITTSBURGH ELITE
Registration Number:	4552446	? PENS PREDICTOR
Registration Number:	4482197	TEAMPITTSBURGHGEAR.COM
Registration Number:	4548437	PENS POINTS
Registration Number:	4526519	THE CLUB AT PENSGEAR
Registration Number:	4334936	PENSGEAR
Registration Number:	4548439	PENS POINTS
Registration Number:	4702064	PITTSBURGH PENGUINS
Serial Number:	85605180	ICEBURGH
Registration Number:	4257229	PITTSBURGH PENGUINS
Serial Number:	86244287	BUCKLE UP BABY
Serial Number:	86211677	PITTSBURGH PENGUINS RADIO NETWORK
Serial Number:	86082922	PITTSBURGH PENGUINS UNIVERSITY
Serial Number:	85903986	PENGUINS UNIVERSITY
Serial Number:	85927738	PENGUINS RADIO NETWORK
Registration Number:	4775026	PROJECT POWER PLAY
Registration Number:	1601443	
Registration Number:	2879838	CRASH THE NET
Registration Number:	3065223	THE X GENERATION
Registration Number:	3153343	PENGUINS UNIVERSITY
Serial Number:	77835428	DEFY ORDINARY
Serial Number:	77835406	DEFY ORDINARY
Serial Number:	77835424	DEFY ORDINARY

### **CORRESPONDENCE DATA**

**Fax Number:** 2024083141

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:** 2024083141

**Email:** jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Wash	nington, D.C. 20005			
ATTORNEY DOCKET NUMBER:	715215			
NAME OF SUBMITTER:	Jean Paterson			
SIGNATURE:	/jep/			
DATE SIGNED:	03/17/2021			
Total Attachments: 9				
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INTELLECTUAL PROPERTY SECURITY INTEREST RELEASE AGREEMENT (this "Agreement"), dated as of March 15, 2021, between PITTSBURGH PENGUINS LP, a Pennsylvania limited partnership (the "Borrower" or the "Grantor"), and SUMITOMO MITSUI BANKING CORPORATION, as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

### WITNESSETH

WHEREAS, the Borrower is a party to that certain Third Amended and Restated Credit Agreement, dated as of March 16, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with, among others, PNC Bank, National Association, as administrative agent (in such capacity, the "Administrative Agent"), the Collateral Agent and the Lenders from time to time party thereto;

WHEREAS, in order to induce the Lenders to make Loans, the Grantor entered into that certain Amended and Restated Borrower Security Agreement, dated as of December 29, 2010 (as supplemented by that certain Confirmation of Security Interests in Intellectual Property Collateral, dated as of March 16, 2016, among the Grantor, HoldCo, TeamCo, ArenaCo GP, Community Rink GP and the Collateral Agent and as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as recorded at the United States Patent and Trademark Office under Reel/Frame Numbers 4095/0100, 4449/0564, and 5161/0014, pursuant to which the Grantor granted to the Collateral Agent as security for the Obligations a continuing security interest (the "Security Interest") in certain Collateral, including the Copyrights listed on Schedule 1 attached hereto (the "US Copyright Collateral"), the Trademarks listed on Schedule 2 attached hereto (the "US Trademarks Collateral") and the Trademarks listed on Schedule 3 attached hereto (the "Canadian Trademarks Collateral", and together with the US Copyright Collateral and the US Trademarks Collateral, the "IP Collateral");

WHEREAS, the Grantor's obligations under the Security Agreement have been completed and discharged; and

WHEREAS, each of the Grantor and the Collateral Agent are entering into this Agreement to release the Security Interest in and to the IP Collateral and assign any rights the Collateral Agent may have acquired in the IP Collateral by the Security Agreement back to the Grantor.

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Definitions**. Capitalized terms used but not otherwise defined herein have the meaning specified in the Credit Agreement or the Security Agreement, as applicable.
- 2. **Release**. As of the date hereof, the Collateral Agent hereby releases the Security Interests in the IP Collateral (the "**Released Security Interests**") and assigns to the Grantor any remaining Security Interest the Collateral Agent may have in the Grantor's right, title and interest in the IP Collateral.

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- 3. **Counterparts**. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (such as a PDF file) shall be effective as delivery of a manually executed counterpart of this Agreement.
- 4. **Governing Law**. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank; signatures follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

PITTSBURGH PENGUINS LP, as Grantor

By: Pittsburgh Penguins, LLC, its general partner

Title: Chief Operating Officer and General

Counsel

SUMITOMO MITSUI BANKING CORPORATION, as Collateral Agent

By

Name: Eugene Nirenberg Title: Executive Director

# Schedule 1 – US Copyrights

Item No.	Title	Registration No.
1	Design of a penguin holding a hockey stick	VA-628-568
2	Design of a man on roller blades holding a hockey stick	VA-629-403
3	Untitled	VA-514-439
4	Design of a Bee	VA-629-375
5	Pittsburgh Penguins 2009 Stanley Cup Ring	VA-0001687535

- Schedule 1 - TRADEMARK
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# <u>Schedule 2 – US Trademarks</u>

<u>Item</u>	<u>Mark</u>	<u>Status</u>	<u>S/N</u>	Reg. No.	Filing/Reg. <u>Date</u>
1	LITTLE PENGUINS	registered	85564881	4690529	04/15/13
2	HOCKEY IQ	cancelled	85564876	4330460	05/07/13
3	HOCKEY IQ	cancelled	85564864	4337209	05/21/13
4	A GREAT DAY FOR HOCKEY	registered	85494707	4232786	10/30/12
5	DESTINY HAS A NEW HOME	cancelled	85226979	4015704	08/23/11
6	STUDENT RUSH	registered	78944201	3442971	06/03/08
7	STUDENT RUSH	registered	77851443	4063872	11/29/11
8	EXTRA ATTACKER	cancelled	77837955	3869312	11/02/10
9	A GREAT DAY FOR HOCKEY	registered	77630408	3647214	06/30/09
10	Design (Penguin w/stick down in triangle)	registered	76387709	2674878	01/14/03
11	ICEBURGH	registered	75276892	2134610	02/03/98
12	Design (Iceburgh Logo)	registered	75276173	2136006	02/10/98
13	ICE TIME	registered	75116954	2061339	05/13/97
14	PENS' STREET PALS	cancelled	75100333	2040741	02/25/97
15	Design (Penguin head and triangle)	registered	74801873	1918647	09/12/95
16	Design (Penguin head and triangle)	registered	74267125	2635538	10/15/02
17	PITTSBURGH PENGUINS	registered	74204216	2521439	12/25/01
18	Design (Penguin w/stick down in triangle)	registered	74107059	2521438	12/25/01
19	Design (Penguin w/stick up in triangle)	registered	72316864	875830	08/26/69
20	PENGUINS	registered	72315522	875829	08/26/69

21	PENSGEAR AND DESIGN	registered	85730353	4417138	10/15/13
22	THE CLUB AT PENSGEAR AND DESIGN	registered	85730347	4660069	12/23/14
23	ON LINE SPORTS STORE TEAMPITTSBURGHGEAR.COM AND DESIGN	registered	85731721	4552425	06/17/14
24	PENS POINTS AND DESIGN	registered	85735089	4675778	01/20/15
25	PITTSBURGH PENGUINS ELITE	registered	85735078	4860057	11/24/15
26	PITTSBURGH ELITE AND DESIGN	registered	85735063	4860056	11/24/15
27	? PENS PREDICTOR (STYLIZED) AND DESIGN	registered	85738931	4552446	06/17/14
28	TEAMPITTSBURGHGEAR.COM	registered	85752424	4482197	02/11/14
29	PENS POINTS AND DESIGN	cancelled	85752415	4548437	06/10/14
30	THE CLUB AT PENSGEAR	cancelled	85752404	4526519	05/06/14
31	PENSGEAR	registered	85752397	4334936	05/14/13
32	PENS POINTS	cancelled	85752434	4548439	06/10/14
33	PITTSBURGH PENGUINS AND DESIGN	registered	85605011	4702064	03/17/15
34	ICEBURGH	pending	85605180	n/a	04/23/12
35	PITTSBURGH PENGUINS AND DESIGN	registered	85604993	4257229	12/11/12

36	BUCKLE UP BABY	abandoned	86244287	n/a	04/07/14
37	PITTSBURGH PENGUINS RADIO NETWORK AND DESIGN	abandoned	86211677	n/a	03/05/14
38	PITTSBURGH PENGUINS UNIVERSITY	abandoned	86082922	n/a	10/04/13
39	PENGUINS UNIVERSITY	abandoned	85903986	n/a	04/15/13
40	PENGUINS RADIO NETWORK	abandoned	85927738	n/a	05/09/13
41	PROJECT POWER PLAY	registered	86037677	4775026	07/21/15
42	Design (Muscular penguin w/ stick)	registered	73774946	1601443	06/12/90
43	CRASH THE NET	cancelled	76120037	2879838	08/31/04
44	THE X GENERATION	cancelled	78463095	3065223	03/07/06
45	PENGUINS UNIVERSITY	cancelled	78652010	3153343	10/10/06
46	DEFY ORDINARY	abandoned	77835428	n/a	09/25/09
47	DEFY ORDINARY & DESIGN	abandoned	77835406	n/a	09/25/09
48	DEFY ORDINARY	abandoned	77835424	n/a	09/25/09

## Schedule 3 - Canadian Trademarks

Item No.	Mark	Status	App. / Reg. No.	Filing / Reg. Date
1	Design (Penguin w/stick down in triangle)	Registered	TMA343,734	08/12/88
2	Design (Penguin w/stick down in triangle)	Registered	TMA304,458	07/05/85
3	PENGUINS	Registered	TMA336,128	01/08/88
4	PENGUINS	Registered	TMA343,803	08/12/88
5	PITTSBURGH PENGUINS	Registered	TMA170,640	08/21/70
6	PITTSBURGH PENGUINS & Design (circular logo)	Registered	TMA175,653	04/23/71
7	Design (Penguin head with triangle)	Registered	TMA421,532	12/24/93
8	Design (Penguin with stick down in triangle)	Registered	TMA597,188	12/11/03

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RECORDED: 03/17/2021