

RECORDATION FORM CO TRADEMARKSC



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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-30-00 PORTLAND PIRATES, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Delaware Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PEOPLES HERITAGE BANK, N.A.
Internal Address: One Portland Square
Street Address: P.O. Box 9540
City: Portland State: ME ZIP: 04112
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other a National Bank
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: October 20, 2000

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
74467274
74467275
Additional numbers attached? Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Lawrence R. Clough, Esq.
Internal Address: 3 Canal Plaza
Street Address: P.O. Box 15060
City: Portland State: ME ZIP: 04112

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41).....\$80.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Lawrence R. Clough, Esq. Signature
Name of Person Signing
October 20, 2000 Date
Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK
COLLATERAL ASSIGNMENT

This Agreement is made between **PORTLAND PIRATES, LLC**, a Delaware limited liability company (the "Assignor"), with a mailing address of 85 Free Street, Portland, Maine 04101 ("Assignor") and **PEOPLES HERITAGE BANK, N.A.**, a national bank having a place of business at One Portland Square, P.O. Box 9540, Portland, Maine 04112-9540, its successors and assigns (herein called the "Lender").

Assignor has executed and delivered to Lender a \$300,000.00 Commercial Term Note and a \$200,000 Line of Credit Note, both of even or recent date from Borrower payable to the order of Lender together with interest, fees and other amounts as therein provided, and with any and all amendments, renewals, modifications, consolidations and extensions thereof (the Notes") and has joined in a Loan Agreement of even or recent date (as amended from time to time, the 'Loan Agreement'). In order to induce Lender to extend credit and other financial accommodations, Assignor has agreed to assign to Lender certain trademark, trademark and related rights.

1. To secure Assignor's obligations under the Notes and Loan Agreement and of the other Obligations as defined in the Loan Agreement, Assignor hereby grants a security interest in, assigns and conveys to Lender Assignor's entire right title and interest in and to the following marks, formerly held by Atlantic Pro Sports, Inc.:

- A. #74467274 "Portland Pirates"
- B. #74467275 "Portland Pirates"

Copies of which are attached hereto as Exhibit A

including without limitation all proceeds thereof (such as by way of example, license, royalties and proceeds of infringement suits), right to sue for past present and future infringements, all rights and general intangibles corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations in part thereof (collectively the "Marks").

2. Assignor covenants and warrants that:

- (a) The Marks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) To the best of Assignor's knowledge, each of the Marks is valid and enforceable and Assignor has notified Lender in writing of all prior art (including public uses and sale) of which it is aware;
- (c) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Marks, free and clear of any liens, charges and

encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Assignor not to sue third persons; and

- (d) Assignor has the unqualified right to enter into this Agreement and perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

Except as specifically set forth above, Assignor does not warrant that the Marks might not be declared invalid if challenged in court.

3. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent.

4. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarkable rights, or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Mark or any variations on any Mark, the provisions of Paragraph 1, shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing hereof.

5. Assignor authorizes Lender to modify this Agreement by amending Exhibit A to include any future Marks and trademark applications which are Marks under Paragraph 1 or Paragraph 4 hereof.

6. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Loan Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license under the Marks to make, have made for it, use and sell the inventions disclosed and claimed in the Marks for Assignor's own benefit and account and for none other. Assignor agrees not to sell or-assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 6, without the prior written consent of Lender.

7. If any Event of Default shall have occurred and be continuing, Assignor's license under the Marks as set forth in paragraph 6, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Portland, Maine, or elsewhere, the whole or from time to time any part of the Marks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Marks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Liabilities. Any remainder of the proceeds after payment in full of the

Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Marks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Marks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender, as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the Power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Marks, or to grant or issue any exclusive or nonexclusive license under the Marks to any third person, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Marks to any third person Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or property to re-vest in Assignor full title to the Marks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents related hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by Assignor on demand by amount of the Lender and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the highest rate prescribed in the Loan Agreement.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Marks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, and to preserve and maintain all rights in trademark applications and trademarks of the Marks, including without limitation the payment of all maintenance fees. The reasonable expenses incurred in connection with such an applications shall be borne by Assignor. The Assignor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Lender which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the consent of Lender, which shall not be unreasonably withheld, to bring suit to its own name, and to join Lender, if necessary, as a party to such suit so long as Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Marks and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including legal fees, incurred by Lender pursuant to this Paragraph 12.

13. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of Lender's rights and remedies with respect to the Marks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Maine, and to the extent applicable the laws of the United States of America.

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WITNESS the execution hereof under seal as of October 20, 2000.

ASSIGNOR
PORTLAND PIRATES, LLC

[Signature]
Witness

by: Lyman G. Bullard, Jr.
its Chairman
Duly Authorized

LENDER:
PEOPLES HERITAGE BANK, N.A.

[Signature]
Witness

by: [Signature]
its AVP

State of Maine
County of Cumberland, ss

October 5, 2000

Then personally appeared before me the above named Lyman G. Bullard Jr. in his said capacity and acknowledged the foregoing to be his free act and deed and the free act and deed of said limited liability company.

Before me,

[Signature]
Notary Public/Attorney at Law
Name: TANYA OLIVER

**MY COMMISSION EXPIRES
NOVEMBER 4, 2004**

See attached Exhibit A

ColAssignment Trademark PtdPirates
10/5/00 8:56 AM



U.S. Trademark Electronic Search System (TESS)

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	Serial Number	Reg. Number	Word Mark	Live/Dead Indicator
1	74467275		PORTLAND PIRATES	LIVE
2	74467274		PORTLAND PIRATES	LIVE

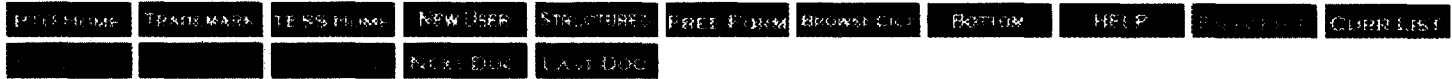
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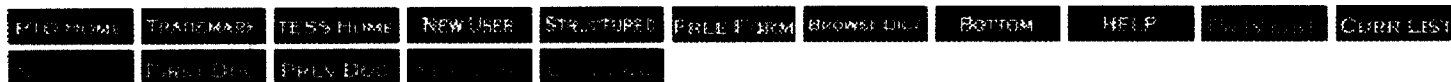
PORTLAND

Word Mark	PORTLAND PIRATES
Goods and Services	IC 041. US 107. G & S: entertainment services in the nature of hockey games and exhibitions rendered live and through the media of radio and television broadcasts. FIRST USE: 19930800. FIRST USE IN COMMERCE: 19930800
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	020101 020114 020131 210304 260102 260111
Serial Number	74467275
Filing Date	December 8, 1993
Published for Opposition	June 13, 1995
Owner	(APPLICANT) Atlantic Pro Sports, Inc. CORPORATION PENNSYLVANIA c/o Portland Pirates Hockey Club 1 Civic Center Square Portland MAINE 04101
Attorney of Record	Michael J. Bevilacqua
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE " PORTLAND " APART FROM THE MARK AS SHOWN
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead	



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PORTLAND

Word Mark	PORTLAND PIRATES
Goods and Services	IC 025. US 039. G & S: clothing; namely, T-shirts, hats, shorts, sweatshirts, jackets and jerseys. FIRST USE: 19930800. FIRST USE IN COMMERCE: 19930800
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	020101 020114 020131 210304 260102 260111
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Register	PRINCIPAL
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