

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEATTLE HOCKEY PARTNERS LLC		04/30/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	153 East 53rd Street, 18th Floor		
Internal Address:	The Citigroup Private Bank, Attention: John Gleeson		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	90085175		
Serial Number:	90085182		
Serial Number:	90068891	S	
Serial Number:	90068889	S	
Serial Number:	90064963	SEATTLE SOCKEYES	
Serial Number:	90064966	SEATTLE SOCKEYES	
Serial Number:	90064971	SEATTLE SUMMITS	
Serial Number:	90064977	SEATTLE SUMMITS	
Serial Number:	90064989	SEATTLE BREAKERS	
Serial Number:	90065000	SEATTLE BREAKERS	
Serial Number:	90065011	SEATTLE KRAKEN	
Serial Number:	90065020	SEATTLE KRAKEN	
CORRESPONDENCE DATA			
Fax Number:	3146673633		
<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>			
Phone:	314-552-6000		
Email:	ipdocket@thompsoncoburn.com		
TRADEMARK			

CH \$315.00 90085175

Correspondent Name: Shoko Naruo
Address Line 1: One US Bank Plaza
Address Line 2: Thompson Coburn LLP
Address Line 4: St. Louis, MISSOURI 63101

NAME OF SUBMITTER: Shoko Naruo

SIGNATURE: /shoko naruo/

DATE SIGNED: 05/06/2021

Total Attachments: 5

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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 April 30, 2021, by SEATTLE HOCKEY PARTNERS LLC, a Delaware limited liability company (the “*Grantor*”) in favor of Citibank, N.A., as Administrative Agent (the “*Administrative Agent*”).

WITNESSETH:

A. Reference is made to that certain Security Agreement dated as of December 4, 2018, entered into by and among Seattle Hockey Partners LLC, 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 the Grantor, the 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. The 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.

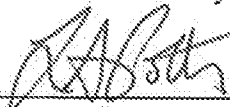
SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

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 December 4, 2018, 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 the page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the 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.

SEATTLE HOCKEY PARTNERS LLC, a
Delaware limited liability company, as Grantor

By: 
Name: Leonard Potter
Title: Vice President

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007282 FRAME: 0947

IN WITNESS WHEREOF, the 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.

SEATTLE HOCKEY PARTNERS LLC, a
Delaware limited liability company, as Grantor

By: _____
Name: _____
Title: _____

Accepted and Agreed:


CITIBANK, N.A.,
as Administrative Agent

By: *John Blesson*
Name: JOHN BLESSON
Title: DIRECTOR





[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1

Canadian Trademark Applications & Registrations:

Mark	Application No.	Registration No.	Filing Date	Registration Date
	2041754	Pending	Jul. 23, 2020	Pending
SEATTLE KRAKEN	2041745	Pending	Jul. 23, 2020	Pending

United States Trademark Applications & Registrations:

Trademarks	Application No.	Registration No.	Filing Date	Registration Date
	90085175	Pending	July 31, 2020	Pending
	90085182	Pending	July 31, 2020	Pending
	90068891	Pending	July 23, 2020	Pending
	90068889	Pending	July 23, 2020	Pending
SEATTLE SOCKEYES	90064963	Pending	July 21, 2020	Pending
SEATTLE SOCKEYES	90064966	Pending	July 21, 2020	Pending
SEATTLE SUMMITS	90064971	Pending	July 21, 2020	Pending
SEATTLE SUMMITS	90064977	Pending	July 21, 2020	Pending
SEATTLE BREAKERS	90064989	Pending	July 21, 2020	Pending
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