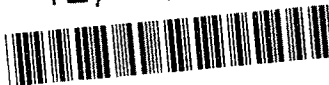


12/22/2014



103670142

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

Public 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)**

Hockey Western New York, LLC

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) December 11, 2014☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☐ Other \_\_\_\_\_**2. Name and address of receiving party(ies)**Name: JPMorgan Chase Bank, N.A., as Agent

Internal Address: \_\_\_\_\_

Street Address: 270 Park AvenueCity: New YorkState: New YorkCountry: USA Zip: 10017Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

7235025

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: Joel SchechterInternal Address: Cummings and Lockwood LLCStreet Address: 3001 Tamiami Trail North, Suite 400City: NaplesState: Florida Zip: 34103Phone Number: 239-649-3128

Docket Number: \_\_\_\_\_

Email Address: jschechter@cl-law.com**6. Total number of applications and patents involved: 1****7. Total fee (37 CFR 1.21(h) & 3.41) \$**☐ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)**8. Payment Information**

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

Authorized User Name: JOEL SCHECTER 7235025**9. Signature:**

Signature

Joel Schechter

Name of Person Signing

Date

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

6

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

## NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of December 11, 2014, is made by the entity listed on the signature pages hereof ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. ("JPM"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the banks (the "Banks") which are signatories of the Credit Agreement (as defined below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 11, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hockey Western New York, LLC (f/k/a Niagara Frontier Hockey, L.P.), a New York limited liability company (the "Borrower"), each of the Banks and the Agent, the Banks have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of December 11, 2014 in favor of the Agent (the "Security Agreement"), to grant the security interest contemplated by the Security Agreement as collateral security for payment and performance of obligations under the Credit Agreement and the Subsidiary Guaranty (as defined in the Security Agreement), as applicable; and

WHEREAS, Grantor is a party to the Security Agreement pursuant to which Grantor is required to execute and deliver this Notice of Grant of Security Interest in Patents;

NOW, THEREFORE, in consideration of the premises and to induce the Banks and the Agent to enter into the Credit Agreement and to induce the Banks to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, and any extensions, renewals, modifications or refinancings of the Secured Obligations, Grantor hereby pledges and assigns to the Agent, for the ratable benefit of the Banks, and hereby grants to the Agent, for the ratable benefit of the Banks, a continuing security interest in and to the following properties, assets and rights of Grantor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (the "Patent Collateral") provided, however, that the Collateral shall not include any Excluded Collateral, regardless of whether the same is described herein:

(a) the patents of Grantor and all of Grantor's now owned or hereafter acquired United States or other patents and applications for patents, including without limitation those listed on Schedule 1 hereto.

or

Section 3. Security Agreement. The security interest granted pursuant to this Notice of Grant of Security Interest in Patents is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Patent 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.

Section 4. NHL Requirements. It is acknowledged, understood and agreed that, notwithstanding anything in this Agreement or any other Operative Document (as defined in the NHL Consent Letter) to the contrary, (a) the exercise by any Lender (as defined in the NHL Consent Letter) of remedies under any Operative Document will be made in accordance with the terms and provisions of the NHL Consent Letter, 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 Agreement), the terms of the NHL Consent Letter will control. For the avoidance of doubt, the Grantor acknowledges and agrees that nothing herein or in any Operative Document shall give any Club Party (as defined in the NHL Consent Letter) any independent right to invoke or enforce any right or remedy set forth in the NHL Consent Letter.

Section 5. Counterparts. This Notice of Grant of Security Interest in Patents may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed signature page to this Notice of Grant of Security Interest in Patents by facsimile transmission or by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

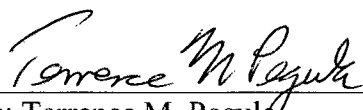
Section 6. Governing Law. This Notice of Grant of Security Interest in Patents and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Patents to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HOCKEY WESTERN NEW YORK, LLC, as  
Grantor

By:   
Name: Terrence M. Pegula  
Title: Chief Executive Officer

*[Continued on Next Page]*

ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A., as Agent

By: 

Name: Scott T. Milleisen

Its: Managing Director

CUMMINGS & LOCKWOOD LLC

Lorien L.M.M. Golaski

Also Admitted In North  
Carolina

239.649.3186 Direct  
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Street Address:  
Collier Place II  
3001 Tamiami Trail North  
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Naples, FL 34103

Post Office Address:  
P.O. Box 413032  
Naples, FL 34101

239.262.8311 Phone  
239.263.0703 Fax

December 15, 2014

Mail Stop Assignment Recordation Services  
Director of the USPTO  
P.O. Box 1450  
Alexandria, VA 22313-1450

Re: Assignment of December 11, 2014 Patent Security Agreement by  
Hockey Western New York, LLC, as Assignor in favor of  
JPMorgan Chase Bank, N.A., as Assignee

Dear Sir/Madam:

Enclosed please find our completed Form PTO-1595 and original, executed Patent Security Agreement dated December 11, 2014, requesting the assignment of one patent set forth on Schedule 1 to the Patent Security Agreement.

Additionally, enclosed is our check in the amount of \$40.00 for the filing fee associated with the assignment of this patent. I have enclosed a self addressed, stamped envelope for your use so that you may forward evidence of the release information to my attention.

Please feel free to contact me with any questions or comments regarding this matter.

Sincerely,



Lorien L.M.M. Golaski

LLMMG:ml  
Enclosures