

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAN JOSE SHARKS, LLC		05/09/2003	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	75 East Trimble Road, M/C 4770
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95131
Entity Type:	Banking Corporation: MICHIGAN

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3331877	WORCESTER SHARKS
Registration Number:	3331876	WORCESTER SHARKS
Registration Number:	3331867	WORCESTER SHARKS
Registration Number:	3331865	
Serial Number:	78787056	
Serial Number:	78787061	WORCESTER SHARKS
Serial Number:	78861319	FINZ
Registration Number:	3181537	
Serial Number:	77287559	
Serial Number:	77287571	
Serial Number:	77232773	
Serial Number:	77232764	
Serial Number:	77232753	
Serial Number:	77232745	

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Serial Number:	77232737	
Serial Number:	77232730	
Serial Number:	77232720	
Serial Number:	77232711	
Serial Number:	77232701	SAN JOSE
Serial Number:	77232691	SAN JOSE
Serial Number:	77312972	
Registration Number:	2693238	

CORRESPONDENCE DATA

Fax Number: (650)833-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-833-2247
Email: charlotte.fu@dlapiper.com
Correspondent Name: Charlotte X. Fu
Address Line 1: 2000 University Ave.
Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER:	355281-33
NAME OF SUBMITTER:	Charlotte X. Fu
Signature:	/s/Charlotte X. Fu
Date:	12/18/2007

Total Attachments: 7
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 9, 2003 by and between COMERICA BANK-CALIFORNIA ("Bank") and SAN JOSE SHARKS, LLC, a Delaware limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, and SAN JOSE ARENA MANAGEMENT, LLC dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

This security interest will not preclude Grantor from granting nonexclusive licenses and sublicenses to third parties in the ordinary course of Grantor's business, not interfering in any material respect with the business of Grantor and its Subsidiaries taken as a whole, if the license and sublicenses permit Bank to have a security interest in such nonexclusive licenses and sublicenses.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

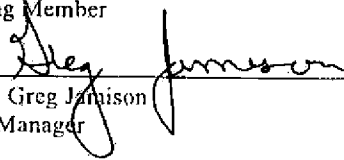
SAN JOSE SHARKS, LLC

Address of Grantor:

525 W. Santa Clara Street
San Jose, CA 95113

Attn: Gregg Olson, C.F.O.

By: San Jose Sports and Entertainment Enterprises LLC
Its: Managing Member

By: 
Name: Greg Jamison
Title: Manager

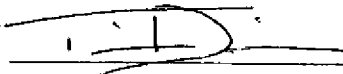
BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 W. Santa Clara St.
Fifth Floor, MC 4820
San Jose, CA 95113

Attn: Tim Bailey

By: 
Title: Vice President

IP
SSS

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
San Jose Sharks theme song	PAu 2147947	12/16/96
Sharks mascot costume	VA 517010	03/12/92

EXHIBIT B

Patents

Description

**Patent/Application
Number**

**Issue/Application
Date**

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
San Jose Jr. Sharks (and design)	2,718,724	05/27/03
Property of Jr. Sharks Hockey	2,768,766	09/30/03
Shark Byte	2,829,042	04/06/04
(design only)	2,969,067	07/19/05
(design only)	76/289,597	07/24/01
(design only)	76/289,596	07/24/01
Teal Town USA	2,378,460	08/22/00
Shark Tank	2,333,639	03/21/00
(design only)	2,193,231	10/06/98
(design only)	2,193,217	10/06/98
Sharks & Parks	2,047,703	03/25/97
S.J. Sharkie	1,830,899	04/12/94
Sharks (stylized letters)	1,769,484	05/04/93
Sharks (and design)	2,433,737	03/06/01
Sharks	1,796,118	09/28/93
Sharks	1,796,012	09/28/93
(design only)	1,791,732	09/07/93
Finatical Sharks Fan Club (and design)	1,809,261	12/07/93
(design only)	1,741,835	12/22/92
(design only)	1,741,781	12/22/92
San Jose Sharks (stylized letters)	1,728,700	10/27/92
(design only)	1,739,087	12/08/92
San Jose Sharks	1,730,360	11/03/92

(design only)	2,435,445	03/13/01
San Jose Sharks	1,740,682	12/15/92
(design only)	2,182,564	08/18/98
Sharks (stylized letters)	1,794,315	09/21/93
Sharks	1,769,354	05/04/93
Bladeshark (block letter)	78/405240	04/20/04
Bladeshark (and design)	78/405225	04/20/04
(design only)	78/358988	01/28/04
B (and design)	78/343187	12/19/03
(design only)	78/301216	09/16/03
Worcester Sharks	3,331,877	11/6/2007
Worcester Sharks	3,331,876	11/6/2007
Worcester Sharks	3,331,867	11/6/2007
(design only)	3,331,865	11/6/2007
(design only)	78,787,056	1/7/2006
Worcester Sharks	78,787,061	1/7/2006
FINZ	78,861,319	4/13/2006
(design only)	3,181,537	12/5/2006
(design only)	77,287,559	9/24/2007
(design only)	77,287,571	9/24/2007
(design only)	77,232,773	7/18/2007
(design only)	77,232,764	7/18/2007
(design only)	77,232,753	7/18/2007
(design only)	77,232,745	7/18/2007
(design only)	77,232,737	7/18/2007
(design only)	77,232,730	7/18/2007
(design only)	77,232,720	7/18/2007
(design only)	77,232,711	7/18/2007

San Jose	77,232,701	7/18/2007
San Jose	77,232,691	7/18/2007
(design only)	77,312,972	10/25/2007
(design only)	2,693,238	3/4/2003