04/03/2012



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

Form P1U-1594 (Rev. 03-11)	U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office	
RECORDATION FORM COVER SHEET  1-3-12  TRADEMARKS ONLY		
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):	2. Name and address of receiving party(les)  Additional names, addresses, or citizenship attached?	
COLHOC Limited Partnership	Name: JPMorgan Chase Bank, N.A.	
A constation	Internal	
☐ Individual(s) ☐ Association ☐ General Partnership ☒ Limited Partnership	Address: 270 Park Avenue	
Corporation- State:	City: New York	
Other	State: NY	
Citizenship (see guidelines)	Country: United States Zip: 10017	
Additional names of conveying parties attached? Yes  No	<u> </u>	
3. Nature of conveyance )/Execution Date(s):	General Partnership Citizenship	
Execution Date(s) March 28, 2012	Corporation Citizenship	
Assignment Merger	X Other Bank Citizenship United States	
Security Agreement	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)	
4. Application number(s) or registration number(s) and		
A. Trademark Application No.(s)	B. Trademark Registration No.(s)	
(please see attached)	(please see attached)  Additional sheet(s) attached? ☑ Yes ☑ No	
C. Identification or Description of Trademark(s) (and Filing		
(please see attached)		
5. Name & address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name: Joel Schechter, Esq. Internal Address: Cummings & Lockwood LLC	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00	
3001 Tamiami Trail North		
Street Address: Suite 400	Authorized to be charged to deposit account  Enclosed	
City: Naples	8. Payment Information:	
State: FL Zip: 34103		
Phone Number: (239) 649-3128	Deposit Account Number	
Fax Number: (239) 430-3325 Email Address: ischechter@c1-law.com	Authorized ปร์ดีรี ฟิลิทิติ LHARTIN กลดดดกาด 2442975	
9. Signature: Mullim L Conf	92 FC:8529/28/2012 41.09	
Şignature	Date	
Michael A Priest	Total number of pages including cover sheet, attachments, and document: 7	
Name of Person Signing		

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, VA 22313-1450

TRADEMARK

**REEL: 004764 FRAME: 0767** 

## **SCHEDULE A**

## **Trademarks and Trademark Registrations**

Trademark or	Registrations United States Patent and Trademark Office	
Service Mark	Registration No.	Registration Date
Columbus Blue Jackets	2442976	04/10/01
Blue Jackets	2442977	04/10/01
Columbus Blue Jackets	2462014	06/19/01
Blue Jackets	2462015	06/19/01
CBJ & Hockey Stick Design	2464118	06/26/01
CBJ & Hockey Stick Design	2476055	08/07/01
Stinger Head Design	2550257	03/19/02
Street Jackets	2685641	02/11/03
STINGER & Stinger Design	2813272	02/10/04
Star & Flag Design	2995593	09/13/05
Star & Flag Design	3066337	03/07/06
Hat Design	3066338	03/07/06
Hat Design	3071453	03/21/06
Star & Flag Design	3360130	12/25/07
Hat Design	3376294	01/29/08
COLUMBUS BLUE JACKETS & Hat Design	3792741	05/25/10
COLUMBUS BLUE JACKETS & Hat Design	3806141	06/22/10
LET FANDOM RING	4014918	08/23/11
COLUMBUS BLUE JACKETS & Cannon Design	4071805	12/13/11
COLUMBUS BLUE JACKETS & Cannon Design	4071806	12/13/11

Trademark or Service Mark

Pending Applications -United States Patent and Trademark Office
Serial No. Filing Date

NONE

**EXECUTION COPY** 

TRADEMARK SECURITY AGREEMENT

WHEREAS, COLHOC LIMITED PARTNERSHIP, a limited partnership

organized under the laws of the State of Ohio (hereinafter referred to as the "Grantor"),

owns the U.S. trademarks, trademark registrations and trademark applications listed on

Schedule "A" annexed hereto; and

WHEREAS, the Grantor has agreed to grant, subject to (i) liens permitted to exist

on such assets pursuant to both (A) the Credit Agreement, effective as of March 28, 2012

(as amended, supplemented or otherwise modified from time to time, the "Credit

Agreement") by and among the Grantor, the banks (the "Banks") that are parties to the

Credit Agreement, and JPMorgan Chase Bank, N.A., as Administrative Agent (in such

capacity, together with its successors in such capacity, the "Agent") for the Banks, and

(B) the Security Agreement, effective as of March 28, 2012, by the Grantor in favor of

the Agent (as amended, supplemented or otherwise modified from time to time, the

"Security Agreement"), and (ii) existing trademark licenses granted by the Grantor in the

ordinary course of rights with respect to such assets, a security interest in certain assets of

the Grantor to secure the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and

sufficiency of which is hereby acknowledged, the Grantor does hereby mortgage, pledge

and grant to the Agent, its successors, endorsees, transferees and assigns for the ratable

benefit of the Banks, a security interest in all of the Grantor's right, title and interest in, to

and under the following U.S. trademark applications and trademark registrations, whether

presently existing or hereafter arising or acquired, and which is more fully described in

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the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein:

- (i) each U.S. trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (ii) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration, including, without limitation, any of the foregoing referred to in Schedule A, and of any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule A, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the interest granted in the Security Agreement which is incorporated herein by reference, and of which this Trademark Security Agreement is a part.

NHL Requirements. It is acknowledged, understood and agreed that, notwithstanding anything in this document 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

Operative Document (including without limitation this document), the terms of the NHL Letter Agreement will control. All capitalized terms used in this paragraph and not defined in this paragraph are defined in that certain letter agreement, dated as of March 28, 2012, by and among the National Hockey League, JPMorgan Chase Bank, N.A. as lender, COLHOC Limited Partnership, JMAC, Inc. and Nationwide Mutual Insurance Company, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time (the "NHL Letter Agreement").

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized to be effective as of the 28 day of March, 2012.

## COLHOC LIMITED PARTNERSHIP

By: JMAC Hockey, Inc., Its General Partner

President

STATE OF OHIO ) ss.

COUNTY OF FRANKLIN

MARCH

Personally appeared Michael A. Priest, the President of JMAC Hockey, Inc., which is the General Partner of COLHOC Limited Partnership, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said companies, before me.

My Commission Expires: 10-5-2015

Jill Edwards NOTARY PUBLIC My Commission Expires:

**TRADEMARK REEL: 004764 FRAME: 0773** 

**RECORDED: 04/03/2012**