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FORM PTO-1594 2.3.99 (Rev. 8-83) OMB No. 0551-0011(exp. 4/94)

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FEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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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): OTTAWA SENATORS HOCKEY CLUB CORPORATION 1000 Palladium Drive Kanata, Ontario K2V 1A4 Canada

2. Name and address of receiving party(ies) Name: Fleet National Bank

Individuals(s) Association General Partnership Limited Partnership Corporation-State Other Canadian Corporation Additional name(s) of conveying party(ies) attached Yes No

02-03-1999

U.S. Patent & TMO/OTC/TM Mail Rcpt Dt. #57

Address: 3rd Floor One Federal Street Boston State: MA ZIP: 02211

Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Bank

If assignee is not determined in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separated 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: 1/13/99

4. Application number (s) or patent numbers(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,816,186

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Joy Huibonhoa Internal Address: O'Sullivan Graev & Karabell, LLP Street Address: 30 Rockefeller Plaza, 24th Floor City: NY State: NY ZIP: 10112

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) Enclosed Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

02/08/1999 DNGUYEN 000002A5 1A16186

FC:481 40.00 DP FC:442 175.00 DP

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. Robert Buccarelli Signature 1/29/99 Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

Additional receiving party:

Canadian Imperial Bank of Commerce
3rd Floor
Commerce Court West
Toronto, Ontario M5L 1A2 Canada

Bank

Registered Trade-marks

Country	Trade-mark	Registration No.	Registration Date
United States	OTTAWA SENATORS	1,816,186 (class 41)	January 11, 1994
United States	OTTAWA SENATORS & Design (Logo #1 Parliament Hill Logo)	1,852,350 (classes 14, 16, 24, 25, 28)	September 6, 1994
United States	OTTAWA SENATORS & Design (Logo #2 Head Logo)	1,906,587 (class 25)	July 18, 1995
United States	OTTAWA SENATORS	1,959,122 (class 25)	February 27, 1996
United States	SENATORS	2,041,529 (class 41)	March 4, 1997
United States	OTTAWA SENATORS & Design (Logo #2 Head Logo)	1,912,770 (class 41)	August 15, 1995
United States	SENATOR & Design (Logo #3 Head Logo without reading matter)	2,076,154 (class 41)	July 1, 1997

Pending Trade-Mark Applications

<u>Country</u>	<u>Trade-mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	DESIGN	75/460,279 (class 25)	April 1, 1998

TRADEMARK SECURITY AGREEMENT (U.S.A.)

THIS AGREEMENT is made as of January 13, 1999, among **OTTAWA SENATORS HOCKEY CLUB CORPORATION** (as successor in interest to Ottawa Senators Hockey Club Limited Partnership) (the "Borrower"), **CANADIAN IMPERIAL BANK OF COMMERCE** ("CIBC") and **FLEET NATIONAL BANK** ("Fleet").

WHEREAS:

- A.** The Borrower is in the process of restructuring its debt.
- B.** In connection with such restructuring the Borrower has entered into an amended and restated senior lenders credit agreement dated as of January 13, 1999 among the Borrower, the Co-Agents and the Lenders (as hereinafter defined) (as such credit agreement may be amended, varied, supplemented, restated, revised or replaced at any time and from time to time, the "Credit Agreement");
- C.** CIBC and Fleet (in their respective capacities as co-agents under the Credit Agreement, being hereinafter collectively referred to as the "Co-Agents" and each of CIBC and Fleet, in such capacity, being hereinafter individually referred to as a "Co-Agent") have agreed to act as Co-agents for the Lenders under and in respect of the Credit Agreement;
- D.** The Borrower is, or may become, indebted or liable to the Co-Agents and the Lenders under the Credit Agreement;
- E.** To secure the due payment and performance of the Liabilities (as hereinafter defined), the Borrower and the Co-Agents, for and on their own behalf as Co-Agents and on behalf of each of the Lenders, have entered into a general security agreement dated as of January 13, 1999 (as such general security agreement may be amended, varied, supplemented, restated, revised or replaced at any time and from time to time, the "General Security Agreement");
- F.** As additional security for the due payment and performance of the Liabilities, the Borrower has agreed to pledge, mortgage, hypothecate and grant a security interest in all of its right, title, interest and benefit in, to, under and in respect of the Trademark Collateral (as hereinafter defined) to the Co-Agents, for and on their own behalf as Co-Agents and on behalf of each of the Lenders, on the terms and conditions set forth below (the Co-Agents, in their capacity as such, and the Lenders being hereinafter collectively referred to as the "Creditors" and each Co-Agent, in its capacity as such, and each lender being hereinafter individually referred to as a "Creditor"); and
- G.** The Borrower has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by the Borrower) the Borrower covenants, agrees and declares in favour of the Creditors as follows:

Article One - Interpretation

1.1 **Definitions**. In this Agreement and any Schedule hereto, unless there is something in the subject matter or text inconsistent therewith or unless the context otherwise specifies or requires, capitalized terms shall have the meanings ascribed to such terms in the Credit Agreement and, in addition:

“**Agreement**” means this Agreement, including the Schedules, as the same may be amended, varied, supplemented, restated, renewed or replaced at any time and from time to time;

“**Borrower**” means Ottawa Senators Hockey Club Corporation and shall include all successors and permitted assigns of the Borrower;

“**Co-Agent**” and “**Co-Agents**” have the meanings specified in recital C to this Agreement, and shall include all successors and permitted assigns of each Co-Agent;

“**Credit Agreement**” has the meaning specified in recital B to this Agreement;

“**Creditor**” and “**Creditors**” have the meanings specified in recital F to this Agreement, and shall include all successors and assigns of each Creditor;

“**General Security Agreement**” has the meaning specified in recital E to this Agreement;

“**Lenders**” means the Lenders, as such term is defined in the Credit Agreement;

“**Liabilities**” means all present and future indebtedness, obligations and liabilities of the Borrower to any one or more of the Co-Agents or the Lenders, however created, arising or evidenced whether direct or indirect, absolute or contingent, secured or unsecured, due or to become due, now existing or hereafter arising, and all costs of realization, including, for greater certainty, all debts, liabilities and obligations of the Borrower pursuant to or in connection with the Credit Agreement; and

“**Trademark Collateral**” and “**Trademark**” have the meanings specified in Section 2.1 of this Agreement.

1.2 **Interpretation Not Affected by Headings, etc.** Grammatical variations of any terms defined herein have similar meanings; words (including defined terms) importing the singular shall include the plural and vice versa; and words importing gender shall include the masculine, feminine and neuter genders. The division of this Agreement into separate Articles, Sections, Subsections, Paragraphs and Subparagraphs and the insertion of headings and marginal notes and references are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 **Severability.** If any covenant, obligation or agreement contained in this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each covenant, obligation and agreement of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

1.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

1.5 **Binding on Successors, etc.** This Agreement and everything herein contained shall enure to the benefit of each Creditor and each Creditor's successors and assigns and shall be binding upon the Borrower and its successors and permitted assigns. The Borrower may not assign any of its rights and obligations under this Agreement without the prior written consent of the Co-Agents.

Article Two– Security, etc.

2.1 **Security.** For good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, to secure the due payment and performance of all of the Liabilities of the Borrower, the Borrower does hereby pledge, mortgage and hypothecate to and in favour of the Co-Agents, for and on their own behalf as Co-Agents and on behalf of each of the Lenders, and grants to the Co-Agents, for and on their own behalf as Co-Agents and on behalf of each of the Lenders, a security interest in all of its worldwide right, title and interest in and in respect of following property (the “Trademark Collateral”), whether now existing, owned or used or hereafter existing, owned, acquired, adopted or used:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos and other source of business identifiers, and all prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (a) being collectively called a “Trademark”), all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in any office or agency of the United States of America, including those referred to in Item 1 of Schedule A hereto and all reissues, extensions or renewals thereof;
- (b) all Trademark licenses and other agreements providing the Borrower with the right to use any items of the type described in clause (a), including each Trademark license referred to in Item 2 of Schedule A hereto;
- (c) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (a);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Borrower against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item 1 and Item 2 of Schedule A hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

2.2 **Agreement for Security Purposes.** This Agreement has been executed and delivered by the Borrower for the purpose of recording the security interests of each of the Creditors in the Trademark Collateral relating to the Trademarks registered or pending in the United States and referred to in Item 1 to Schedule A with the United States Patent and Trade Marks Office to the extent such security interests may be so recorded therein. The security interests granted hereby have been granted as a supplement to, and not in limitation of, the security interests granted to the Creditors under the General Security Agreement. The General Security Agreement (and all rights and remedies of the Creditors therein) shall remain in full force and effect in accordance with its terms.

Article Three - General

3.1 **Power of Attorney.** The Borrower hereby irrevocably constitutes and appoints each Co-Agent and any officer or agent of each Co-Agent in accordance with *the Powers of Attorney Act (Ontario)*, with full power of substitution from time to time, as the Borrower's true and lawful attorney, with full power and authority in the name and on behalf of the Borrower to take any appropriate action and to execute such assignments, transfers, registrations, agreements, licenses, assurances, documents and instruments which the Borrower ought to take or execute and do, and has not taken or executed or done, under the covenants and provisions contained in this Agreement or the General Security Agreement and generally to use the name of the Borrower in the exercise of all or any of the powers hereby conferred on each of the Co-Agents and the Borrower declares this to be a general power of attorney in the widest respect. This power of attorney shall not be revoked or terminated by any act or instrument other than the termination of this Agreement in accordance with Section 3.2.

3.2 **Termination of this Agreement.** Upon payment and performance in full of all of the Liabilities, termination of all rights of the Borrower to receive any additional credit from each Creditor and fulfilment by the Borrower of all of its obligations to each Creditor with respect to the Liabilities, this Agreement shall be and become fully ended and terminated and all right, title, estate and interest in and in respect of the Trademark Collateral pledged, mortgaged, hypothecated and secured by the Borrower hereunder shall be released and all covenants and agreements of the Borrower hereunder shall be at an end and the Co-Agents shall, upon the written request of the Borrower and at the expense of the Borrower, execute such instruments and other documents and give such notifications or assurances as may be necessary to fully release, cancel and discharge this Agreement in the circumstances.

3.3 **Rights and Remedies Cumulative.** The rights or remedies given to the Creditors hereunder shall be cumulative of and not substituted for any rights or remedies to which any Creditor may be entitled under the Credit Agreement, the General Security Agreement, the Security Documents, or any other agreement or security provided to any Creditor with respect to the Liabilities or under statute or at law and may be exercised whether or not any Creditor has pursued or is then pursuing any other such rights and remedies. Without limitation, the Borrower hereby acknowledges and affirms that the rights and remedies given to the Creditors with respect to the security interests in the Trademark Collateral granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

3.4 **Time of Essence.** Time shall be of the essence of this Agreement.

3.5 **Notices.** Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be given in accordance with the Credit Agreement.

3.6 **Waiver.** No consent or waiver, express or implied, by any Creditor to or of any breach or default by the Borrower in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Borrower hereunder. Failure on the part of any Creditor to complain of any act or failure to act of the Borrower or to declare the Borrower in default, irrespective of how long such failure continues, shall not, by itself, constitute a waiver by the Creditors (of any of them) of the Creditors' (or any Creditor's) rights hereunder.

3.7 **Amendments.** This Agreement may not be modified or amended except with the written consent of the Borrower and the Co-Agents.

IN WITNESS WHEREOF each of the parties hereto has duly executed this Agreement as of the day and year first written above.

**OTTAWA SENATORS HOCKEY CLUB
CORPORATION**

By: RCM
Name: Robert C. McInnis
Title: Secretary

**CANADIAN IMPERIAL BANK OF COMMERCE,
as Co-Agent**

By: Rocco Calarco
Name: Rocco Calarco
Title: Senior Manager

FLEET NATIONAL BANK, as Co-Agent

By: Robert T. P. Storer
Name: Robert T. P. Storer
Title: Senior Vice President

Schedule A

INTELLECTUAL PROPERTY RIGHTS

Registered Trade-marks

**(Registered in the name of Ottawa Senators
Hockey Club Limited Partnership)**

<u>Country</u>	<u>Trade-mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	OTTAWA SENATORS	1,816,186 (class 41)	January 11, 1994
U.S.A.	OTTAWA SENATORS & Design (Logo #1 Parliament Hill Logo)	1,852,350 (classes 14, 16, 24, 25, 28)	September 6, 1994
U.S.A.	OTTAWA SENATORS & Design (Logo #2 Head Logo)	1,906,587 (class 25)	July 18, 1995
U.S.A.	OTTAWA SENATORS	1,959,122 (class 25)	February 27, 1996
U.S.A.	SENATORS	2,041,529 (class 41)	March 4, 1997
U.S.A.	OTTAWA SENATORS & Design (Logo #2 Head Logo)	1,912,770 (class 41)	August 15, 1995
U.S.A.	SENATOR & Design (Logo #3 Head Logo without reading matter)	2,076,154 (class 41)	July 1, 1997

Pending Trade-mark Applications

(Pending in the name of Ottawa Senators

Hockey Club Limited Partnership)

<u>Country</u>	<u>Trade-mark</u>	<u>Application No.</u>	<u>Filing Date</u>
U.S.A.	DESIGN	75/460,279 (class 25)	April 1, 1998

The Borrower is a party to a licensing agreement with the NHL, pursuant to which OSHCLP, as predecessor in interest to the Borrower, has granted to the NHL a licence for the use of the NHL symbols (which include the name, emblem, insignia, symbols, signs, colours and other indicia of the NHL and all registered, recorded or other trade-marks, trade names, copyrights, service marks and other proprietary rights pertaining thereto) and video promotional rights for commercial and promotional purposes provided that such license is subject to the right of the Borrower to grant local licences within a geographical area not exceeding a 75 mile radius from the Corel Centre. Pursuant to such right, OSHCLP, as predecessor in interest to the Borrower, has entered into various advertising and promotional rights agreements, with the result that the rights of the Borrower to utilize the intellectual property registrations listed above are subject to the terms and conditions of such local advertising and promotional rights agreements.