

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Agreement executed 8/31/2004 from Nashville Hockey Club Limited Partnership to Citicorp USA, Inc. recorded on 9/10/2004 under Reel/Frame 2934/0307

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		12/07/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Nashville Hockey Club Limited Partnership
<b>Street Address:</b>	501 Broadway
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37203
<b>Entity Type:</b>	LIMITED PARTNERSHIP: WISCONSIN

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2419490	NASHVILLE PREDATORS
Registration Number:	2364958	NASHVILLE PREDATORS
Registration Number:	2251939	
Registration Number:	2347506	
Registration Number:	2652096	PREDATORS
Registration Number:	2243878	STREET PRIDE
Registration Number:	2889469	GNASH
Registration Number:	2499960	GNASH

**CORRESPONDENCE DATA**

Fax Number: (212)755-7306  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-326-3717  
 Email: nytef@jonesday.com

**CH \$215.00 2419490**

Correspondent Name: Nancy A. Zoubek, Jones Day  
Address Line 1: 222 East 41st Street  
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Nancy A Zoubek
Signature:	/Nancy A Zoubek/
Date:	12/10/2007

**Total Attachments: 12**

source=Release and Discharge of Security Interest\_Page\_01#page1.tif  
source=Release and Discharge of Security Interest\_Page\_02#page1.tif  
source=Release and Discharge of Security Interest\_Page\_03#page1.tif  
source=Release and Discharge of Security Interest\_Page\_04#page1.tif  
source=Release and Discharge of Security Interest\_Page\_05#page1.tif  
source=Release and Discharge of Security Interest\_Page\_06#page1.tif  
source=Release and Discharge of Security Interest\_Page\_07#page1.tif  
source=Release and Discharge of Security Interest\_Page\_08#page1.tif  
source=Release and Discharge of Security Interest\_Page\_09#page1.tif  
source=Release and Discharge of Security Interest\_Page\_10#page1.tif  
source=Release and Discharge of Security Interest\_Page\_11#page1.tif  
source=Release and Discharge of Security Interest\_Page\_12#page1.tif

**RELEASE AND DISCHARGE OF SECURITY INTEREST  
IN TRADEMARKS**

THIS RELEASE AND DISCHARGE OF SECURITY INTEREST IN TRADEMARKS (this "IP Security Interest Release and Discharge") dated December 7, 2007, is made by Citicorp USA, Inc., as agent under each of the Credit Agreements and Trademark Agreements (each as defined below) (in such capacities, the "Agent") for the Lender Groups (as defined below) in favor of the parties listed in Exhibit 1 or Exhibit 2 hereto, as the case may be (collectively, the "Pledgors"). Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the 2006 Credit Agreement (as is defined below).

PRELIMINARY STATEMENTS.

WHEREAS, Nashville Hockey Club Limited Partnership, a Wisconsin limited partnership, as borrower ("Borrower"), entered into that certain credit agreement, dated as of August 31, 2004, as amended, supplemented, restated or otherwise modified from time to time (the "2004 Credit Agreement"), with the lenders from time to time a party thereto (collectively, the "2004 Lenders") and the Agent for the 2004 Lenders (the Agent, in such capacity, and the 2004 Lenders are collectively referred to herein as the "2004 Lender Group");

WHEREAS, the Borrower entered into that certain credit agreement, dated as of December 15, 2006, as amended, supplemented, restated or otherwise modified from time to time and currently in effect (the "2006 Credit Agreement", and together with the 2004 Credit Agreement, the "Credit Agreements"), with the lenders from time to time a party thereto (and collectively the "2006 Lenders") and the Agent for the 2006 Lenders (the Agent, in such capacity, and the 2004 Lenders are collectively referred to herein as the "2006 Lender Group"; the 2004 Lender Group and 2006 Lender Group are collectively referred to herein as the "Lender Groups");

WHEREAS, the Borrower and certain affiliates of the Borrower entered into that certain trademark security agreement, dated as of August 31, 2004 (the "2004 Trademark Agreement"), with Agent in order to secure the security interests granted to the 2004 Lender Group under the 2004 Credit Agreement and to file the 2004 Trademark Agreement with the United States Patent and Trademark Office ("PTO");

WHEREAS, the Borrower and certain affiliates of the Borrower entered into that certain Trademark Security Agreement, dated as of December 15, 2006 (the "2006 Trademark Agreement" and, together with the 2004 Trademark Agreement, the "Trademark Agreements"), with Agent in order to secure the security interests granted to the 2006 Lender Group under the 2006 Credit Agreement and to file the 2006 Trademark Agreement with the PTO;

WHEREAS, the 2004 Trademark Agreement was recorded in the PTO on September 10, 2004, at Reel/Frame 2934/0307 with respect to trademarks; and

WHEREAS, to the extent such security interest has not previously been released and terminated, the Agent has agreed to terminate, release and assign its security interest in the

collateral constituting intellectual property created pursuant to each of the Credit Agreements and each of the Trademark Agreements and grant all of its right, title and interest in and to such collateral constituting intellectual property to the applicable Pledgor of such interest;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

SECTION 1. Release and Discharge Security. The Agent hereby forever releases and discharges, on its behalf and on behalf of each applicable Lender Group, without any representation, warranty, or recourse whatsoever, the security interest in and to all of each Pledgor's right, title and interest in and to all collateral having been secured under either Trademark Agreement (collectively, and including the Trademarks and Licenses defined below, the "Trademark Collateral"), including, without limitation, all of each of the Pledgor's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A and Schedule B attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of any of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing owned or hereafter acquired trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) of paragraph 4(a) of each of the Trademark Agreements, are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements related to or in connection with the use of the Trademarks with any other party, if such Pledgor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

SECTION 2. Recordation. The Agent hereby authorizes and requests the Commissioner of Patents and Trademarks and any other applicable government officer to record this IP Security Interest Release and Discharge.

SECTION 3. Further Assurances. The Agent hereby agrees, at the Pledgors' expense, to execute such instruments and to take such other actions as the Pledgors may reasonably request to terminate the Agent's security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from the Agent's security interest.


SECTION 4. Governing Law. This IP Security Interest Release and Discharge shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This IP Security Interest Release and Discharge may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Agent has executed this IP Security Interest Release and Discharge or caused this IP Security Interest Release and Discharge to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITICORP USA, INC.  
as Agent

By:   
Name: JOHN GLEESON  
Title: Vice President

**Exhibit -1**

**2004 Pledgors**

1. Nashville Hockey Club Limited Partnership
2. Nashville Predators, LLC
3. Powers Management, LLC

**Exhibit -2**

**2006 Pledgors**

1. Nashville Hockey Club Limited Partnership
2. Nashville Predators, LLC
3. Powers Management, LLC



**Schedule A**

See attached.

NYI-4043051

**TRADEMARK**  
**REEL: 003675 FRAME: 0025**

**Execution Copy****Schedule A****Trademark Registrations/Applications**

The Borrower claims ownership in any trademarks that arise under the common law, including, but not limited to, the marks *Smashville*. In addition, the Borrower has filed the following trademark applications/registrations with the United States Patent and Trademark Office:

**I. U.S. Trademark Registrations and Applications**

<u>Mark</u>	<u>Reg. No./ (App. No.)</u>	<u>Date Reg./ (Date Filed)</u>	<u>Record Owner</u>
Nashville Predators	2,419,490	Jan. 9, 2001	Nashville Hockey Club Limited Partnership
Nashville Predators	(75-374,859-ITU) Misassigned Serial No.	(Oct. 17, 1997)	Nashville Hockey Club Limited Partnership
Nashville Predators	2,364,938	July 4, 2000	Nashville Hockey Club Limited Partnership
Design Only	2,251,939	June 8, 1999	Nashville Hockey Club Limited Partnership
Design Only	2,347,506	May 2, 2000	Nashville Hockey Club Limited Partnership
Predators	2,652,096	Nov. 19, 2002	Nashville Hockey Club Limited Partnership
Street Pride	2,243,878	May 4, 1999	Nashville Hockey Club Limited Partnership
GNASH	76-040,542	May 4, 2000	Nashville Hockey Club Limited Partnership
GNASH	2,499,960	Oct. 23, 2001	Nashville Hockey Club Limited Partnership

**II. Foreign Trademark Registrations and Applications**

<u>Country</u>	<u>Mark</u>	<u>Reg. No./ (App. No.)</u>	<u>Date Reg./ (Date Filed)</u>	<u>Record Owner</u>
Canada	Nashville Predators	TMA516719 Hockey	Sept. 22, 1999	Nashville Hockey Club Limited Partnership
Canada	Nashville Predators	TMA516612	Sept. 21, 1999	Nashville Hockey Club

50212023V-7

**TRADEMARK**  
**REEL: 002934 FRAME: 0317**

**TRADEMARK**  
**REEL: 003675 FRAME: 0026**

	(logo design only)			Limited Partnership
Canada	Nashville predators & Design	TMA598208	Sept. 19, 2003	Nashville Hockey Club Limited Partnership
European Community	Nashville Predators	817,247	Oct. 1, 1999	NHL Enterprises B.V.
European Community	Nashville Predators (logo design only)	in process	--	NHL Enterprises B.V.

**Schedule B**

See attached.

NYI-4043051

**TRADEMARK**  
**REEL: 003675 FRAME: 0028**

Schedule A

Trademark Registrations/Applications

The Borrower claims ownership in any trademarks that arise under the common law, including, but not limited to, the marks *Smashville* and *Live It*. In addition, the Borrower has filed the following trademark applications/registrations with the United States Patent and Trademark Office:

**I. U.S. Trademark Registrations and Applications**

<u>Mark</u>	<u>Reg. No./(App. No.)</u>	<u>Date Reg./(Date Filed)</u>	<u>Record Owner</u>
Nashville Predators	2,419,490	Jan. 9, 2001	Nashville Hockey Club Limited Partnership
Nashville Predators	2,364,958	July 4, 2000	Nashville Hockey Club Limited Partnership
Design Only	2,251,939	June 8, 1999	Nashville Hockey Club Limited Partnership
Design Only	2,347,506	May 2, 2000	Nashville Hockey Club Limited Partnership
Predators	2,652,096	Nov. 19, 2002	Nashville Hockey Club Limited Partnership
Street Pride	2,243,878	May 4, 1999	Nashville Hockey Club Limited Partnership
GNASH	<del>2,899,469</del> 2,889,469	Sept. 28, 2004	Nashville Hockey Club Limited Partnership
GNASH	2,499,960	Oct. 23, 2001	Nashville Hockey Club Limited Partnership
GNASH	2,574,343	May 28, 2002	Nashville Hockey Club Limited Partnership
Nashville Predators & Skull Design	2,730,071	June 24, 2003	Nashville Hockey Club Limited Partnership
Nashville Predators & Skull Design	2,776,288	Oct. 21, 2003	Nashville Hockey Club Limited Partnership
Predator Head Forward Facing Design	2,640,856	Oct. 22, 2002	Nashville Hockey Club Limited Partnership
Predator Head Forward Facing Design	2,919,288	Jan. 18, 2005	Nashville Hockey Club Limited Partnership

**II. Foreign Trademark Registrations and Applications**

<u>Country</u>	<u>Mark</u>	<u>Reg. No./(App. No.)</u>	<u>Date Reg./(Date Filed)</u>	<u>Record Owner</u>
Canada	Nashville Predators	516719	Sept. 22, 1999	Nashville Hockey Club Limited Partnership
Canada	Nashville Predators (logo design only)	516612	Sept. 21, 1990	Nashville Hockey Club Limited Partnership
Canada	Nashville predators & Design	598209	Sept. 19, 2003	Nashville Hockey Club Limited Partnership
European Community	Nashville Predators	817,247	Oct. 1, 1999	NHL Enterprises B.V.
European Community	Nashville Predators (logo design only)	in process	--	NHL Enterprises B.V.
Canada	Predator Head Forward Facing Design	598,161	Dec. 19, 2003	Nashville Hockey Club Limited Partnership

31380889.DOC