

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
South Florida Sports & Entertainment, LLC		09/26/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3313869	SSE SUNRISE SPORTS & ENTERTAINMENT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: jfanelly@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: James Fanelly

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18453-021
NAME OF SUBMITTER:	/James Fanelly/
Signature:	/James Fanelly/
Date:	09/30/2013

CH \$40.00 3313869

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 26, 2013, 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 September 26, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SOUTH FLORIDA SPORTS & ENTERTAINMENT, LLC, a Delaware 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 September 26, 2013 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 Trademarks;

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 Trademark 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 "Trademark Collateral") provided, however, that the Collateral shall not include any Excluded Collateral, regardless of whether the same is described herein:

(a) the trademarks of Grantor and all of Grantor's now owned or hereafter acquired United States or other trademarks, service marks, trade names, logos, registrations and applications for trademarks and service marks, filed and unfiled, including without limitation those listed on Schedule 1 hereto, together with the goodwill of the business connected with the

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UCN: 018608703000

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use of, and symbolized by, all such trademarks, service marks, trade names, logos, registrations and applications, including without limitation those listed on said Schedule 1, provided, however, "Trademark Collateral" shall specifically exclude any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Notice of Grant of Security Interest in Trademarks 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 Trademark 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 Notice of Grant of Security Interest in Trademarks 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 Notice of Grant of Security Interest in Trademarks), the terms of the NHL Consent Letter will control. For the avoidance of doubt, 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 Trademarks 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 Trademarks by facsimile transmission or by Electronic Transmission shall be effective as delivery of a manually executed counterpart hereof.

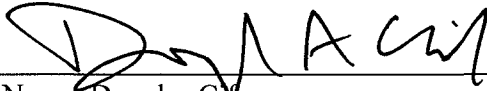
Section 6. Governing Law. This Notice of Grant of Security Interest in Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

Very truly yours,

SOUTH FLORIDA SPORTS &
ENTERTAINMENT, LLC, as Grantor

By: 
Name: Douglas Cifu
Title: Vice Chairman

[Continued on Next Page]

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A., as Agent

By:  _____

Scott T. Milleisen
Managing Director

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
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SCHEDULE I
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations

Trademark	Reg. No. Reg. Date	Owner
SSE SUNRISE SPORTS & ENTERTAINMENT	3,313,869 16-OCT- 2007	SOUTH FLORIDA SPORTS & ENTERTAINMENT, LLC