



Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2014)

12/22/2014



103670148

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

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):

Hockey Western New York, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) New York

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 11, 2014

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Agent

Street Address: 270 Park Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other national association Citizenship USA

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 identification or description of the Trademark.

A. Trademark Application No.(s) Text

see attached

B. Trademark Registration No.(s)

see attached

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joel Schechter

Internal Address: Cummings and Lockwood LLC

Street Address: 3001 Tamiami Trail North, Suite 400

City: Naples

State: Florida Zip: 34103

Phone Number: 239-649-3128

Docket Number: \_\_\_\_\_

Email Address: jschechter@cl-law.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number: 12/23/2014 KNBUTEN1 00000015 3370016

Authorized User Name: \_\_\_\_\_

9. Signature:

Signature

Joel Schechter

Name of Person Signing

Date

12/15/14

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

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 005426 FRAME: 0454

Item 4. (continued)

Description	Trademark Registration No.
Design	3,370,816
Design	3,370,815
Design	2,102,241
Design	2,157,377
BIG 4	2,125,621
Design	3,370,817
Design	3,363,773
Design	2,100,266
Design	2,080,092
Design	1,675,182
Design	920,397
Design	2,206,022
Design	2,152,906
SABRES	1,675,926
SABRES	920,398
SABRESTREET	2,025,545
STUDENT SURGE	4,437,043
WE LIVE HOCKEY	4,467,947

Description	Trademark Application No.
FRENCH CONNECTION	85-700777
RAFTERS CLUB	85-710404
WE LIVE HOCKEY	85-568282
PEGULAVILLE	86-390585
WE ARE BUFFALO	86-358451
WE ARE HOCKEY	86-358444

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 11, 2014, 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 December 11, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hockey Western New York, LLC (f/k/a Niagara Frontier Hockey, L.P.), a New York 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 December 11, 2014 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

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 Agreement 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 Agreement), the terms of the NHL Consent Letter will control. For the avoidance of doubt, the 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.

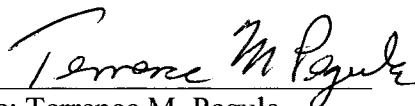
Section 6. Governing Law. This Notice of Grant of Security Interest in Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

HOCKEY WESTERN NEW YORK, LLC, as  
Grantor

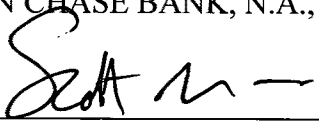
By:   
Name: Terrence M. Pegula  
Title: Chief Executive Officer

*[Continued on Next Page]*

ACCEPTED AND AGREED  
as of the date first above written:

JPMORGAN CHASE BANK, N.A., as Agent

By: \_\_\_\_\_

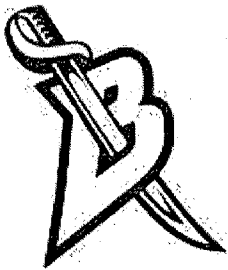




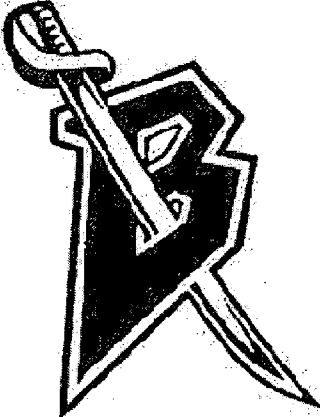
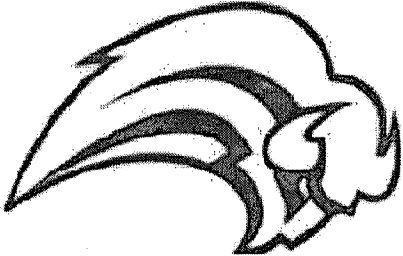
Name: Scott T. Milleisen

Its: Managing Director

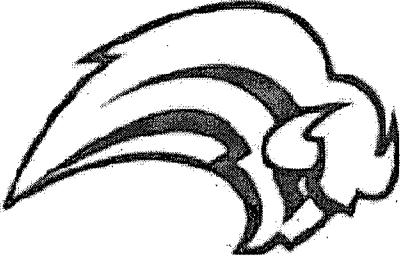
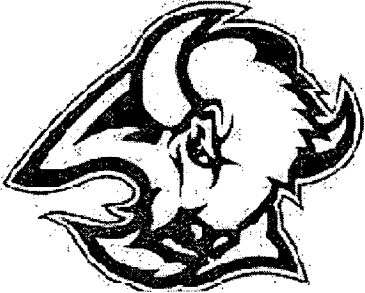

SCHEDULE 1  
TO  
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS




**I. Registered Trademarks**


Trademark	Application No.	Registration No.	Status	Date Registered
	78-927157	3,370,816	REGISTERED	1/15/08
	78-927125	3,370,815	REGISTERED	1/15/08
	75-087467	2,102,241	REGISTERED	1/30/97

Trademark	Application No.	Registration No.	Status	Date Registered
	75-087307	2,157,377	REGISTERED	5/12/98
BIG 4	75-222196	2,125,621	REGISTERED	12/30/97
	78-927159	3,370,817	REGISTERED	1/15/08



Trademark	Application No.	Registration No.	Status	Date Registered
	78-927130	3,363,773	REGISTERED	1/1/08
	75-072864	2,100,266	REGISTERED	9/23/97
	75-017090	2,080,092	REGISTERED	7/15/97

Trademark	Application No.	Registration No.	Status	Date Registered
	74-115556	1,675,182	REGISTERED	2/11/92
	72-373370	920,397	REGISTERED	9/14/71
	75-087311	2,206,022	REGISTERED	11/24/98

Trademark	Application No.	Registration No.	Status	Date Registered
	75-087308	2,152,906	REGISTERED	4/21/98
SABRES	74-115173	1,675,926	REGISTERED	2/18/92
SABRES	72-373371	920,398	REGISTERED	9/14/71
SABRESTREET	75-046223	2,025,545	REGISTERED	12/24/96
STUDENT SURGE	85-476665	4,437,043	REGISTERED	11/19/13
WE LIVE HOCKEY	85-980569	4,467,947	REGISTERED	1/14/14

## II. Trademark Applications

Trademark	Application No.	Registration No.	Status	Date Registered
FRENCH CONNECTION	85-700777	N/A	PENDING APPLICATION – Notice of Allowance Issued	N/A
RAFTERS CLUB	85-710404	N/A	PENDING APPLICATION	N/A
WE LIVE HOCKEY	85-568282	N/A	PENDING APPLICATION	N/A
PEGULAVILLE	86-390585	N/A	PENDING APPLICATION	N/A
WE ARE BUFFALO	86-358451	N/A	PENDING APPLICATION	N/A
WE ARE HOCKEY	86-358444	N/A	PENDING APPLICATION	N/A