

06-07-1999



Tab settings

To the Honorable Commissioner of Patents and Trademarks 101056473

One attached original document or copy thereof.

1. Name of conveying party(ies):

8 Hockey Ventures Inc.

5.27.99

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

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: National Hockey League

Internal Address:

Street Address: 1251 Avenue of the Americas

City: New York State: NY ZIP: 10020-1198

- Individual(s) citizenship
- Association Canadian Not-For-Profit
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: June 27, 1996

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,270,310

1,270,311

Additional numbers attached?  Yes  No

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

Name: Samantha Payne

Internal Address: NHL Enterprises, L.P.

|            |           |          |        |         |
|------------|-----------|----------|--------|---------|
| 06/03/1999 | 101056473 | 00000145 | 500205 | 1270310 |
| 06/03/1999 |           | 40.00    | 00     |         |
| 02/07/1999 |           | 45.00    | 00     |         |

Street Address: 1251 Avenue of the Americas

City: New York State: NY ZIP: 10020-1198

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

500205

(Attach duplicate copy of this page if paying by deposit account)

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.

Mary J. Sotis

Name of Person Signing

Mary J. Sotis  
Signature

May 27, 1999

Date

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

9

5.27.99

**DESIGNATION OF DOMESTIC REPRESENTATION**

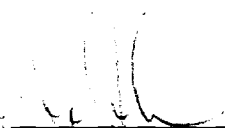
Mark: JETS  
Registration Number: 1,270,310  
Registrant: 8 Hockey Ventures Inc.

Mark: WINNIPEG JETS & Design  
Registration Number: 1,270,311  
Registrant: 8 Hockey Ventures Inc.

Mary J. Sotis, Esq., whose postal address is NHL Enterprises, L.P., 1251 Avenue of the Americas, New York, New York 10020-1198, is hereby designated applicant's representative upon whom notice of process in proceedings affecting the mark may be served.

NATIONAL HOCKEY LEAGUE

Date: May 27, 1999

  
By: Stephen J. Solomon  
Title: Senior Vice President  
and Chief Operating Officer

## ASSIGNMENT

As of June 30, 1996

WHEREAS, Jets Hockey Ventures Limited Partnership, a Manitoba limited partnership, and its sole general partner, 8 Hockey Ventures Inc., a Manitoba corporation, each having a place of business at Two North Central Avenue, Suite 1960, Phoenix, Arizona, USA (together, "Assignor"), has adopted, used and is using the mark(s) listed in Schedule IA hereto and has registered those marks in the United States Patent and Trademark Office;

WHEREAS, said Assignor has adopted, used and is using the mark(s) listed in Schedule IIA hereto and has registered those marks in the Canadian Intellectual Property Office;

WHEREAS, said Assignor has adopted, used and is using the unregistered marks, if any, listed in Schedule II hereto;

WHEREAS, said Assignor has acquired certain copyrights, moral rights, rights of publicity or privacy, trade secrets and/or other interests identified in Schedule III;

WHEREAS, National Hockey League, a Canadian Not-for-Profit Association, with a place of business at 1251 Avenue of the Americas, New York, New York 10020-1198, U.S.A. ("NHL"), is desirous of acquiring all intellectual property relating to the Winnipeg Jets hockey club owned by Assignor, including all right, title and interest, including the goodwill, in and to the marks and copyrights identified in the schedules hereto, and all registrations thereof, if any, and applications therefor, if any (being referred to as the "Intellectual Property");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, said Assignor does hereby assign, as of the date hereof, unto said NHL all of Assignor's right, title and interest in and to the Intellectual Property, together with the good will of the business symbolized thereby, and the within-identified registrations thereof and/or applications therefor;

The NHL acknowledges that Winnipeg Jets Goals for Kids Inc., a registered Canadian charity, uses certain of the Intellectual Property and the NHL agrees to license to Winnipeg Jets Goals for Kids Inc. the right to use certain of the Intellectual Property pursuant to an agreement satisfactory to the NHL.

Assignor agrees, upon request of NHL, to execute all further documents or instruments that may be necessary or desirable to perfect or to record the foregoing assignments or to convey to said NHL or its designee any rights to or registrations of the foregoing properties anywhere in the world.

The parties hereto confirm that it is their wish that this Assignment as well as all other documents relating thereto have been and shall be drawn upon in the English language only.

Les parties aux presentes confirment leur volonte que cette Cession de meme que tous les documents s'y rattachant soient rediges en langue anglaise seulement.

JETS HOCKEY VENTURES LIMITED  
PARTNERSHIP

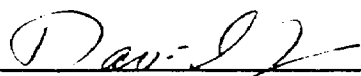
By: 8 Hockey Ventures Inc.,  
its general partner

By:   
Name: Barry Shenkarow

8 HOCKEY VENTURES INC.

By:   
Name: Barry Shenkarow

NATIONAL HOCKEY LEAGUE

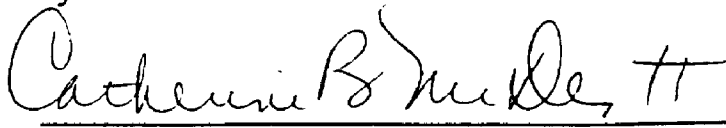
By:   
Name: David Zimmerman  
Title: Vice President  
Associate General Counsel

STATE OF NEW YORK )  
CITY OF NEW YORK )

ss.:

On this 27th day of June, 1996, before me appeared Barry Shenkarow, the person who signed the foregoing instrument, who acknowledged that he signed it as a free agent on behalf of 8 Hockey Ventures Inc., for itself and as the sole general partner of Jets Hockey Ventures Limited Partnership, with full authority to do so.

CATHERINE B. McDERMOTT  
Notary Public, State of New York  
No. 01MC4974023  
Qualified in Kings County  
Commission Expires Nov. 5, 1996

  
Notary Public  
(Stamp and/or Seal)

**SCHEDULE IA**

| <u>Mark</u>                   | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------------------------|-------------------------|--------------------------|
| JETS Cl. 41                   | 1,270,310               | 3/13/84                  |
| WINNIPEG JETS & Design Cl. 41 | 1,270,311               | 3/13/84                  |

**SCHEDULE IIA**

| <u>Mark</u>            | <u>Registration No.</u> | <u>Registration Date</u> |
|------------------------|-------------------------|--------------------------|
| WINNIPEG JETS          | TMA265,022              | 10/11/81                 |
| WINNIPEG JETS & Design | TMA394,720              | 2/28/92                  |

CERTIFICATE

As of June 30, 1996


In connection with the execution and delivery of the Assignment of even date herewith and attached hereto (the "Assignment"), Jets Hockey Ventures Limited Partnership, a Manitoba limited partnership, and its sole general partner, 8 Hockey Ventures Inc., a Manitoba corporation, each having a place of business at Two North Central Avenue, Suite 1960, Phoenix, Arizona, USA (together, "Assignor"), represents, warrants and covenants to the National Hockey League as follows:

1. That it owns all right, title and interest in and to the registrations and applications being assigned, the marks being assigned, including the goodwill therein, and the copyrights and other intellectual property being assigned pursuant to the Assignment and that as of July 1, 1996 none of them is pledged to any other person or entity as security, mortgaged or otherwise subject to any equitable or legal obligation to sell or assign or other interest or claim of ownership by any person or entity other than Assignor;
2. That none of the registrations or applications being assigned, the marks being assigned or the copyrights or other intellectual property being assigned pursuant to the Assignment is subject to any license, grant, release or other authorized right to use by any person or entity other than Winnipeg Jets Goals for Kids Inc.;
3. That it will, within ten days of the date hereof, apply or cause to be applied to cancel any business or corporate name registrations for names which include the word "Jets", or to amend such registered names to remove the word "Jets";
4. That it will not, on or after the date hereof, use any of the intellectual property being assigned pursuant to the Assignment or any marks, symbols, writing or other matter which might infringe any of the intellectual property assigned pursuant to the Assignment; and
5. That the intellectual property assigned to the NHL pursuant to the Assignment constitutes all of the intellectual property owned or used by Assignor.

Assignor agrees that the foregoing representations, warranties and covenants shall survive the date hereof.


JETS HOCKEY VENTURES LIMITED  
PARTNERSHIP

By: 8 Hockey Ventures Inc.,  
its general partner

By:   
Name: Barry Shenkarow

8 HOCKEY VENTURES INC.

By:

  
Name: Barry Shenkarow