

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027

MLP

7-23-99



07-23-1999

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #26

07-29-1999



101104650

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/28/1999 NTHA11 00000201 75400831
01 FC:481 40.00 OP
02 FC:482 325.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
REEL: 001935 FRAME: 0513

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text" value="75400831"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1015488"/>	<input type="text" value="1019629"/>	<input type="text" value="1031743"/>
<input type="text" value="1768704"/>	<input type="text" value="1785618"/>	<input type="text" value="2239103"/>
<input type="text" value="2240908"/>	<input type="text" value="2200047"/>	<input type="text" value="2236947"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Bryan Sims

Name of Person Signing


Signature

7/22/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT is made as of the 9th day of July, 1999 by and among Washington Capitals L.P., a District of Columbia limited partnership ("WCLP") and Washington Sports & Entertainment Limited Partnership, a Maryland limited partnership ("WSELP" and collectively with WCLP, "Assignor") and Lincoln Hockey LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, (i) Abe Pollin, individually and in his capacity as Chief Executive Officer or Trustee, on behalf of and intending to bind each of (A) Abe Pollin Sports, Inc., a Maryland corporation, in its capacity as sole general partner of WSELP, (B) Capital Bullets Basketball Club, Inc., a Maryland corporation, (C) Washington Hockey Limited Partnership, a Maryland limited partnership, (D) Washington Sports & Entertainment, Inc., a District of Columbia corporation, and (E) any trust holding all or part of the assets to be sold pursuant to the Letter Agreement, and (F) WCLP, (ii) Irene Pollin and (iii) Ted Leonsis, on behalf of Lincoln Holdings LLC, a Delaware limited liability company and Assignee, entered into a Letter Agreement dated April 28, 1999, as amended by an Amendment to Letter Agreement dated May 12, 1999 and a Second Amendment to Letter Agreement dated July 8, 1999, (as amended, the "Letter Agreement");

WHEREAS, upon the terms and conditions set forth herein, Assignor desires to assign to Assignee the marks listed in Schedules 1, 2, and 3 (the "Marks") as well as the registrations and applications thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Recitals**. The above recitals are hereby incorporated herein and made a part of this Trademark Assignment and Assumption Agreement.
2. **Defined Terms**. Capitalized terms used in this Trademark Assignment and Assumption Agreement and not otherwise defined herein shall have meanings assigned to them in the Letter Agreement.
3. **Assignment**. Assignor hereby assigns, transfers, and sets over unto Assignee all of the rights, title and interest of Assignor in and to the Marks, together with the registrations, applications and any other indicia of the National Hockey League franchise known as the Capitals including but not limited to any names, initials, slogans, emblems, insignia, logos, symbols, signs, colors, uniform designs including color patterns and player numbers now or in the past, the goodwill of the business symbolized by the Marks and all rights to proceeds of the foregoing, including

without limitation the Assignor's entire right, title and interest in and to any and all liabilities, claims and demands it may have, at law or in equity, for past, present or future infringement of said Marks; provided, however, Assignor may continue to use the corporate name Capital Bullets Basketball Club, Inc.

4. Acceptance and Assumption. Assignee hereby accepts such assignment and agrees with Assignor and with their successors in interest to assume, and hereby does assume any and all liabilities, claims and demands it may have, at law or in equity, for past, present or future infringement in conjunction with said Marks.

5. Further Assurances. From time to time after the date hereof, Assignor will deliver to Assignee all further instruments and assurances required to transfer to and vest in Assignee all of Assignor's right, title, and interest in, to and under the Marks. Assignor and Assignee agree that Assignor will deliver to Assignee all further instruments and assurances required to transfer to and vest in Assignee all of Assignor's right, title and interest in, to and under the marks listed in Schedules 2 and 3 to the extent those marks cannot be transferred due to any defect that may exist or arise in the future.

6. Amendment. This Trademark Assignment and Assumption Agreement may not be amended or modified except by a written instrument signed on behalf of the parties hereto.

7. Third Parties. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any person or entity other than Assignor and Assignee any rights or remedies under or by reason of this Trademark Assignment and Assumption Agreement.

8. Counterparts. This Trademark Assignment and Assumption Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

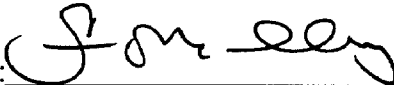
9. Governing Law. This Trademark Assignment and Assumption Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to any applicable principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment and Assumption Agreement as of the date first set forth above.

Assignor

WASHINGTON CAPITALS L.P.

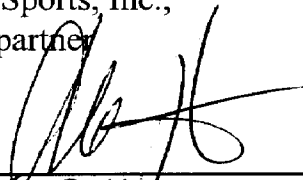
By: Washington Sports & Entertainment, Inc.,
its general partner

By: 
Name: Susan O'Malley
Title: President

Assignor:

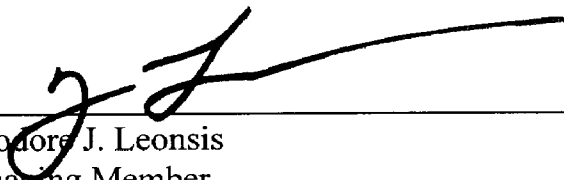
**WASHINGTON SPORTS & ENTERTAINMENT
LIMITED PARTNERSHIP**

By: Abe Pollin Sports, Inc.,
its general partner

By: 
Name: Abe Pollin
Title: President

Assignee:

LINCOLN HOCKEY LLC

By: 
Theodore J. Leonsis
Managing Member

SCHEDULE 1

1. U.S. Registered Trademarks

<u>Reg. No.</u>	<u>Mark</u>	<u>Registration Date</u>
1,015,488	CAPITALS (Cl. 41)	7/8/75
1,019,629	WASHINGTON CAPITALS & Design (Cl. 41)	9/2/75
1,031,743	CAPS (Cl. 41)	1/27/76
1,768,704	CAPITALS (Cl. 25)	5/4/93
1,785,618	WASHINGTON CAPITALS & Design	8/3/93
2,239,103	CAPITALS & Design (Cl. 41)	4/13/99
2,240,908	CAPITALS & Design (Cl. 25)	4/20/99
2,200,047	Eagle Design (Cl. 41)	10/27/98
2,236,947	Eagle Design (Cl. 25)	4/6/99
2,228,631	Eagle Design (Cl. 25)	3/2/99
1,801,150	Miscellaneous Design (Cl. 41)	10/26/93
1,821,325	BETWEEN THE LINES (Cl. 16)	2/15/94
1,821,324	BETWEEN THE LINES & Design (Cl. 16)	2/15/94

SCHEDULE 2

2. U.S. Trademark Applications

<u>Application No.</u>	<u>Mark</u>	<u>Application Date</u>
75/400,831	CAPITAL STREETERS	12/5/97

SCHEDULE 3

3. International Trademark Registrations and Applications

Registration or
Application No.

Mark

Registration or
Application Date

NONE