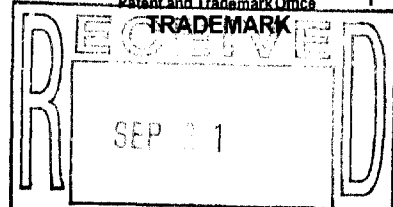


09-22-1999



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9-21-99

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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Tampa Bay Lightning, Limited Liability Company

Execution Date
Month Day Year
06281999

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other limited liability company

Citizenship/State of Incorporation/Organization Florida

Receiving Party

Mark if additional names of receiving parties attached

Name Center Ice, L.L.C.

DBA/AKA/TA

Composed of

Address (line 1) Two Championship Drive

Address (line 2)

Address (line 3) Auburn Hills

Michigan

48326

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other limited liability company

Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

09/22/1999 DNGUYEN 00000019 1855230

01 FC:481 40.00 OP
02 FC:482 000-00-00
03 FC:998 5.00 OP

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

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)

Registration Number(s)

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<input type="text" value="1855230"/>	<input type="text" value="1867807"/>	<input type="text" value="1786266"/>
<input type="text" value="1779708"/>	<input type="text" value="1784874"/>	<input type="text" value="1843893"/>
<input type="text" value="1793260"/>	<input type="text" value="1724684"/>	<input type="text" value="1827035"/>

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.

Susan M. Kornfield
Name of Person Signing

Susan M. Kornfield
Signature

Sept. 14, 1999
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/AK/A

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 - FEDERAL**(Tampa Bay Lightning, Limited Liability Company to Center Ice, L.L.C.)**

WHEREAS, Tampa Bay Lightning, Limited Liability Company, a Florida limited liability company (referred to herein as "Assignor"), having offices at 401 Channelside Drive, Tampa, Florida 37602, owns all common law rights in and to the following listed Trademarks, their respective Federal Trademark Registrations and the goodwill associated with said Trademarks:

<u>Trademark</u>		<u>Registration No.</u>	<u>Registration Date:</u>
TAMPA LIGHTNING and design	BAY	1,855,230	September 20, 1994
TAMPA LIGHTNING and design	BAY	1,867,807	December 13, 1994
LIGHTNING design	and	1,786,266	August 3, 1993
(Design only)		1,779,708	June 29, 1993
TAMPA LIGHTNING	BAY	1,784,874	July 27, 1993
(Design only)		1,843,893	July 5, 1994
LIGHTNING		1,793,260	September 14, 1993
TAMPA LIGHTNING	BAY	1,724,684	October 13, 1992
TAMPA LIGHTNING	BAY	1,827,035	March 15, 1994
STREET LIGHTNING		2,054,539	April 22, 1997

AND WHEREAS, Center Ice, L.L.C., a Delaware limited liability company (referred to herein as "Assignee"), having offices at Two Championship Drive, Auburn Hills, Michigan 48326, is desirous of acquiring the whole right, title, and interest in and to said Trademarks, the common law rights therein, the corresponding Federal Trademark Registrations and the goodwill associated with said Trademarks;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that said Assignor, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, and for other good and valuable consideration, the receipt of which is hereby acknowledged, has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over unto said Assignee, its successors and assigns, the whole right, title, and interest in and to the aforesaid Trademarks, common law rights and Trademark Registrations, together with the goodwill of the business of Assignor connected with the use of and symbolized by the aforesaid Trademarks in the United States and foreign countries.

AND, said Assignor does hereby assign to said Assignee any and all right to sue for any and all infringement of said Trademarks occurring prior to the date of this Assignment.

AND, the said Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and more particularly is proof of the right of Assignee or its nominee to claim the aforesaid Trademarks.

AND, the said Assignor, for the considerations aforesaid, does hereby covenant and agree to and with the said Assignee, its successors and assigns, that Assignor and its successors in interest, at Assignee's expense shall and will do all lawful acts and things, and make, execute, and deliver any and all other instruments in writing, and any and all further applications, papers, affidavits, assignments, and other documents, in the United States and all foreign countries, which may be reasonably required or necessary more effectively to secure to and vest in said Assignee, its successors or assigns, the whole right, title, and interest, in the United States and all foreign countries, in and to said Trademarks.

IN WITNESS WHEREOF, I, on behalf of the said Assignor, hereunto set my hand this 28th day of June, 1999.

Tampa Bay Lightning, Limited Liability Company

By: ALW Sports Management, Inc.,
a Florida corporation, as Manager

By: William R. McGehee, Jr.
William R. McGehee, Jr.
President

The foregoing instrument was acknowledged before me on June 28, 1999, by William R. McGehee, Jr., President, ALW Sports Management, Inc., as Manager, on behalf of Assignor.

Deborah Di Pasquale

Drafted by:
Robert L. Kelly
Dykema Gossett PLLC
1577 N. Woodward, Suite 300
Bloomfield Hills, Michigan 48304
(248) 203-0849

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TPA1 #948319 v2



Deborah Di Pasquale
MY COMMISSION # CC84478 EXPIRES
June 8, 2003
BONDED THROUGH TROY FARM INSURANCE, INC.