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U.S. Department of Commerce  
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TRADEMARK



2-20-01

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

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- New
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Document ID #
- Correction of PTO Error  
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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

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Name

DBA/AKA/TA

Composed of

Address (line 1)

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  - Other
- 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.)

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Mail documents to be recorded with required cover sheet(s) information to:  
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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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**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)**

**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.

Maria Liuzzo

Name of Person Signing

*Maria Liuzzo*

Signature

2/15/01

Date Signed

# CONTRIBUTION AGREEMENT

CONTRIBUTION AGREEMENT dated August 22, 2000 (the "Agreement"), by and among Meadowlanders, Inc., a Delaware corporation ("Meadowlanders"), Devils LLC, a Delaware limited liability company ("Devils"), and SC 2000, Inc., a Delaware corporation ("SC 2000").

## WITNESSETH:

WHEREAS, Meadowlanders wishes to contribute, transfer, convey and deliver to SC 2000, its wholly owned subsidiary, cash in the amount of One Hundred Seventy Six Thousand Dollars (\$176,000.00); and

WHEREAS, SC 2000 wishes to contribute, transfer, convey and deliver to Devils cash in the amount of One Hundred Seventy Six Thousand Dollars (\$176,000.00) in exchange for .1% of the Membership Interests and Devils wishes to receive the cash and to issue and sell .1% of the Membership Interests to SC 2000 upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Meadowlanders wishes to contribute, transfer, convey and deliver to Devils all of the Assets (as defined in Section 1.1(a)) and all of the Liabilities (as defined in Section 1.1(b)) of Meadowlanders in exchange for 99.9% of the issued and outstanding limited liability company membership interests of Devils (the "Membership Interests"), and Devils wishes to receive all such assets and assume and agrees to satisfy and perform all such Liabilities and to issue and sell the Membership Interests to the Meadowlanders upon the terms and subject to the conditions of this Agreement; and

WHEREAS, Meadowlanders wishes to contribute, transfer, convey and deliver to SC 2000 .9% of its Membership Interests and SC 2000 wishes to receive .9% of the Membership Interests upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

## SECTION I.

### TRANSFERS

The parties shall cause the transactions set forth below to occur in the following order and prior to the closing under the Stock Purchase Agreement, dated as of March 16, 2000, as amended, by and among Puck Holdings LLC, a Delaware limited liability company, Meadowlanders and the stockholders of Meadowlanders:

1.1 Transfer by Meadowlanders of Cash. At the Effective Time, Meadowlanders shall contribute, transfer, convey and deliver to SC 2000, its wholly owned subsidiary, cash in the amount of One Hundred Seventy Six Thousand Dollars (\$176,000.00) in exchange for Ten (10) shares of common stock of SC 2000.

1.2 Contribution of Assets and Assumption of Liabilities.

(a) Immediately following the transaction set forth in Section 1.1, Meadowlanders shall contribute, transfer, convey and deliver to Devils in exchange for 99.9% of the Membership Interests, and Devils shall acquire from Meadowlanders, all of the right, title and interest of Meadowlanders in and to all of the assets, properties, rights and business of Meadowlanders, except for (i) the cash transferred in Section 1.1 above and (ii) the shares of SC 2000 (collectively, the "Assets"), including, without limitation, the following:

(i) the National Hockey League franchise commonly known as the "New Jersey Devils";

(ii) all of Meadowlanders's interest in and claims and rights under contracts, agreements, leases, subleases, permits, licenses, agreements, understandings and arrangements (whether or not legally enforceable), written or oral, employee benefit plans, insurance policies, and other binding commitments, express or implied (collectively, the "Contracts");

(iii) all patents, licenses, trademarks, trade names, service marks, corporate names and other intellectual property rights; and

(iv) all other assets, properties, rights and business of every kind and nature owned or held by Meadowlanders, or in which Meadowlanders has an interest, known or unknown, fixed or unfixed, choate or inchoate, accrued, absolute, contingent or otherwise, whether or not specifically referred to in this Agreement.

(b) Assumption of Liabilities. Concurrently with the transaction set forth in Section 1.2(a) above, Devils shall assume and thereafter satisfy and perform all of the obligations and liabilities of Meadowlanders attributable to the Assets, whether or not specifically referred to in this Agreement arising out of acts or omissions by Meadowlanders prior to the date hereof (the "Liabilities"), including, without limitation, (a) all liabilities and obligations of Meadowlanders under any Contracts, (b) all accounts payable of Meadowlanders, (c) all liabilities and obligations of Meadowlanders under, in respect of, or arising out of, all actions, suits and claims or legal, administrative or arbitrate proceedings or investigations, pending or threatened, and under all orders, judgments, injunctions, consents and decrees of any agency, division or subdivision of the government of the United States or any state, city, municipality, county or town thereof or of any foreign jurisdiction and (d) all liabilities and obligations of

Meadowlanders for taxes related to the Assets.

**1.3 Transfer by SC 2000 of Cash and Membership Interests.**

Concurrently with the transactions set forth in Section 1.2, SC 2000 shall contribute, transfer, convey and deliver to Devils cash in the amount of One Hundred Seventy Six Thousand Dollars (\$176,000.00) in exchange for .1% of the Membership Interests and Devils shall receive the cash and issue and sell .1% of the Membership Interests to SC 2000.

**1.4 Transfer by Meadowlanders of Membership Interests.**

Immediately following the transactions set forth in Sections 1.1, 1.2, and 1.3, Meadowlanders shall contribute, transfer, convey and deliver to SC 2000, its wholly owned subsidiary, .9% of its Membership Interests.

**1.5 Effective Time of Transaction.**

The transaction contemplated by Section 1.1 of this Agreement shall be deemed effective immediately upon the later to occur of (i) the receipt by the parties of the consent of the National Hockey League to the consummation of the transactions contemplated hereunder and (ii) such time as may be agreed to by the parties. The time at which the transaction contemplated by Section 1.1 of this Agreement shall be deemed effective under this Section 1.5 is referred to herein as the "Effective Time".

**SECTION II.**

**MISCELLANEOUS**

**2.1 Entire Agreement.**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements and understandings, both written and oral, with respect thereto.

**2.2 Waivers and Amendments; Remedies.**

This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

**2.3 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State without regard to conflicts of law

principles thereof.

2.4 Binding Effect. No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and legal representatives.

2.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2.6 Severability. In the event that any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable, the remaining portion of such provision and the remaining provisions of this Agreement shall not be affected thereby.

2.7 Further Assurances. Each party shall, at the request of any other, execute, acknowledge and deliver whatever additional instruments, and do such other acts as may be reasonably required to accomplish and carry forward the purposes and intent of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MEADOWLANDERS, INC.

By: *Louis A. Lamoriello*  
Name: Louis A. Lamoriello  
Title: President

DEVILS LLC

By: *Michael T. Mufflon*  
Name: Michael Gilfillan  
Title: Vice President

SC 2000, INC.

By: *Louis A. Lamoriello*  
Name: Louis A. Lamoriello  
Title: President