

07-30-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Chandar Sports Nevada, LLC
7-24-03
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other: A Delaware Limited Liability Company
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Flying Chandar Sports, LLC
Internal Address:
Street Address: 1455 Frazee Road, Ninth Floor
City: San Diego State: California Zip: 92108
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other: A Delaware Limited Liability Company
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 Merger
Security Agreement Change of Name
Other: Capital Contribution and Conveyance Agreement
Execution Date: May 16, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/479,890 LAS VEGAS WRANGLERS & Design
B. Trademark Registration No.(s)
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jesse A. Hirshman, Esq.
Internal Address: Kirkpatrick & Lockhart LLP
Henry W. Oliver Building
Street Address: 535 Smithfield Street
City: Pittsburgh State: Pennsylvania Zip: 15222

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$40.00
Enclosed
Any additional fees necessary are authorized to be charged to the deposit account
8. Deposit account number: 11-1110
(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.
Jesse A. Hirshman
Name of Person Signing
Signature
Date July 24, 2003

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

6

Capital Contribution And Conveyance Agreement

This Capital Contribution and Conveyance Agreement ("Conveyance Agreement") is made and entered by and between Chandar Sports Nevada, LLC, a Delaware limited liability company ("Chandar") and Flying Chandar Sports, LLC, a Delaware limited liability company ("FCS") with the intent that it be effective as of May 16, 2003 ("Effective Date") and in light of the following facts and circumstances:

- A. Chandar formed FCS by causing its certificate of organization to be filed with the Secretary of State of Delaware on February 25, 2003.
- B. Chandar holds a franchise from the West Coast Hockey League ("WCHL") for a hockey team located in Las Vegas, Nevada and an application to the East Coast Hockey League ("ECHL") for a franchise for a team to be located in Las Vegas, Nevada. The ECHL has confirmed that all of the current WCHL teams, including Chandar's team (the "Team"), are being admitted to the ECHL as of June 1, 2003. After June 1, 2003, the WCHL will dissolve.
- C. Chandar has made and entered into that certain License Agreement dated as of [redacted] with COAST HOTELS AND CASINOS, INC., a Nevada corporation, for the use of the Orleans Arena for playing professional hockey games with the Team as part of the WCHL or the ECHL as its successor (the "License Agreement").
- D. Chandar has intangible property rights related to the Team ("Team Intangible Property"), which Team Intangible Property consists of all rights to the name and trademark "Las Vegas Wranglers", including the intent to use trademark application No. 76/479,890 filed with the PTO on January 2, 2003, and all goodwill associated with the Team and the trademark.
- E. Chandar's franchises for its Team in the WCHL and ECHL, the License Agreement, its Team Intangible Property, and all other Chandar property and Chandar property rights that are used in or are associated with the Team or the operation of the Team constitute "Team Assets."
- F. In exchange for 100% of the membership interests of FCS, Chandar wishes to make a capital contribution of the Team Assets to FCS.

NOW, THEREFORE, in consideration of these premises, and in consideration of the mutual promises and covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Chandar and FCS do hereby agree as follows:

1. **Capital Contribution of Chandar.**
Chandar does hereby transfer, convey and contribute the Team Assets to FCS as of the Effective Date.

Chandar Nevada Capital Contribution to FCS 1

2. **Acceptance of Capital Contribution/Membership Interests.**

As of the Effective Date, FCS accepts the Team Assets as a capital contribution of Chandar and agrees to be bound by and to observe all of the terms and conditions of the WCHL, of the ECHL and of the License Agreement. As of the Effective Date, FCS acknowledges and agrees that Chandar holds 100% of the membership interests in FCS.

3.

4. **Additional Provisions.**

- (a) Governing Law. This Conveyance Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California applicable to agreements made and to be performed wholly within the State of California.
- (b) Amendments. This Conveyance Agreement may only be modified or amended by an instrument in writing duly executed and delivered by the parties or their duly authorized representatives.
- (c) Entire Agreement. The terms and conditions set forth herein constitute the complete and exclusive statement of the agreement between Chandar and FCS relating to the subject matter of this Conveyance Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Conveyance Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Conveyance Agreement.
- (d) No Third Party Beneficiaries. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto.

IN WITNESS WHEREOF, Chandar and FCS have executed and delivered this Conveyance Agreement with the intent that it be effective as of the Effective Date.

FCS

Flying Chandar Sports, LLC

By Chandar Sports Nevada, LLC, sole member

By 
Charles N. Davenport, Manager

CHANDAR

Chandar Sports Nevada, LLC



By _____
Charles N. Davenport, Manager