TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coyotes Hockey, LLC		05/13/2004	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	Fortress Credit Opportunities I LP
Street Address:	1251 Avenue of the Americas
Internal Address:	16th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	limited liability partnership: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2578136	COYOTES
Registration Number:	2661949	COYOTES
Registration Number:	2141400	
Registration Number:	2145206	
Registration Number:	2143353	
Registration Number:	2264279	
Registration Number:	2353145	COYOTES CYBER CLUB
Registration Number:	2114731	
Registration Number:	2109714	PHOENIX COYOTES
Registration Number:	2109713	PHOENIX COYOTES
Registration Number:	2424929	PHOENIX COYOTES
Registration Number:	2336503	REAL SPORT. REAL FANS.
Registration Number:	2232638	STREET COYOTES
Registration Number:	2380959	WHITEOUT

CH $465.00 2578136

Serial Number:	76538588	
Serial Number:	76538273	
Serial Number:	76538589	PHX
Serial Number:	76538279	PHX

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-981-3319

Email: mroberts@sidley.com

Correspondent Name: Elisabeth A. Evert, Esq.

Address Line 1: 717 North Harwood

Address Line 2: Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	46566-00016
NAME OF SUBMITTER:	Susan Roberts

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

by and between

COYOTES HOCKEY, LLC,
as Assignor

and

FORTRESS CREDIT OPPORTUNITIES I LP,
as Assignee

Dated as of May 13, 2004

TRADEMARK
REEL: 002850 FRAME: 0268

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of May 13, 2004 (this "Agreement"), is entered into by and between Coyotes Hockey, LLC, a Delaware limited liability company (the "Assignor"), and FORTRESS CREDIT OPPORTUNITIES I LP, a limited partnership organized under the laws of the State of Delaware (together with its successors and assigns in such capacity, the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of the date hereof, between the Assignor and the Assignee (the "Security Agreement").

PRELIMINARY STATEMENTS

1. Pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), between the Assignor and the Assignee, the Assignee has agreed to provide financing to the Assignor upon the terms and conditions set forth therein (the "Financing").

2. Pursuant to the Security Agreement, the Assignor is granting a security interest to the Assignee in certain collateral, including the Trademarks (as defined herein).

3. It is a condition to the Assignee making available the Financing that, among other things, the Assignor shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Assignee to enter into the Loan Agreement and to make available the Financing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest.

(a) Pursuant to Section 2(e) of the Security Agreement, as security for the prompt and complete payment and performance in full of the Obligations, the Assignor hereby assigns, pledges, and transfers to the Assignee a security interest in and continuing Lien on all of its right, title, and interest in, to, and under the Trademarks, in each case whether now owned or existing or hereafter acquired or arising, and wherever located.

(b) For purposes of this Agreement, "Trademarks" shall mean all of the Assignor's right, title, and interest in and to all United States and other trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof (including, without limitation, each trademark, trade name, trade dress, registration and application identified in Schedule 1 attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including, without limitation, damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law), and all other rights of any kind whatsoever of the Assignor accruing

thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark.

(c) Schedule 1 attached hereto contains a true, complete and accurate list of all of the Assignor's U.S., state and foreign Trademark registrations and applications.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Loan Agreement) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, in the other Loan Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

Section 2. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Assignor authorizes the Assignee, upon notice to the Assignor, to modify this Agreement in the name of and on behalf of the Assignor without obtaining the Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule 1, to add any right, title, or interest in any Trademark owned or subsequently acquired by the Assignor. The Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title, or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

Section 3. Termination of Agreement. When the Obligations have been indefeasibly paid and performed in full, this Agreement shall terminate and the Assignee, at the request and sole expense of the Assignor, will execute and deliver to the Assignor the proper instruments acknowledging termination of this Agreement and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Trademarks not theretofore disposed of, applied to, or released from the security interest created hereby and under the Security Agreement.

Section 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

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Section 5. **Counterparts.** This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Section 6. **Obligations of the Assignor.** The Assignor hereby agrees that its obligations hereunder and under each of the other Loan Documents will be performed strictly in accordance with the terms hereof or thereof, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Assignee with respect thereto. The obligations of the Assignor hereunder and under each other Loan Document shall be absolute, unconditional, present and continuing.

Section 7. **NHL Requirements.** It is acknowledged, understood and agreed that, notwithstanding anything in this document or any other Operative Document to the contrary, (a) the exercise by any Lender of remedies under any Operative Document will be made in accordance with the terms and provisions of the NHL Consent Agreement, the terms, conditions and provisions of which each of the parties to any Operative Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the NHL Consent Agreement and the terms of any Operative Document (including without limitation this document/agreement), the terms of the NHL Consent Agreement will control. All capitalized terms used in this Section (other than the term NHL Consent Agrement) are defined in the NHL Consent Agreement.

Section 8. **Confidentiality.** Except as required by Law, neither this Agreement, nor the other Loan Documents, nor their contents, nor the identity of the Lender, its limited partners, general partners, economic owners or any entity or individual that is an Affiliate of the Lender, nor the transactions contemplated by the Loan Documents, will be disclosed publicly or privately by the Borrower, except on a confidential basis to those individuals who are the Borrower's directors, officers, advisors, counsel and accountants, and to the NHL, in each case on a need-to-know basis, in connection with the transactions contemplated by the Loan Documents as a result of such persons being specifically involved in such transactions and then only on the condition that such matters may not, except as required by Law, be further disclosed. The Borrower shall keep and shall cause its Affiliates to keep confidential the identity of the Lender and any entity or individual that is affiliated with the Lender. No Person shall, except as required by Law, use the name of, or refer to Fortress Credit Opportunities I LP or any of its Affiliates in any correspondences, discussions, press releases, advertisements, or other disclosures (except any correspondences or discussions between the parties to the Loan Documents in connection with the transactions contemplated thereby) without the prior written consent of the Lender.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

COYOTES HOCKEY, LLC
("Assignor")

By: _____
Name:
Title:

FORTRESS CREDIT OPPORTUNITIES I LP
("Assignee")

By: FORTRESS CREDIT OPPORTUNITIES I GP LLC,
its general partner

By: _____
Name:
Title: CONSTANTINE DAKOLIAS
CHIEF [illegible]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

COYOTES HOCKEY, LLC
("Assignor")

By: _____
Name:
Title: BOB KAUFMAN
Senior Vice President

FORTRESS CREDIT OPPORTUNITIES I LP
("Assignee")

By: FORTRESS CREDIT OPPORTUNITIES I GP LLC,
its general partner

By: _____
Name:
Title:

Schedule 1
to Trademark Security Agreement

FEDERAL TRADEMARKS

Mark	Reg. No./ Serial No.	Date Reg./ Date Filed	Record Owner
COYOTES HEAD	76/538,588	08-19-03	Coyotes Hockey, LLC
COYOTES HEAD	76/538,273	08-19-03	Coyotes Hockey, LLC
PHX	76/538,589	08-19-03	Coyotes Hockey, LLC
PHX	76/538,279	08-19-03	Coyotes Hockey, LLC
COYOTES	2,578,136	06-11-02	Coyotes Hockey, LLC
COYOTES	2,661,949	12-17-02	Coyotes Hockey, LLC
COYOTE HEAD	2,141,400	03-03-98	Coyotes Hockey, LLC
COYOTE HEAD	2,145,206	03-17-98	Coyotes Hockey, LLC
COYOTE HOCKEY PLAYER	2,143,353	03-10-98	Coyotes Hockey, LLC
COYOTE HOCKEY PLAYER	2,264,279	07-27-99	Coyotes Hockey, LLC
COYOTES CYBER CLUB	2,353,145	05-30-00	Coyotes Hockey, LLC
CRESCENT MOON	2,114,731	11-18-97	Coyotes Hockey, LLC
PHOENIX COYOTES	2,109,714	10-28-97	Coyotes Hockey, LLC
PHOENIX COYOTES	2,109,713	10-28-97	Coyotes Hockey, LLC
PHOENIX COYOTES	2,424,929	10-28-99	Coyotes Hockey, LLC
REAL SPORT. REAL FANS.	2,336,503	03-28-00	Coyotes Hockey, LLC
STREET COYOTES	2,232,638	03-16-99	Coyotes Hockey, LLC
WHITEOUT	2,380,959	08-29-00	Coyotes Hockey, LLC

ARIZONA TRADEMARKS

Mark	File ID.	Date Reg./ Date Filed	Record Owner
HEAD OF GROWLING COYOTE-PHOENIX UNION COYOTES	30692	05-20-92	Coyotes Hockey, LLC
STYLIZED COYOTE WEARING HOCKEY UNIFORM AND HOLDING HOCKEY STICK ABOVE WORDS "PHOENIX COYOTES"	37546	04-26-96	Coyotes Hockey, LLC

ARIZONA TRADE NAMES

Mark	File ID.	Date Reg./ Date Filed	Record Owner
ARIZONA COYOTES HOCKEY CLUB	199588	09-29-98	Coyotes Hockey, LLC
PHOENIX COYOTES	157724	04-26-96	Coyotes Hockey, LLC
PHOENIX COYOTES HOCKEY	157725	04-26-96	Coyotes Hockey, LLC

CANADIAN TRADEMARKS

Mark	App. No./ Reg. No.	Date Reg./ Date Filed	Record Owner
ARIZONA COYOTES	1,106,665	6-18-01	Coyotes Hockey, LLC
COYOTES DESIGN (PHOENIX)	1,188,337	9-04-03	Coyotes Hockey, LLC
PHX DESIGN	1,188,340	9-04-03	Coyotes Hockey, LLC
COYOTE & DESIGN	TMA510,684	04-12-99	Coyotes Hockey, LLC
PHOENIX COYOTES	TMA511,208	04-28-99	Coyotes Hockey, LLC
COYOTES	TMA534,118	10-05-00	Coyotes Hockey, LLC
COYOTE HEAD DESIGN	TMA509,163	03-11-99	Coyotes Hockey, LLC
COYOTE WEAR	TMA350,446	01-27-89	Coyotes Hockey, LLC