

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

RE



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

Tab settings

102708116

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

1. Name of conveying party(ies):

Niagara Frontier Hockey Management Corp.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Patmos, Inc.

Internal Address: HSBC Arena

Street Address: One Seymour Knox III Plaza

City: Buffalo State: NY Zip: 14203

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 26, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(see attached)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alison Nunez

Internal Address: NHL Enterprises, L.P.

Street Address: 1251 Avenue of the Americas

City: New York State: NY Zip: 10020

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41):

\$315.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500205

(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.

Alison Nunez Name of Person Signing

Signature

September 24, 2003 Date









Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231









09/30/2003 LHMELLER 00000083 500205 2157377

01 FC:0521 40.00 DA 02 FC:0522 275.00 DA

BUFFALO SABRES U.S. TRADEMARK REGISTRATIONS – to be recorded

TRADEMARK	REGISTRATION NUMBER
 B & Sword Design	2,157,377
 B & Sword Design	2,102,241
	2,100,266
	2,080,092
	1,675,182
	920,397
	2,152,906
	2,206,022
SABRES	1,675,926
SABRES	920,398
SABRESTREET	2,025,545
FANS & FRIENDS	2,197,650

BUFFALO SABRES U.S. TRADEMARK REGISTRATIONS – to be recorded

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 Buffalo Head Design	2,100,266
 Buffalo Head Design	2,080,092
 Buffalo Head Design	1,675,182
 Buffalo Head Design	920,397
 Sword Design	2,152,906
 Sword Design	2,206,022
SABRES	1,675,926
SABRES	920,398
SABRESTREET	2,025,545
FANS & FRIENDS	2,197,650

PARTNERSHIP CHANGE

Document: GENERAL PARTNER INTEREST ASSIGMENT AND ASSUMPTION AGREEMENT

Dated: July 26, 2000

Niagara Frontier Hockey, L.P.

a New York corporation

Its General Partner: Niagara Frontier Hockey Management Corp.

a New York corporation

Member changed as follows:

From: Niagara Frontier Hockey Management Corp., a New York corporation

To: Patmos, Inc., a Delaware corporation

GENERAL PARTNER INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS GENERAL PARTNER INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), is dated and effective as of July 26, 2000 by and between Niagara Frontier Hockey Management Corporation as assignor of the General Partner Interests ("Assignor") and Patmos, Inc. ("Assignee"). Capitalized terms used but not defined in this Assignment have the meanings given to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor owns the General Partner Interests in Niagara Frontier Hockey, L.P., a Delaware limited partnership (the "Partnership") identified on Schedule 1 to this Assignment (the "Assignor's General Partner Interests").

WHEREAS, pursuant to that certain Purchase Agreement, dated as of May 22, 2000, to which Assignor and Assignee are parties (the "Purchase Agreement"), Assignor desires to sell, assign, transfer, convey and deliver to Assignee all of Assignor's rights, title and interests in, to and under the Assignor's General Partner Interests in accordance with the terms of the Purchase Agreement and this Assignment.

WHEREAS, pursuant to the Purchase Agreement, Assignee is willing to purchase and accept from Assignor all of the Assignor's rights, title and interests in, to and under the Assignor's General Partner Interests in accordance with the terms of the Purchase Agreement and this Assignment.

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

Section 1. Assignment by Assignor. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, free and clear of any liens, encumbrances and security interests of any kind or nature, all of Assignor's right, title and interest in, to and under the Assignor's General Partner Interests.

Section 2. Assumption by Assignee. Assignee hereby accepts all of Assignor's right, title and interest in, to and under Assignor's General Partner Interests and assumes the obligations and agrees to perform and comply with each of the terms and provisions of the Partnership Agreement of the Partnership relating to Assignee's ownership of the Assignor's General Partner Interests being conveyed hereby, to the extent both (a) arising, and (b) to be performed and complied with, on and after the date hereof.

Section 3. Withdrawal and Substitution of General Partner. Assignor shall withdraw as the "General Partner" of the Partnership and Assignee shall be admitted as the new "General Partner" (as defined in the Partnership Agreement) of the Partnership on the Closing Date. Effective as of the Closing, (i) Assignor and each of the Team Sellers (by executing and delivering the Purchase Agreement or a Joinder) hereby waives any and all preemptive rights and rights of first refusal which it may have with respect to the transactions contemplated by the Purchase Agreement and the other Transaction Documents, (ii) Assignor and each of the Team

Sellers (by executing and delivering the Purchase Agreement or a Joinder) hereby consents to the withdrawal of Assignor as the "General Partner" of the Partnership and consents to the substitution of Assignee as the "General Partner" of the Partnership, (iii) the Team Purchaser hereby consents to the substitution of Assignee as the "General Partner" of the Partnership and elects to continue the business of the Partnership, and (iv) Assignee hereby accepts and adopts the terms and provisions of the Partnership Agreement as the "General Partner".

Section 4. Reflection on Records of the Partnership. Each transfer of the Assignor's General Partner Interests shall be recorded and reflected in the ownership records of the Partnership.

Section 5 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, executors, personal representatives and assigns.

Section 6 Counterparts: Delivery and Effectiveness. This Assignment may be executed by the parties hereto in any number of separate identical counterparts, no one of which need be signed by all the parties hereto so long as each of the parties has signed at least one such identical counterpart. Each such identical counterpart, when signed and delivered by one or more of the parties hereto, shall constitute an original instrument, and all such counterparts shall constitute one and the same instrument.


Section 7 Governing Law. This Assignment, and all statements, conduct, claims, disputes or liabilities relating hereto or thereto (whether now existing or hereinafter arising, whether for breach of contract, tort or other theory of liability, and whether at law or in equity or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to conflict of laws principles.

Section 8 Jurisdiction. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of, under or in connection with this Assignment. Each party hereto (i) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver, and (ii) acknowledges that it and the other parties hereto have been induced to enter into this Assignment by, among other things, the mutual waivers and certifications contained in this Section 8. Each of the parties hereto (i) hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York, Erie County, or, if it has or can acquire jurisdiction, the United States District Court for the Western District of New York for purposes of any suit, action or other proceeding which relates to this Assignment (ii) to the extent permitted by applicable law, hereby waives and agrees not to assert by way of motion, as a defense or otherwise in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such courts; that such suit, action or proceeding is brought in an inconvenient forum; that the venue of such suit, action or proceeding is improper; or that this Assignment may not be enforced in or by such courts, and (iii) hereby agrees not to sue for, and hereby waives, any collateral review by any other court in another jurisdiction, which may be called upon to enforce the judgment of any of such courts, of the merits of any such suit, action

or proceeding or the jurisdiction of such courts. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

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

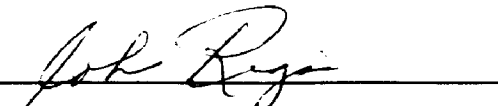
NIAGARA FRONTIER HOCKEY  
MANAGEMENT CORPORATION

By 

Name: Robert O. Swados

Title: Vice Chairman / Secretary

PATMOS, INC.

By 

Name: JOHN J. RIGAS

Title: PRESIDENT

**SCHEDULE 1  
TO  
GENERAL PARTNER INTEREST ASSIGNMENT AND ASSUMPTION AGREEMENT**

Assignor owns 28,264 Common Units of the Partnership.