Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Assignment and Contribution Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Concast Spectacor, L.P.		101/01/2003 I	LIMITED PARTNERSHIP: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Philadelphia Flyers, L.P.	
Composed Of:	COMPOSED OF Philadelphia Flyers, LLC	
Street Address:	3601 South Broad Street	
City:	Philadelphia	
State/Country:	PENNSYLVANIA	
Postal Code:	19148	
Entity Type:	LIMITED PARTNERSHIP: DELAWARE	

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	988127	FLYERS
Registration Number:	2336128	FLYERS SKATE ZONE
Registration Number:	2336127	FLYERS SKATE ZONE
Registration Number:	2015892	FLYERS STREET FLEET
Registration Number:	866983	Р
Registration Number:	1681277	Р
Registration Number:	866984	PHILADELPHIA FLYERS
Registration Number:	1736680	PHILADELPHIA FLYERS
Registration Number:	1812445	

CORRESPONDENCE DATA

Fax Number: (212)789-2727

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

Phone: (212)789-2057 Email: anunez@nhl.com

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Correspondent Name: Alison Nunez

Address Line 1: 1251 Avenue of the America

Address Line 2: NHL Enterprises, L.P.

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: FLYERS.ASSIGNMENT (9)

NAME OF SUBMITTER: Alison Nunez

Total Attachments: 2

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ASSIGNMENT AND CONTRIBUTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Comcast Spectacor, L.P., a Pennsylvania limited partnership (the "Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, transfer and assign to the Philadelphia Flyers, L.P., a Delaware limited partnership ("Assignee"), as a capital contribution in respect of which equity interests in Assignee are being issued to Assignor, all of Assignor's right, title and interest in and to all of the assets of Assignor which are used by, owned, held by, constitute a part of, or otherwise relate to the Philadelphia Flyers Hockey Club, a member of the National Hockey League (the "Flyers"), whether such assets are real, personal or mixed, and whether tangible, intangible or otherwise and, in each case, including all goodwill associated therewith. Without limiting the foregoing, the assets being assigned and contributed hereby by Assignor to Assignee shall include, but not be limited to, the following:

- (a) all equipment, in all of its forms, all parts thereof and all accessions thereto used by, constituting part of, or otherwise relating to the business or operations of the Flyers;
- (b) all inventory, in all of its forms, used by, constituting part of, or otherwise relating to the business or operations of the Flyers;
- (c) all accounts, contract rights, chattel paper, documents, instruments, general intangibles and other rights and obligations of any kind held or used by, constituting part of, or otherwise relating to the business or operations of the Flyers, and all rights in, to and under all agreements, leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, general intangibles or other obligations;
- (d) all agreements and contracts arising from or in connection with the business or operations of the Flyers, including, but not limited to, contracts between the National Hockey League and any radio station, television network, cable television network or any pay-for-view television entity by which Assignor is entitled to rights and/or benefits thereunder as a third party beneficiary;
- (e) any benefits and rights arising out of the lease agreement between Assignor and Spectrum Arena Limited Partnership pertaining to the Flyers, and arising out of any concession and vending agreements relating to the sale, licensing or marketing of hockey-related items, notions or novelties, including agreements with the National Hockey League by which Assignor is entitled to rights and/or benefits thereunder as a third party beneficiary;
- (f) all benefits and rights arising under advertising contracts between Assignor and any sponsor or advertiser relating to the sponsorship, advertising or signage of the Flyers, including agreements with the National Hockey League by which Assignor is entitled to rights and/or benefits thereunder as a third party beneficiary;
- (g) all employment contracts and rights thereunder pertaining to the coach of the Flyers, any player on the Flyers, any union, association, bargaining unit or other agent of one or

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more of such coach or players and, in each case, all rights of Assignor to receive monies due or that become due under each and any of the foregoing agreements and contracts;

- (h) any insurance policies covering the death or incapacity of players on the Flyers;
- (i) all deposit accounts held or used by, constituting part of, or otherwise relating to the business or operations of the Flyers;
- (j) all trademarks, trade names, trade secrets, business names, patents applications, licenses, copyrights, registrations and franchise rights, held or used by, constituting part of, or otherwise relating to the business or operations of the Flyers;
- (k) all business fixtures and other fixtures and storage and office facilities used by, constituting part of, or otherwise relating to the business or operations of the Flyers, and all accessions thereto and products thereof; and
- (1) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software used by, constituting part of, or otherwise relating to the business or operations of the Flyers.

In consideration of the aforesaid assignment and contribution, Assignee agrees to pay, perform and discharge each and every obligation of Assignor arising from and after the date hereof under each agreement, contract and instrument being assigned hereunder as if Assignee was an original signatory thereon as of the date hereof.

COMCAST SPECTACOR, L.P.

By Bryn Mawr Realty Corp., Its General Partner

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Title

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RECORDED: 06/14/2004

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