

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amalgamation Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MLG Holdings Limited		07/01/2003	CORPORATION: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Maple Leaf Sports & Entertainment Ltd.
<b>Street Address:</b>	40 Bay Street
<b>Internal Address:</b>	Suite 400
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5J 2X2
<b>Entity Type:</b>	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2767596	LEAFS
Registration Number:	2543050	LEAFS
Registration Number:	2651549	LEAFS
Registration Number:	2484983	MAPLE LEAFS
Registration Number:	2397769	MAPLE LEAFS
Registration Number:	2627666	TML
Registration Number:	2630672	TML
Registration Number:	2463321	TORONTO MAPLE LEAFS
Registration Number:	1379672	TORONTO MAPLE LEAFS
Registration Number:	1810086	TORONTO MAPLE LEAFS
Registration Number:	2499468	TORONTO MAPLE LEAFS
Registration Number:	1378509	TORONTO MAPLE LEAFS

**CORRESPONDENCE DATA**

**CH \$315.00 2767596**

Fax Number: (212)789-2727  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: anunez@nhl.com  
Correspondent Name: NHL Enterprises, LP  
Address Line 1: 1251 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	ASSIGNMENT.TORONTO
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**DOMESTIC REPRESENTATIVE**

Name: Thomas H. Prochnow  
Address Line 1: 1251 Avenue of the Americas  
Address Line 2: NHL Enterprises, LP  
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Alison Nunez
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**Total Attachments: 5**  
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**SCHEDULE "B"**  
**AMALGAMATION AGREEMENT**

**THIS AMALGAMATION AGREEMENT** made this 1st day of July, 2003.

**BETWEEN:**

**MAPLE LEAF SPORTS & ENTERTAINMENT LTD.**, a corporation  
amalgamated under the laws of the Province of Ontario,

(hereinafter called "MLSE")

**OF THE FIRST PART;**

- and -

**MLG HOLDINGS LIMITED**, a corporation incorporated under the laws of the  
Province of Ontario,

(hereinafter called "MLG")

**OF THE SECOND PART.**

**WHEREAS** the parties hereto are corporations to which the Business Corporations Act  
(Ontario) applies;

**AND WHEREAS** MLSE and MLG have agreed to amalgamate upon the terms and  
conditions hereinafter set forth;

**AND WHEREAS** it is desirable that the said amalgamation be effected;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** as follows:

1. In this agreement, the following terms shall have the following corresponding meanings:
  - (a) "Act" means the *Business Corporations Act* (Ontario) as amended or re-enacted  
from time to time and includes the regulations made pursuant thereto;
  - (b) "Amalgamating Corporations" means MLSE and MLG;
  - (c) "Amalgamation Agreement" or "Agreement" means this Amalgamation  
Agreement;
  - (d) "Corporation" means the corporation that continues as a result of the  
amalgamation of the Amalgamating Corporations herein provided for; and

- (e) "Director" means the Director appointed pursuant to the Act.
2. The Amalgamating Corporations hereby agree to amalgamate on the 1st day of July 2003.
  3. The name of the Corporation shall be Maple Leaf Sports & Entertainment Ltd.
  4. There shall be no restrictions on the business that the Corporation may carry on or on the powers that the Corporation may exercise.
  5. The registered office of the Corporation shall be in the City of Toronto.
  6. The address of the registered office shall be Suite 400, 40 Bay Street, Toronto, Ontario M5J 2X2.
  7. The authorized capital of the Corporation shall consist of an unlimited number of Class A Shares, an unlimited number of Class B Shares, an unlimited number of Class C Shares, and an unlimited number of Class D Shares.
  8. The rights, privileges, restrictions and conditions attaching to each class of shares of the Corporation shall be as set forth in Schedule "1" hereto.
  9. The issued and outstanding shares in the capital of each of the Amalgamating Corporations shall be changed into issued and outstanding shares in the capital of the Corporation as follows:
    - (a) the 55 Class 1 Common Shares in the capital of MLG shall be changed into 15,437,893 Class A Shares in the capital of the Corporation;
    - (b) the 31.25 Class 2 Common Shares in the capital of MLG shall be changed into 8,771,530 Class A Shares in the capital of the Corporation;
    - (c) the 28.5539 Class 3 Common Shares in the capital of MLG shall be changed into 8,014,771 Class A Shares in the capital of the Corporation;
    - (d) the 66.45 Class B Common Shares in the capital of MLSE shall be changed into 36,572,120 Class B Shares in the capital of the Corporation; and
    - (e) each of the Class A Common Shares in the capital of MLSE held by MLG shall be cancelled without any repayment of capital in respect thereof.
  10. The issued and outstanding warrants in the capital of MLSE held by MLG shall be cancelled.
  11. The stated capital of the Class A Shares of the Corporation being issued hereunder shall be equal to \$9,500,001.
  12. The stated capital of the Class B Shares of the Corporation being issued hereunder shall be equal to \$6,700,000.

13. After the filing of articles of amalgamation in respect of this Agreement and the issuance of a certificate of amalgamation in respect thereof, the shareholders of the Amalgamating Corporations, when requested by the Corporation, shall surrender the certificates representing the shares held by them in each of the Amalgamating Corporations. Subject to the provisions of the Act, the shareholders of the Amalgamating Corporations shall be entitled to receive certificates for shares of the Corporation in return for the certificates representing the shares held by them in the Amalgamating Corporations on the basis aforesaid.
14. Until otherwise changed in accordance with the Act, the minimum number of directors of the Corporation shall be one and the maximum number shall be twenty-one. The first directors of the Corporation shall be the persons whose name, address and residential Canadian status are as set out below:

Name of Director	Residence Address	Resident Canadian
Robert G. Bertram	6 Little Erica Way Aurora, Ontario L4G 6L4	Yes
Dean Metcalf	4 Faircrest Circle Toronto, Ontario M4B 2Y6	Yes
James Leech	51 Mathersfield Drive Toronto, Ontario M4W 3W4	Yes
Ivan Fecan	82 Chestnut Park Road Toronto, Ontario M4W 1W9	Yes
Lawrence M. Tanenbaum	6 Frybrook Road Toronto, Ontario M4V 3A6	Yes
Dale Lastman	176 Sandringham Drive Toronto, Ontario M3H 1E3	Yes
John MacIntyre	8 Wanless Crescent Toronto, Ontario M4N 3B7	Yes
Richard Peddie	52 Chestnut Park Road Toronto, Ontario M4W 1W8	Yes

15. The first directors shall hold office until the first annual meeting of the Corporation, or until their successors are elected or appointed. The subsequent directors shall be elected in accordance with the provisions of the Act. The affairs and business of the Corporation

shall be under the management of the board of directors of the Corporation from time to time, subject to the provisions of the Act.

16. The by-laws of the Corporation will not be those of one of the amalgamating corporations. A copy of the proposed by-laws may be examined at 40 Bay Street, Suite 400, Toronto, Ontario, M5J 2X2.
17. Unless otherwise provided in an unanimous shareholder agreement relating to the Corporation, the transfer of shares of the Corporation shall be restricted in that no shareholder shall be entitled to transfer any shares without either:
  - (a) the consent of the directors of the Corporation expressed by a resolution passed by the directors or by an instrument or instruments in writing signed by a majority of the directors, which consent may be given either prior or subsequent to the time of transfer of such shares; or
  - (b) the consent of the holders of a majority of the issued and outstanding shares of the Corporation, expressed by a resolution passed by such holders or by an instrument or instruments in writing by such holders, which consent may be given either prior or subsequent to the time of transfer of such shares.
18. Subject to the provisions of the Act, the following provisions shall apply to the Corporation:
  - (a) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation, were, while in that employment, and have continued after termination of that employment to be, shareholders of the Corporation, is limited to not more than fifty, two or more persons who are registered owners of one or more shares being counted as one shareholder.
  - (b) Any invitation to the public to subscribe for securities of the Corporation is prohibited.
  - (c) The holders of any fractional share issued by the Corporation shall be entitled to exercise voting rights and to receive dividends in respect of each such fractional share to the extent of such fraction.
  - (d) Without in any way limiting any powers of the Corporation, or of the directors, as set forth in the Act, the directors of the Corporation may, without authorization of the shareholders:
    - (i) borrow money upon the credit of the Corporation;
    - (ii) issue, reissue, sell or pledge debt obligations of the Corporation; and

- (iii) mortgage, hypothecate, pledge or otherwise create a security interest in a or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.
19. Upon each of the Amalgamating Corporations approving this Agreement by special resolution, the parties hereto shall jointly file, in duplicate, with the Director, articles of amalgamation for the purpose of bringing such amalgamation into effect.
20. At any time before the endorsement of a certificate of amalgamation by the Director, this Agreement may be terminated by the directors of either of the Amalgamating Corporations notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations.

IN WITNESS WHEREOF this Amalgamation Agreement has been duly executed by the parties hereto.

MAPLE LEAF SPORTS &  
ENTERTAINMENT LTD.

Per:   
C/1

MLG HOLDINGS LIMITED

Per:   
C/1