

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	07/09/2003		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Pensacola Professional Hockey Club, Inc.		07/09/2003	CORPORATION: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
Name:	Hockey Enterprises of Pensacola, LLC		
Doing Business As:	DBA Pensacola Ice Pilots		
Street Address:	201 East Gregory Street rear		
City:	Pensacola		
State/Country:	FLORIDA		
Postal Code:	32501		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2139707	ICE PILOTS PENSACOLA	
Registration Number:	2139709	C ICE PILOTS PENSACOLA	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(336)723-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(336)723-7200		
Email:	cotis@hendricklawfirm.com		
Correspondent Name:	Kenneth Otis		
Address Line 1:	723 Coliseum Drive		
Address Line 2:	Suite 101		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27106		
NAME OF SUBMITTER:	Kenneth Otis		

OP \$65.00 2139707

Signature:

/kenneth otis/

Date:

07/13/2006

**Total Attachments: 11**

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**TRANSFER AGREEMENT OF A  
CONTROLLING INTEREST  
IN A MEMBER  
(Revised June 6, 2003)**



This Transfer Agreement is submitted this 9<sup>th</sup> day of July, 2003, to the ECHL INC., a nonstock, nonprofit corporation incorporated in the Commonwealth of Virginia ("LEAGUE") and ECHL PROPERTIES, L.L.C., a limited liability company organized under the laws of North Carolina ("PROPERTIES") by Pensacola Professional Hockey Club, Inc. ("TRANSFEROR")  
(Name(s) of Each Owner Transferring Interest in Member)

and Hockey Enterprises of Pensacola, LLC ("PROPOSED TRANSFEREE")  
(Name(s) of Each Proposed (Owner of Member)

and Pensacola Professional Hockey Club, Inc. ("MEMBER"), this Agreement to bind the TRANSFEROR, the PROPOSED TRANSFEREE and the MEMBER (jointly and severally referred to herein as the "Parties") to the representations contained herein, but shall bind the LEAGUE only upon execution by the LEAGUE Commissioner ("Commissioner") after approval by a two-thirds (2/3) vote of the LEAGUE's Board of Governors ("Board").

**WITNESSETH:**

**WHEREAS**, the MEMBER is a member of the LEAGUE and of PROPERTIES; and

**WHEREAS**, TRANSFEROR owns either (1) the controlling interest in the MEMBER or (2) owns a minority interest in the MEMBER which, after the Proposed Transfer, will result in the PROPOSED TRANSFEREE owning a controlling interest in the MEMBER and the TRANSFEROR wishes to transfer such interest to the PROPOSED TRANSFEREE ("Proposed Transfer"); and

**WHEREAS**, PROPOSED TRANSFEREE is legally obligated to acquire the Proposed Transfer from the TRANSFEROR subject only to the approval by the Board of this Transfer Agreement; and

**WHEREAS**, the MEMBER consents to the Proposed Transfer; and

**WHEREAS**, the TRANSFEROR may transfer a controlling interest in a MEMBER by sale, assignment, or otherwise pursuant to the League Agreements only after a two-thirds (2/3) affirmative vote by the Board and execution of this Transfer Agreement by the Commissioner; and

**WHEREAS**, the PROPOSED TRANSFEREE hereby complies with and agrees to be bound by all the LEAGUE Bylaws and "League Agreements" as that term is defined in the LEAGUE Bylaws and further bound by the Operating Agreement of PROPERTIES; and

**WHEREAS**, the TRANSFEROR, the PROPOSED TRANSFEREE, and the MEMBER (collectively referred to as "Parties") agree to provide the LEAGUE with the information as required in Exhibit 1 attached hereto, and such additional information as may be deemed necessary by the Commissioner; and

**WHEREAS**, this information will be relied upon by the LEAGUE in its consideration of the Proposed Transfer; and

**WHEREAS**, the TRANSFEROR wishes to give a general release for any causes of action or claims of any kind or nature which the TRANSFEROR may have or allege against the LEAGUE;

**NOW, THEREFORE**, in exchange for the Board's consideration and approval of the Proposed Transfer, and other good and valuable consideration the receipt and efficiency of which is hereby acknowledged, do, for and on behalf of each of the TRANSFEROR and the PROPOSED TRANSFEREE and their Related Entities, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns hereby agree, as follows:

1. **TERMS OF PROPOSED TRANSFER.** This Agreement shall be executed by the TRANSFEROR, the PROPOSED TRANSFEREE and the MEMBER and shall bind each to the terms, representations, and warranties contained herein, but shall not bind the LEAGUE until the approval by a two-thirds (2/3) affirmative vote of the Board at any regularly scheduled meeting or special meeting called for the purpose of considering the Proposed Transfer and the execution hereof by the Commissioner. The Parties represent and warrant that all information contained herein, including the information contained in Exhibit 1 is true, complete, and accurate to the best of the knowledge of each of the Parties.

2. **RESPONSIBILITY FOR COSTS.** The Parties shall be jointly and severally responsible for, and each agrees to fully indemnify and to save and hold the LEAGUE harmless from, all costs incurred and associated with the Proposed Transfer, including, but not limited to: (1) expenses of the LEAGUE relating to the investigation of the Proposed Transfer or in reviewing any of the agreements between the Parties; (2) legal fees and costs incurred by the LEAGUE in the

investigation and approval or disapproval of this Transfer Agreement, including, but not limited to, legal fees and costs arising from litigation and/or arbitration involving the Proposed Transfer and the LEAGUE; and (3) all other costs incident to the LEAGUE's consideration of, or action upon, the Proposed Transfer. The Parties further acknowledge and agree that any disbursements by the LEAGUE and by PROPERTIES shall be made to the owners of record of the MEMBER as of the date of such disbursement by the LEAGUE. Therefore, the Parties must take into consideration this requirement by the LEAGUE as to whom disbursements of fees and income will be made as such policy may effect the amount of consideration paid for the Proposed Transfer.

3. **COSTS OF SPECIAL MEETING.** If the Parties request a Special Meeting of the Board to act upon the Proposed Transfer, the Parties shall be jointly and severally responsible for all costs incurred by the LEAGUE associated with such special meeting, including, but not limited to: travel of Board, LEAGUE staff and counsel to a Special Meeting called to review the Proposed Transfer or, at the sole discretion of the Commissioner, all costs of a teleconference call of the Board to consider and vote upon the Proposed Transfer.

4. **LEAGUE AGREEMENTS.** The Parties hereto shall be bound by and comply with all League Agreements, as well as PROPERTIES Operating Agreement and the Articles of Organization, all as may be amended from time to time.

5. **GUARANTY OF PROPOSED TRANSFEREE.** Upon approval of the Proposed Transfer by the Board, PROPOSED TRANSFEREE shall assume and absolutely guarantee all debts, liabilities, and obligations owed to the LEAGUE by TRANSFEROR and the MEMBER existing at the effective date of the Proposed Transfer.

6. **TRANSFEROR NOT RELEASED.** In no way limiting the PROPOSED TRANSFEREE's assumption and absolute guarantee of TRANSFEROR's and the MEMBER's debts, liabilities, and obligations to the LEAGUE, TRANSFEROR is not released from such debts, liabilities, and obligations owed to the LEAGUE by TRANSFEROR and the MEMBER existing at the effective date of the Proposed Transfer.

7. **INFORMATION.** The Parties shall provide whatever additional information the Commissioner deems necessary to the LEAGUE's consideration of the Proposed Transfer. The Parties understand that failure to provide any requested information may result in the dismissal of the Proposed Transfer.

8. **DISCLOSURE OF OWNERSHIP INTEREST.** PROPOSED TRANSFEREE shall disclose the ownership interests in the MEMBER which will exist in the event of approval of the Proposed Transfer by the LEAGUE. PROPOSED TRANSFEREE shall include, as applicable from time to time, the persons, entities (corporations, partnerships, etc.), subsidiaries, parent, affiliates, officers and directors, all stockholders, partners or principals of the entity, now or as proposed, with any ownership interest in the MEMBER, with disclosure required of the natural persons who own entities which in turn own an interest in the PROPOSED TRANSFEREE.

9. **TRANSFER FEE.** There is no Transfer Fee charged by the LEAGUE for consideration of this Transfer Agreement except as to those costs and expenses previously identified. However, if the Proposed Transfer is accompanied by an application of the TRANSFEROR for the transfer of the MEMBER to a different Home Territory, the PROPOSED TRANSFEREE must comply with Article 5 of the Bylaws and shall pay the transfer fee which shall be set by the Board. The Parties understand that a Proposed Transfer and a request to transfer the MEMBER's Home Territory are two separate, distinct transactions, each transaction governed by separate Articles of the Bylaws and requiring separate consideration by the Board. This Transfer Agreement does not effect Home Territory of the MEMBER and nothing herein obligates the LEAGUE to consider a transfer of the MEMBER's Home Territory.

10. **FURTHER ASSURANCES.** The Parties further assure the LEAGUE and warrant and represent to the LEAGUE that: (a) the Parties have the authority to execute this Transfer Agreement and to take all such further and additional action as may be necessary to complete the transactions described herein; (b) the Parties have complied with and adhered to, and will comply and adhere, to all League Agreements and PROPERTIES Agreements; (c) there are no agreements between the Parties which have not been disclosed to the LEAGUE; (d) all information provided to the LEAGUE is true and accurate to the best of the Parties' knowledge; and (e) the Parties will pay all fees due to the LEAGUE in connection with the Proposed Transfer as required by the LEAGUE upon the approval of the Proposed Transfer; and (f) the TRANSFEROR, PROPOSED TRANSFEREE and MEMBER by their execution hereof do hereby grant a general and complete release for any cause of action or claim of any kind or nature which the TRANSFEROR, PROPOSED TRANSFEREE, and MEMBER may have or allege against the LEAGUE.

11. **EFFECTIVE DATE OF TRANSFER.** Upon approval of the Proposed Transfer by the Board, the transfer of the ownership interest specifically designated on Exhibit 1 will be effective upon the execution of this Transfer Agreement by the Commissioner (the "effective date"). The PROPOSED TRANSFEREE shall immediately execute the LEAGUE Affiliation Agreement and the Operating Agreement of PROPERTIES, as well as such other LEAGUE Agreements and documents as may be requested by the Commissioner. Upon the effective date, the TRANSFEROR's interest in any and all funds, property, rights and interests in the LEAGUE shall cease and succeed to the interest of the PROPOSED TRANSFEREE.

12. **SUBMISSION OF AGREEMENT.** This completed Transfer Agreement shall be submitted in duplicate to the LEAGUE office at:

ECHL Inc.  
Brian McKenna, Commissioner  
103 Main Street  
Princeton, NJ 08540  
609-452-0770; 609-452-7147(f)

and to the General Counsel's office at:

Hendrick & Bryant, LLP  
T. Paul Hendrick, General Counsel  
723 Coliseum Drive, Suite 101  
Winston-Salem, NC 27106  
336-723-7200; (336) 723-7201

13. **INTERPRETATION OF THIS TRANSFER AGREEMENT.** This Transfer Agreement shall be interpreted in accordance with the League Agreements.


14. **GENERAL RELEASE BY THE TRANSFEROR AND RELATED ENTITIES OF THE LEAGUE.** The TRANSFEROR and all Related Entities hereby covenant and warrant to the LEAGUE that upon the approval of the Board of this Transfer Agreement, the Controlling Interest in the Member is irrevocably transferred to the PROPOSED TRANSFEREE. The TRANSFEROR and Related Entities hereby forever relinquish any claim or cause of action that either may have, or allege to have, against the LEAGUE and publish this General Release to and for the benefit of the LEAGUE and its Membership in consideration of the approval of this Transfer Agreement by the Board.

Submitted to the LEAGUE by the TRANSFEROR, PROPOSED TRANSFEREE and the MEMBER, each of which requests affirmative action by the Board and further requests the Commissioner execute this document subsequent to approval by the Board.

**TRANSFEROR:**

  
\_\_\_\_\_  
Charles Felix, as President of Pensacola Professional Hockey Club, Inc. (SEAL)

**PROPOSED TRANSFEREE:**

  
\_\_\_\_\_  
Tim Wynn, as Managing Member of Highways Enterprises of Pensacola, LLC (SEAL)

**MEMBER:**

  
\_\_\_\_\_  
Charles Felix, as President of Pensacola Professional Hockey Club, Inc.

By:   
\_\_\_\_\_  
Charles Felix, as Governor



TRANSFEROR:

STATE OF Florida COUNTY OF Escambia

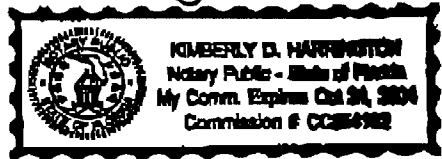
I, Kimberly D. Harrington, a Notary Public of Escambia County, Florida State, certify that Charles Felix TRANSFEROR, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 9<sup>th</sup> day of July 2003.

Kimberly D. Harrington  
Notary Public

My Commission Expires: 10/24/04

[AFFIX NOTARIAL STAMP / SEAL]



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PROPOSED TRANSFEREE:

STATE OF NEW JERSEY County of CAPE MAY

I, Joseph C. Gallagher, a Notary Public of CAPE MAY County, NEW JERSEY State, certify that TIM KEAR PROPOSED TRANSFEREE, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

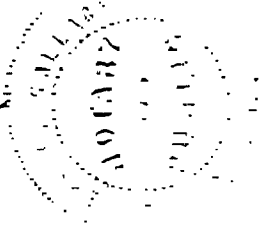
WITNESS my hand and official stamp or seal, this 10<sup>th</sup> day of July 2003.

Joseph C. Gallagher  
Notary Public

JOSEPH C. GALLAGHER  
NOTARY PUBLIC OF NEW JERSEY

My Commission Expires: My Commission Expires Aug. 18, 2004

[AFFIX NOTARIAL STAMP / SEAL]



Having received notice of the approval of the affirmative vote of the Executive Committee or the Board, the Commissioner affixes his signature to this Transfer Agreement on behalf of the LEAGUE and PROPERTIES on this the 4th day of June 2003, the effective date.

**LEAGUE:**

**ECHL INC.**

By:   
*Brian McKenna, Commissioner*

**PROPERTIES:**

**ECHL PROPERTIES, L.L.C.**

By:   
*Brian McKenna, Commissioner*

When executed by the Commissioner, this signature page shall be affixed to the Transfer Agreement of Controlling Interest in a Member dated 7 th day of July 2003.

JUL-09-2003 14:09

PENSACOLA ICE PILOTS

850 432 1929

TRANSFEROR:

STATE OF Florida - COUNTY OF Escambia

I, Kimberly D. Harrington, a Notary Public of Escambia County,  
Florida State, certify that Charles Felix

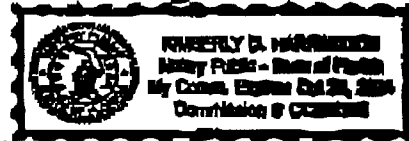
TRANSFEROR, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this 9th day of July,  
2003

Kimberly D. Harrington  
Notary Public

My Commission Expires: 10/24/04

[AFFIX NOTARIAL STAMP / SEAL]



PROPOSED TRANSFEREE:

STATE OF NEW JERSEY County of CAPE MAY

I, Joseph C. Gallagher, a Notary Public of CAPE MAY County,  
NEW JERSEY State, certify that TIM KERR

PROPOSED TRANSFEREE, personally appeared before me this day and acknowledged the execution of the foregoing instrument.

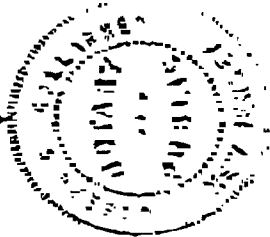
WITNESS my hand and official stamp or seal, this 10th day of July,  
2003

Joseph C. Gallagher  
Notary Public

JOSEPH C. GALLAGHER  
NOTARY PUBLIC OF NEW JERSEY

My Commission Expires: My Commission Expires Aug. 18, 2004

[AFFIX NOTARIAL STAMP / SEAL]



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Mark: PENSACOLA ICE PILOTS & Design

Serial No.: 78554004

Current applicant of Record: Hockey Enterprises of Pensacola, LLC

**Declaration of Greg Schuh**

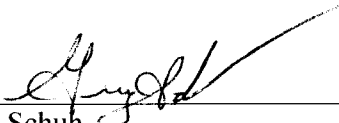
I, Greg Schuh, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and such willful false statements may jeopardize the validity of this application and in turn any registration to follow, declare as follows:

1. I am the Vice President of Henley Sports, Inc. This declaration is for purposes of explaining the chain of title for this trademark application and related trademark registrations.
2. I make this declaration upon personal knowledge, personal observations, and the review of business records.
3. Pensacola Professional Hockey Club, Inc., the current record owner of ICE PILOTS PENSACOLA & Design (registration nos. 2139707, 2139709), sold the entire interest, including attendant intellectual property rights and goodwill associated with the marks to Hockey Enterprises of Pensacola, LLC in or around July, 2003.
4. Hockey Enterprises of Pensacola, LLC, the current record applicant of the PENSACOLA ICE PILOTS & Design application, sold the entire interest, including attendant intellectual property rights and goodwill associated with the applied for mark and its interest in ICE PILOTS PENSACOLA & Design (registration nos. 2139707, 2139709) to Henley Sports, Inc. in or about October 14, 2005.

5. Henley Sports, Inc. is therefore the owner of the PENSACOLA ICE PILOTS & Design trademark registration application (serial no. 78554004) and the ICE PILOTS PENSACOLA & Design trademark registrations (registration nos. 2138707, 2139709).

6. All statements in this declaration made of my own knowledge are true, and all statements made on information and belief are believed to be true.

Date: May 2, 2006

  
\_\_\_\_\_  
Greg Schuh  
Vice President  
Henley Sports, Inc.