

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:	08/10/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hockey Enterprises of Pensacola, LLC		08/10/2005	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	Henley Sports, Inc.
Doing Business As:	DBA Pensacola Ice Pilots
Street Address:	6655 Northwest Dr
City:	Mississauga, Ontario
State/Country:	CANADA
Postal Code:	L4V 1L1
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78554004	PENSACOLA ICE PILOTS
Registration Number:	2139707	ICE PILOTS PENSACOLA
Registration Number:	2139709	C ICE PILOTS PENSACOLA

CORRESPONDENCE DATA

Fax Number: (336)723-7201
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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

OP \$90.00 78554004

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Kenneth Otis
Signature:	/kenneth otis/
Date:	07/13/2006

Total Attachments: 12

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**TRANSFER AGREEMENT OF A
CONTROLLING INTEREST
IN A MEMBER**

(Revised June 13, 2005)

This transfer agreement ("Transfer Agreement") is submitted this 10TH day of AUGUST, 2005, to 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 HOCKEY ENTERPRISES OF PENSACOLA, LLC ("Transferor"), HENLEY SPORTS INC. ("Proposed Transferee"), and PENSACOLA ICE PILOTS ("Member"), to bind the Transferor, the Proposed Transferee and the Member (collectively referred to herein as the "Parties") to the representations contained herein. This Transfer Agreement 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 has either (1) the controlling interest in the Member or (2) has a minority interest in the Member which, after the Proposed Transfer, will result in the Proposed Transferee having a controlling interest in the Member; and

WHEREAS, the Transferor wishes to transfer its interest, or a portion thereof, 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 execution thereof by the Commissioner; 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 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 the Commissioner's execution of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, their Related Entities, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns, and the League and Properties 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 dismissal 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: (1) travel of the Board, League staff, and counsel to a Special Meeting called to review the Proposed Transfer or (2) 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 MEMBERSHIP INTEREST.** Proposed Transferee shall disclose the entities that will have membership rights in the Member in the event that the League approves the Proposed Transfer. If an entity that will have membership rights in the Member is not a natural person, then it shall be disclosed who the interested parties of the entity or entities are until it is fully disclosed who the natural persons ultimately interested in the membership rights of the Member are. (E.g., if an LLC has 100% of the membership rights in the Member and that LLC is in turn owned 50% by an individual and 50% by an S-Corp and the S-Corp is owned equally by five individuals, then the Proposed Transferee must disclose that the LLC has 100% of the membership rights in the Member and that the LLC is owned 50% by an individual and 50% by an S-Corp, which S-Corp is owned 20% each by the five individuals.)

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 with each transaction being governed by separate Articles of the Bylaws and requiring separate consideration by the Board. This Transfer Agreement does not affect the Home Territory of the Member and nothing herein obligates the League to consider a transfer of the Member's Home Territory.

10. **DESIGNATION OF GOVERNOR.** The Member appoints the following individuals as Governor and as Alternate Governor to be effective upon approval and execution of this Transfer Agreement by the League:

Governor: MARIO FORGIONE
Business
Address: 6655 NORTHWEST DRIVE
MISSISSAUGA, ONTARIO, L4V 1L1
Telephone: (905) 673-2424
Facsimile: (905) 673-6738
E-mail: *forgione@depco-intl.com*

Alternate Governor: *Frank Milne - current alternate*
Business
Address:
Telephone: () -
Facsimile: () -
E-mail:

11. **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 with 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 or dismissal 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/or Member may have or allege against the League.

12. **EFFECTIVE DATE OF TRANSFER.** Upon approval of the Proposed Transfer by the Board, the transfer of the membership 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.

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

ECHL Inc.
Brian McKenna, Commissioner
116 Village Blvd., Suite 304
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

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

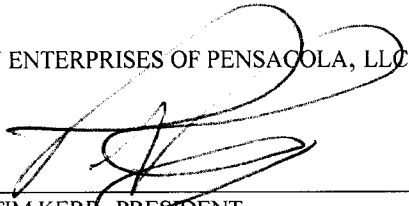
15. **GENERAL RELEASE BY THE TRANSFEROR AND RELATED ENTITIES OF THE LEAGUE.** The Transferor and all Related Entities hereby covenant and warrant to the League that upon the approval of the Board of this Transfer Agreement, the Controlling Interest in the Member is irrevocably transferred to the Proposed 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.

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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.

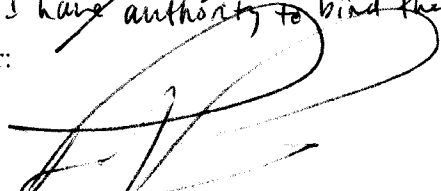
HOCKEY ENTERPRISES OF PENSACOLA, LLC: "Transferor"

By:  _____ (SEAL)
TIM KERR, PRESIDENT

HENLEY SPORTS INC.: "Proposed Transferee:"

By:  _____ (SEAL)
MARIO FORGIIONE, PRESIDENT & CEO

Member: *I have authority to bind the corporation*

By:  _____ (SEAL)
TIM KERR, GOVERNOR

Transferor:

STATE OF NEW JERSEY

COUNTY OF CAPE MAY

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

WITNESS my hand and official stamp or seal, this the 10th day of August, 2005.

Joseph C. Gallagher
Notary Public

My Commission Expires: August 18, 2009

[Affix Notarial Stamp/Seal]

Proposed Transferee:

PROVINCE
STATE OF ONTARIO

COUNTY OF CANADA

I, Jeff Friedman a Notary Public of Ontario County, Canada, certify that Mario Fargione, 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 9th day of August, 2005.

J.F.F.
Notary Public

My Commission Expires: N/A

[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 22 day of September, 2005, the "effective date".

League:

ECHL INC.

By: 
Brian McKenna, Commissioner

Properties:

ECHL Properties, L.L.C.

By: 
Brian McKenna, Commissioner

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.

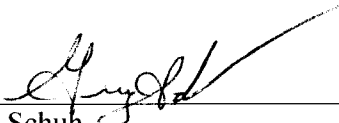
3. Pensacola Professional Hockey Club, Inc., the current record owner of ICE PILOTS PENSACOLA & Design (registration nos. 2139707, 2139709), sold the entire interest, including attendant intellectual property rights and goodwill associated with the marks to Hockey Enterprises of Pensacola, LLC in or 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.