

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution, Assignment, Assumption and Redemption Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Anaheim Ducks Hockey Club, LLC		07/01/2007	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Anaheim Sports Management, LLC
Street Address:	2695 East Katella Avenue
City:	Anaheim
State/Country:	CALIFORNIA
Postal Code:	92806
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	78801327	ANAHEIM DUCKS
Serial Number:	78801340	ANAHEIM DUCKS
Serial Number:	78911594	ANAHEIM DUCKS
Serial Number:	78911616	ANAHEIM DUCKS
Serial Number:	77174130	ANAHEIM DUCKS STREET
Registration Number:	2280906	DIE HARD DUCK
Registration Number:	1853330	
Registration Number:	1995936	
Registration Number:	1982909	
Registration Number:	1981508	
Registration Number:	1990290	
Registration Number:	1988945	
Registration Number:	1980078	
Registration Number:	1832796	

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Registration Number:	2995599	MD
Registration Number:	2940628	MD
Registration Number:	2576941	MIGHTY DUCKLING
Registration Number:	1857027	MIGHTY DUCKS
Registration Number:	1981507	MIGHTY DUCKS
Registration Number:	1995935	MIGHTY DUCKS
Registration Number:	1981506	MIGHTY DUCKS
Registration Number:	1995934	MIGHTY DUCKS
Registration Number:	1980079	MIGHTY DUCKS
Registration Number:	1995926	MIGHTY DUCKS
Registration Number:	2940627	MIGHTY DUCKS ANAHEIM
Registration Number:	2940626	MIGHTY DUCKS ANAHEIM
Registration Number:	2148213	MIGHTY DUCKS OF ANAHEIM
Registration Number:	2184560	MIGHTY DUCKS OF ANAHEIM
Registration Number:	3081184	
Registration Number:	2296835	MIGHTY DUCKS PINBALL SLAM
Registration Number:	2832232	MIGHTY PUCKLINGS
Registration Number:	1898159	THE DUCKS
Registration Number:	1883136	THE MIGHTY DUCKS
Registration Number:	1873313	THE MIGHTY DUCKS
Registration Number:	2922518	WILD WING
Registration Number:	2634441	DUCKS STREET PATROL

CORRESPONDENCE DATA

Fax Number: (212)789-2727
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127892000
Email: anunez@nhl.com
Correspondent Name: NHL Enterprises, L.P.
Address Line 1: 1185 Avenue of the Americas
Address Line 2: Attn: Alison Nunez
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	DUCKS.TRANSFER
NAME OF SUBMITTER:	Alison Nunez
Signature:	/Alison Nunez/

Date:

11/06/2007

Total Attachments: 5

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**CONTRIBUTION, ASSIGNMENT, ASSUMPTION AND
REDEMPTION AGREEMENT**

**Between Anaheim Ducks Hockey Club, LLC and
Anaheim Sports Management, LLC**

This CONTRIBUTION, ASSIGNMENT, ASSUMPTION AND REDEMPTION AGREEMENT (this "Agreement") is entered into as of July 1, 2007, by and between Anaheim Ducks Hockey Club, LLC, a California limited liability company ("ADHC"), and Anaheim Sports Management, LLC, a California limited liability company ("ASM"), with reference to the following facts and circumstances:

RECITALS

A. ADHC wishes to contribute to ASM the Contributed Assets (as defined below) and to transfer to ASM the Assumed Liabilities (as defined below), and ASM wishes to accept the Contributed Assets and to assume the Assumed Liabilities in accordance with the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained in this Agreement and for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. CONTRIBUTION OF ASSETS.

1.1 Contribution and Assignment. In accordance with the terms and subject to the conditions set forth in this Agreement, ADHC hereby assigns, transfers, conveys and delivers to ASM, as a contribution to the capital of ASM, all of ADHC's right, title and interest in, to and under all tangible and intangible assets of ADHC including, without limitation, (i) that certain limited partnership interest in NHL Enterprises Canada, L.P. owned by TWDC Canada, pursuant to that certain Limited Partnership Agreement of NHL Enterprises Canada, L.P. dated as of June 28, 1996; (ii) that certain equity interest in NHL Enterprises Canada, Inc., owned by TWDC Canada pursuant to that certain Common Shares Subscription and Unanimous Shareholders Agreement of NHL Enterprises Canada, Inc., dated as of June 28, 1996; (iii) any residual interest in that certain fund approved by the NHL Board of Governors on December 7, 1998; (iv) all agreements, arrangements, bonds, commitments, contracts, franchises, indemnities, leases, licenses, understandings or other instruments of any kind, whether oral or written; (v) all trade names, trademarks, service marks, copyrights, patents, trade secrets, URLs, domain names, databases, or other comparable intellectual property or proprietary rights, including any registrations or applications with any governmental entities pertaining thereto; (vi) all employment or independent contractor contracts including contracts with front office executives, players, coaches, managers, scouts, trainers and broadcasters; (vii) ADHC's membership in the National Hockey League including all rights and interests (subject to all liabilities and obligations) arising therefrom; (viii) ADHC's interest in all contracts between the National Hockey League and its affiliates on the one hand, and ADHC or its affiliates on the other, including that

certain (1) 1993 Modified NHL Plan of Sixth Expansion-Expansion Membership Agreement dated February 26, 1993 between the National Hockey League, Disney Sports Enterprises, Inc. and The Walt Disney Company and all exhibits thereto and agreements referred to therein, (2) License Agreement (United States) between ADHC (as successor in interest) together with the other Member Clubs) (as defined therein) and NHL Enterprises, L.P., dated December 16, 1996 and effective as of July 1, 1996, (3) License Agreement (Canada) between ADHC (as successor in interest) (together with the other Member Clubs) and NHL Enterprises, L.P., dated July 1, 1996, (4) Limited Partnership Agreement of NHL Enterprises, L.P. dated June 21, 1996, among NHL Enterprises, Inc. and ADHC (as successor interest) (together with the other Member Clubs), (5) Common Stock Subscription Card Stockholders Agreement dated June 21, 1996 and NHL Enterprises and ADHC (as successor in interest) (together with the other Member Clubs), and (6) License Agreement (International) between ADHC (as successor in interest) (together with the other Member Clubs) and NHL Enterprises, B.V., dated December 16, 1996 and effective as of July 1, 1996; (ix) any and all rights of ADHC arising out of the Collective Bargaining Agreement dated July 22, 2005 between the National Hockey League and the National Hockey League Players' Association; (x) all approvals, authorizations, consents, qualifications, registrations, licenses, permits, franchises, certificates of authority or orders necessary to the conduct of the business of ADHC; (xi) the letter agreement dated as of February 24, 1993 between ADHC (as successor in interest) and Anaheim Arena Management, LLC (as successor in interest) as amended, extended or otherwise modified; and (xii) all cash, credit, prepaid expenses and accounts receivable (collectively, the "Contributed Assets"):

1.2 Release and Acceptance. ADHC hereby releases and relinquishes any and all right, title and interest that it now has in, to or under the Contributed Assets, and ASM hereby accepts the Contributed Assets.

1.3 Third Party Consents. Notwithstanding anything to the contrary contained in this Agreement, and except as provided in the following sentence, (i) none of the Contributed Assets shall be transferred, or shall be deemed to be transferred, hereunder to the extent that any Consent required in connection with the transfer of such asset(s) is not obtained prior to the date hereof and (ii) to the extent that any such asset is not transferred as a result of the failure to obtain any such Consent prior to the date hereof, such asset shall not be, and shall not be deemed to be, a "Contributed Asset" hereunder. To the extent that any Consent required in connection with the transfer of any of the assets described in the preceding sentence is obtained after the date hereof, such asset shall be, and shall be deemed to be, transferred hereunder and shall be, and shall be deemed to be, a "Contributed Asset" hereunder.

2. ASSUMPTION OF LIABILITIES.

2.1 Assumption of Liabilities. ASM hereby assumes and agrees to perform and discharge when due the following liabilities, obligations and commitments of ADHC (collectively, the "Assumed Liabilities"):

2.1.1 Liabilities Related to Contributed Assets. Any and all liabilities, obligations and commitments of ADHC, whether absolute, contingent, accrued or otherwise, arising under or in connection with the Contributed Assets;

2.1.2 Accounts Payable. To the extent not covered by Section 2.1.1 above, all accounts payable on the balance sheet of ADHC as of the date hereof; and

2.1.3 Other. Any and all other liabilities of any type or nature.

3. REDEMPTION.

3.1 Assignment. ASM hereby sells, assigns and transfers to ADHC all of its right, title and interest in and to ADHC including, without limitation, one hundred (100) "Membership Interests" in ADHC.

4. MISCELLANEOUS.

4.1 Further Assurances. Each party agrees to execute such further instruments, writings, documents and agreements, including, without limitation, instruments of assignment and assumption, and to perform such other actions, that may be or may become necessary, desirable or expedient to effect and carry out the purposes of this Agreement.

4.2 Entire Agreement and Amendments. The provisions contained in this Agreement and in any documents delivered pursuant to this Agreement (including any schedules attached) constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede and replace any and all previous agreements between the parties, whether written or oral, with respect to such subject matter. No statement or inducement with respect to the subject matter of this Agreement by either party or by any agent or representative of either party that is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, supplemented or amended except by a written instrument duly executed by each of the parties hereto. Any such modifications, supplements or amendments shall not require additional consideration to be effective.

4.3 Effect of Headings. The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants or conditions of this Agreement in any manner.

4.4 Counterparts and Facsimile Signatures. This Agreement and any other agreement or document delivered pursuant to this Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Facsimile signatures to this Agreement and any other agreement or document delivered hereunder shall be effective.

4.5 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be deemed to confer any rights or benefits upon any person or entity other than the parties or to make or render any such other person a third party beneficiary of this Agreement.

4.6 Notices. Unless otherwise specified, all notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, or upon delivery when sent by express mail, courier or other recognized overnight mail or next day delivery service, charges prepaid, or three (3) business days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, or when sent by facsimile, with a confirmation copy sent by recognized overnight mail or next day delivery, charges prepaid, addressed as follows:

If to ADHC, addressed to:

2101 E. Coast Highway
Third Floor
Corona del Mar, CA 92625
Attention: Michael Schulman

If to ASM addressed to:

2101 E. Coast Highway
Third Floor
Corona del Mar, CA 92625
Attention: Michael Schulman

4.7 Waivers. No release, discharge or waiver of any provision of this Agreement shall be enforceable against or binding upon either party unless in writing and executed by a duly authorized officer of each of the parties. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

4.8 Severability. If any term or provision of this Agreement shall be found to be void or contrary to applicable law, such term or provision shall be deemed to be severable from the other terms and provisions of this Agreement, but only to the extent necessary to bring this Agreement within the requirements of such law, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term in this Agreement.

4.9 Governing Law. Except to the extent that certain matters may be governed by federal law, this Agreement shall be deemed to have been entered into in the

State of California and shall be interpreted and construed in accordance with the laws of the State of California applicable to agreements executed and to be performed therein by each party.

Entered into as of the date set forth above.

ANAHEIM DUCKS HOCKEY CLUB, LLC

By: Michael Schulman
Michael Schulman
Chief Executive Officer

ANAHEIM SPORTS MANAGEMENT, LLC

By: Michael Schulman
Michael Schulman
Manager