

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Center Ice, LLC		06/30/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Lightning Hockey LP
Street Address:	401 Channelside Drive
City:	Tampa Bay
State/Country:	FLORIDA
Postal Code:	33602
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1843893	
Registration Number:	1779708	
Registration Number:	1791986	KICK ICE.
Registration Number:	1810857	KICK ICE.
Registration Number:	1793260	LIGHTNING
Registration Number:	1855230	TAMPA BAY LIGHTNING
Registration Number:	1786266	LIGHTNING
Registration Number:	2054539	STREET LIGHTNING
Registration Number:	1827035	TAMPA BAY LIGHTNING
Registration Number:	1724684	TAMPA BAY LIGHTNING
Registration Number:	1867807	TAMPA BAY LIGHTNING
Registration Number:	1784874	TAMPA BAY LIGHTNING
Serial Number:	77265211	
Serial Number:	77265223	

CH \$415.00 1843893

Serial Number:	77265233	TAMPA BAY
Serial Number:	77265274	TAMPA BAY

CORRESPONDENCE DATA

Fax Number: (214)746-7777

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

Email: lucas.spivey@weil.com, phyllis.depaola@weil.com,
karen.joffrion@weil.com

Correspondent Name: WeilGotshal Manges, LLP c/o Lucas Spivey

Address Line 1: 200 Crescent Court, Suite 300

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	57201.0003
NAME OF SUBMITTER:	Lucas Spivey
Signature:	/Lucas Spivey/
Date:	09/02/2008

Total Attachments: 7

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment Agreement"), dated as of June 30, 2008 ("Effective Date"), is made by and between Center Ice, LLC, a Delaware limited liability company ("Assignor") and Lightning Hockey LP, a Delaware limited partnership ("Assignee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement, as defined below.

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Equity and Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 12, 2008, by and among OK Hockey LLC, a Delaware limited liability company ("OK Hockey"), and its permitted assignees (including, but not limited to, Assignee), Glass Palace, LLC, a Michigan limited liability company, Florida Sports Management, LLC, a Delaware limited liability company, and Assignor (collectively, the "Sellers"), which provides, among other things, for the sale and assignment by Sellers to OK Hockey (or one or more of OK Hockey's designees (including, but not limited to, Assignee)) of the Purchased Companies and Acquired Assets (including, but not limited to, Marks (as defined below)) free and clear of all Liens, other than Permitted Liens; and

WHEREAS, subject to the terms and conditions set forth in the Purchase Agreement, Assignor desires to sell, assign, convey, transfer and deliver, to Assignee and Assignee desires to assume, pay, perform, discharge and otherwise satisfy Assignor's right, title and interest in, to and under the Marks, in each case free and clear of all Liens, other than Permitted Liens.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignee and Assignor do hereby agree as follows:

1. Marks. "Marks" shall mean the trade names, trademarks, service marks, trade dresses, logos, designs and slogans, in word mark, stylized and/or design formats which are the subject of the registrations and pending applications identified on Schedule A hereto.
2. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and registrations for the Marks.
3. Further Assurances. Assignor shall take all actions and execute any documents reasonably necessary and reasonably requested by Assignee from time to time to fully vest or perfect in Assignee the right, title and interest in and to the Marks conveyed under Section 2. Such actions shall include, without limitation, executing and providing documents and information useful or necessary to prosecute any application to register any of the Marks, maintain any registration for any of the Marks, or pursue or defend any administrative, court, or other legal proceeding involving any of the Marks.

4. Successors and Assigns. This Assignment Agreement shall be binding solely upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts; Governing Law. This Assignment Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. This Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan.

6. Amendment. No amendment or modification of this Agreement shall be effective unless it is set forth in writing and signed by each of the parties hereto.

7. Enforceability. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[Signatures appear on the next page]


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be signed as of the Effective Date.

ASSIGNEE:

LIGHTNING HOCKEY LP

By: Lightning Hockey GP LLC,
its general partner

By: OK Hockey LLC,
its Manager

By: 
Name: Orca Koules
Title: Manager

By: _____
Name: Len Barrie
Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be signed as of the Effective Date.


ASSIGNEE:

LIGHTNING HOCKEY LP

By: Lightning Hockey GP LLC,
its general partner

By: OK Hockey LLC,
its Manager

By: _____
Name: Oren Koules
Title: Manager

By:  _____
Name: Len Barrie
Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be signed as of the Effective Date.

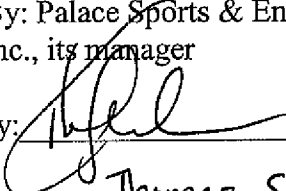
ASSIGNOR:

CENTER ICE, LLC

By: Florida Sports Management, LLC,
its manager

By: Glass Palace, LLC, its manager

By: Palace Sports & Entertainment,
Inc., its manager

By:  _____

Name: Thomas S. Wilson

Title: President

SCHEDULE A

MARKS

United States Trademarks

Mark	File Date	Appl. No.	Reg. Date	Reg. No.	Status	Classes
Design (Lightning Bolt)	4/22/1991	74/159,060	7/5/1994	1,843,893	Registered	41
Design (Lightning Bolt)	4/22/1991	74/159,097	6/29/1993	1,779,708	Registered	25
Kick Ice.	2/3/1993	74/355,025	9/7/1993	1,791,986	Registered	41
Kick Ice.	2/3/1993	74/355,024	12/14/1993	1,810,857	Registered	25
Lightning	3/22/1991	74/150,220	9/14/1993	1,793,260	Registered	41
TAMPA BAY LIGHTNING	10/16/1991	74/212,629	9/20/1994	1,855,230	Registered	25
Lightning & Design	4/22/1991	74/159,098	8/3/1993	1,786,266	Registered	41
Street Lightning	2/8/1996	75/054,910	4/22/1997	2,054,539	Registered	41
TAMPA BAY LIGHTNING	7/30/1990	74/083,088	3/15/1994	1,827,035	Registered	41
Tampa Bay Lightning	3/22/1991	74/150,213	10/13/1992	1,724,684	Registered	25
TAMPA BAY LIGHTNING and Design	4/22/1991	74/159,099	12/13/1994	1,867,807	Registered	41
Tampa Bay Lightning & Design	4/22/1991	74/159,096	7/27/1993	1,784,874	Registered	25
Lightning bolt across the state of Florida within a circle	8/27/2007	77/265,211			Application Filed	41
Lightning bolt across the state of Florida within a circle	8/27/2007	77/265,223			Application Filed	25
TAMPA BAY	8/27/2007	77/265,233			Application Filed	25
TAMPA BAY	8/27/2007	77/265,274			Application Filed	41

Canadian Trademarks

Mark	File Date	Appl. No.	Reg. Date	Reg. No.	Status
Design (Lightning Bolt)	5/22/1991	682607	7/7/1995	TMA444864	Registered
Design (Lightning Bolt)	5/22/1991	682606	10/22/1993	TMA418478	Registered
Lightning	5/23/1991	682498	12/17/1993	TMA420955	Registered
Lightning & Design	5/23/1991	682469	6/4/1993	TMA413077	Registered
Tampa Bay Lightning	1/23/1991	674466	12/24/1993	TMA421362	Registered
Tampa Bay Lightning	5/23/1991	682493	7/29/1994	TMA430889	Registered
Tampa Bay Lightning & Design	3/30/1994	751073	5/3/1996	TMA456959	Registered
Tampa Bay Lightning & Design	5/22/1991	682609	8/5/1994	TMA431364	Registered
Tampa Bay Lightning & Design	5/22/1991	682608	11/26/1993	TMA420004	Registered
Tampa Bay & Design	2/12/2001	1,092,407			Application Filed
Tampa Bay & Design	8/29/2007	1361651			Application Filed
Lightning Design	8/29/2007	1361655			Application Filed

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