

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Miracles On Ice, LLC		10/30/2009	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	USA Hockey, Inc.		
<b>Street Address:</b>	1775 Bob Johnson Drive		
<b>City:</b>	Colorado Springs		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80906		
<b>Entity Type:</b>	not for profit corporation: DISTRICT OF COLUMBIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77079755	MIRACLES ON ICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)607-3600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	303-607-3500		
<b>Email:</b>	trademarkdnvr@faegre.com		
<b>Correspondent Name:</b>	Leslie P. Kramer		
<b>Address Line 1:</b>	1700 Lincoln Street		
<b>Address Line 2:</b>	3200 Wells Fargo Center		
<b>Address Line 4:</b>	Denver, COLORADO 80203-4532		
<b>ATTORNEY DOCKET NUMBER:</b>	23181-386203		
<b>NAME OF SUBMITTER:</b>	Leslie P. Kramer		
<b>Signature:</b>	/Leslie P. Kramer/		

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Date:

12/30/2009

**Total Attachments: 6**

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## TRADEMARK AGREEMENT

THIS TRADEMARK AGREEMENT (this "Agreement") is made and entered into as of October 30, 2009 ("Effective Date") by and between USA Hockey, Inc., a District of Columbia not for profit corporation ("USAH"), whose address is 1775 Bob Johnson Drive, Colorado Springs, CO 80906, and Miracles on Ice, LLC ("MOI"), a Colorado limited liability company, whose address is 9 Waterside Terrace, Englewood, CO 80113.

WHEREAS USAH is the owner of the trademark MIRACLE ON ICE (the "MARK"), under common law and state and federal laws, for various goods and services, and has filed various applications for Federal Registration of the MARK, which applications are currently pending;

WHEREAS MOI has filed an application in the United States for the mark MIRACLES ON ICE, Appl. Serial No. 77/079755, for "Charitable services, namely, providing training in the field of ice hockey by means of a week-long hockey camp offered to underprivileged children" (the "Service mark"), and has used the Service mark in commerce since 2007 to identify these services;

WHEREAS, concurrently with the execution of this Agreement, USAH has sent a separate Miracles on Ice Camp Support letter ("Support Letter") to MOI agreeing to provide additional assistance and support in connection with MOI's activities;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties enter into the following trademark agreement:

1. *ASSIGNMENT OF SERVICE MARK AND COLLATERAL ITEMS*  
Subject to Paragraph 3 below, and in consideration of

MOI hereby irrevocably sells, conveys, assigns and transfers to USAH all of its right, title and interest in and to the Service mark, including, without limitation, Application Serial No. 77/079755, together with the goodwill of the business symbolized by the Service mark, all common law rights related to the Service mark, all rights of renewal and extension, and the right to recover for damages and profits for past, present and future infringements thereof. MOI represents and warrants to USAH that MOI has not, directly or indirectly, granted any third party a license to use or any other rights with respect to the Service mark.

2. *WEBSITE AND INTERNET ACTIVITY*

2.1 MOI will, within one hundred eighty (180) days from the Effective Date, change its primary website address ([www.miraclesonice.com](http://www.miraclesonice.com)) to [www.miraclesonicecamps.com](http://www.miraclesonicecamps.com), and assign its rights in the following domains to USAH (“Assigned Domains”) pursuant to a form of assignment provided by USAH:

[www.miraclesonice.com](http://www.miraclesonice.com),  
[www.miraclesonice.org](http://www.miraclesonice.org),  
[www.miraclesonice.net](http://www.miraclesonice.net),  
[miraclesonice-colorado.com](http://miraclesonice-colorado.com),  
[miraclesonice-colorado.net](http://miraclesonice-colorado.net),  
[coloradamiraclesonice.com](http://coloradamiraclesonice.com), and  
[coloradamiraclesonice.net](http://coloradamiraclesonice.net).

2.2 MOI will retain ownership of the following domains (“MOI domains”):

[miraclesonicecamps.com](http://miraclesonicecamps.com),  
[miraclesonicecamps.org](http://miraclesonicecamps.org), and  
[miraclesonicecamps.net](http://miraclesonicecamps.net).

2.3 USAH agrees that, prior to the assignment of domains to USAH as provided in Section 2.1, MOI may continue to operate such domains and may display hyperlinks to the domains identified in Section 2.2 so as to enable parties communicating with MOI during this transition period to familiarize themselves with MOI’s new domain address. Should USAH activate any of the Assigned Domains for the purposes of conducting charitable services offered to underprivileged or at-risk children by providing training in the field of ice hockey by means of hockey camps, including by redirect from such domains to another website, USAH agrees to display for six months from the time of activation, on the website ultimately reached from such domains, content of a type and location as the parties shall mutually agree that identifies MOI and furnishes a hyperlink to the domain [www.miraclesonicecamps.com](http://www.miraclesonicecamps.com). At and for such time as USAH displays and operates the hyperlink as described in the preceding sentence, MOI agrees to similarly display content on its primary website providing identification of USAH and a hyperlink to such domain as USAH shall designate. Further, if MOI should elect to sell the any of the MOI Domains to a third party, MOI agrees that it shall first notify USAH of such decision and USAH shall have a right of first refusal to purchase such MOI Domains on the same terms as offered to the third party, provided that such right shall expire unless USAH delivers written notice to MOI of its election to exercise such right prior to the expiration of thirty (30) from the date of delivery of such notice.

3. *GRANT OF LICENSE*

Subject to the provisions of Article 9 of this Agreement, USAH grants to MOI an exclusive, irrevocable, non-royalty bearing license to use the Service mark within in the State of Colorado solely for the purpose of conducting charitable services offered to underprivileged or at-risk children by providing training in the field of ice hockey by means of hockey camps conducted anywhere in the State of Colorado. MOI accepts the

license subject to the terms and conditions set forth in this Agreement. The license herein granted is not sublicensable, but shall be assignable or transferable in the case of a sale of stock or assets, or by merger or other business combination, in all cases of all or substantially all assets or stock of MOI (and not any partial disposition), or otherwise by prior written consent of USAH, which consent shall not be unreasonably withheld.

4. *OWNERSHIP OF MARKS*

MOI expressly acknowledges that, pursuant to execution of this Agreement, the MARK and the Service mark are valuable assets belonging to USAH and that all rights in and to the MARK and the Service mark are and will remain the sole and exclusive property of USAH subject only to the license granted herein. Nothing in this Agreement confers or reserves any right of ownership in the MARK or the Service mark in MOI. MOI acknowledges, and will not at any time contest, the validity or ownership of the MARK or the Service mark or the validity of the license granted herein. MOI acknowledges that all rights accruing from MOI's use of the Service mark, including without limitation any goodwill, inure to the benefit of USAH. To the extent any rights in and to the MARK or the Service mark or in the goodwill associated therewith are deemed to accrue to MOI, MOI hereby assigns any and all such rights and goodwill, at such time as they may be deemed to accrue, to USAH. MOI will execute and deliver to USAH upon USAH's reasonable advance written request, all documents that are necessary or desirable to secure or preserve USAH's rights in the MARK and the Service mark. USAH agrees to exercise all reasonable efforts to maintain in good standing any Federal Registration for the Service mark for conducting charitable services offered to underprivileged or at-risk children by providing training in the field of ice hockey by means of hockey camps. Further, if USAH should elect to sell the Service mark or any of the Assigned Domains to a third party, USAH agrees that it shall first notify MOI of such decision and MOI shall have a right of first refusal to purchase such assets on the same terms as offered to the third party, provided that such right shall expire unless MOI delivers written notice to USAH of its election to exercise such right prior to the expiration of thirty (30) from the date of delivery of such notice.

5. *QUALITY STANDARDS*

5.1 MOI agrees that the nature and quality of all services rendered in connection with the Service mark, and all related advertising, promotional, and other related uses of the Service mark by MOI, will be in a first-class manner and meet any such other reasonable quality standards as may be set by USAH and identified to MOI from time to time. MOI agrees to cooperate with USAH in meeting such standards, and will permit, upon reasonable advance written notice, inspection of MOI's operations in connection with its use of the Service mark, and will supply USAH with specimens of all uses of the Service mark upon reasonable advance written request. For purposes of clarification, USAH agrees that the current use of the Service mark in MOI Hockey Camps as of the Effective Date complies with the foregoing requirements of this Paragraph 5 in all respects.

5.2 Samples of use of the Service mark will also be sent to USAH from time to time during the term of this Agreement, as directed by USAH, but not more frequently

than once each calendar year, to: USA Hockey, Inc., 1775 Bob Johnson Drive, Colorado Springs, CO 80906, Attn: Director, Corporate Marketing. MOI will comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the sale, distribution and advertising of services covered by this Agreement.

6. *FORM OF USE*

MOI agrees to use the Service mark only in the form and manner and with appropriate legends as prescribed from time to time by USAH, and not to use any other trademark or service mark in combination with the Service mark without prior written approval of USAH. When using the Service mark under this Agreement, MOI undertakes to comply substantially with all laws pertaining to service marks and trademarks, including compliance with marking requirements.

7. *INFRINGEMENT PROCEEDINGS*

MOI agrees to notify USAH of any unauthorized use of the MARK and the Service mark by others promptly as it comes to MOI's attention. MOI will have the first opportunity to sue for infringement or unfair competition of the Service mark and to recover and retain any and all damages as it relates to MOI's authorized use of the Service mark pursuant to this Agreement. In the event that MOI does not desire to sue for infringement, it will promptly notify USAH and USAH thereafter will have the right to sue for infringement or unfair competition and retain all damages recovered therefrom. The party bringing the suit will be responsible for all of the costs of the suit.

8. *TERM*

The term of this Agreement will commence on the Effective Date (as defined below) and, unless sooner terminated pursuant to the terms of Section 9 hereof, will continue for an initial term of five (5) years and will automatically renew for additional consecutive terms of five (5) years each, unless MOI provides USAH written notice of non-renewal at least thirty (30) days prior to the end of the then-current term. This Agreement will terminate if MOI ceases uses of the Service mark for a period of three consecutive years.

9. *TERMINATION FOR CAUSE*

9.1 In the event of a material breach of this Agreement or the Support Letter by MOI, USAH has the right to immediately terminate the license granted by this Agreement at any time upon written notice to MOI without prejudice to any rights that USAH otherwise may have, whether in law, or in equity, or otherwise; provided that MOI will have ninety (90) days to cure any such breach to USAH's reasonable satisfaction. USAH will have the right to terminate this Agreement upon ninety (90) days' written notice to MOI in the event of any affirmative act of insolvency by MOI, or upon the appointment of any receiver or trustee to take possession of the properties of MOI, or upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of MOI. In addition, it is agreed and recognized that the nature of the business of USAH requires great public respect for and trust in the reputation and integrity of USAH; accordingly, it is further agreed that in the event of some unanticipated factor, development or event which, in USAH's reasonable opinion, causes

continued associate of USAH with MOI to have a materially adverse effect or reflection upon USAH, USAH shall promptly notify MOI of such determination, and MOI shall have ninety (90) days in which to undertake reasonable steps to address and cure such factors as are within its reasonable control, and a failure to do so shall constitute grounds for USAH to terminate the Agreement.

9.2 In the event of a material breach of this Agreement or the Support Letter by USAH, MOI has the right to immediately terminate the Agreement upon written notice to USAH without prejudice to any rights that MOI otherwise may have, whether in law, or in equity, or otherwise; provided that USAH will have ninety (90) days to cure any such breach to MOI's reasonable satisfaction. MOI will have the right to terminate this Agreement upon ninety (90) days' written notice to USAH in the event of any affirmative act of insolvency by USAH, or upon the appointment of any receiver or trustee to take possession of the properties of USAH, or upon the winding-up, sale, consolidation, merger or any sequestration by governmental authority of USAH.

10. *EFFECT OF TERMINATION*

Upon termination of this Agreement, MOI agrees to immediately discontinue all use of the Service mark and any term confusingly similar thereto, and to delete the same from its corporate or business name (including the name Miracles on Ice Camps), to cooperate with USAH or its appointed agent to apply to the appropriate authorities to cancel recording of this Agreement from all government records, to destroy all printed materials bearing the Service mark (except those retained for archival purposes only), and that all rights in the MARK and the Service mark and the goodwill connected therewith remain the property of USAH.

11. *LIABILITY; INDEMNIFICATION*

USAH will have no liability of any kind or nature with respect to the operations and activities of MOI. MOI agrees to hold harmless, release, defend and indemnify USAH and its parents, subsidiaries and affiliates, and their respective agents, employees,

representatives, assignees, successors, directors, officers, owners and volunteers from all liabilities, litigation and/or claims arising from or relating to MOI's operations and/or its activities.

11. *GENERAL PROVISIONS*

If any provision of this Agreement is unenforceable, it will be modified to the extent reasonably necessary to make the provision legal, valid and binding, and the remainder of this Agreement will remain enforceable to the full extent allowed by law. This Agreement, together with the Support Letter, sets forth the entire agreement between the parties with respect to the subject matter hereof, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. This Agreement may not be amended, modified, or terminated, in whole or in part, except by an instrument in writing duly executed by all of the parties hereto. In any proceeding or other attempt to enforce, construe or to determine the validity of this Agreement, the nonprevailing party will pay the reasonable expenses of the prevailing party, including, without limitation, reasonable attorneys' fees and costs. This Agreement will be binding upon the parties and their respective permitted successors and assigns. This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. Sole and exclusive jurisdiction and venue for any dispute concerning this Agreement will be in the federal or state courts located in City and County of Denver, Colorado. Each party submits to sole and exclusive personal jurisdiction in the State of Colorado for any such dispute and irrevocably waives any and all rights to object to such jurisdiction. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. One or more copies or counterparts of this Agreement may be executed and each such copy or counterpart will constitute a duplicate original hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as written below.

USA HOCKEY, INC.

By: 

Printed Name: DAVE O'REGAN

Title: Executive Director

Dated: 11-25-09

MIRACLES ON ICE, LLC

By: 

Printed Name: GARY S HOWARD

Title: VICE PRESIDENT / TREASURER

Dated: 12-03-09