

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Partnership Interest Purchase Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Naegele Sports, LLC		01/09/2008	LIMITED LIABILITY COMPANY: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wild GP Acquisition, LLC
<b>Street Address:</b>	317 Washington Street
<b>City:</b>	St. Paul
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55102
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>Name:</b>	Wild LP Acquisition, LLC
<b>Street Address:</b>	317 Washington Street
<b>City:</b>	St. Paul
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55102
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 37**

Property Type	Number	Word Mark
Registration Number:	2488712	
Registration Number:	2458374	
Serial Number:	77109607	BLOOD, SWEAT AND BEARDS
Registration Number:	3454703	FIGHT TO THE END
Registration Number:	3866083	HOCKEY DAY MINNESOTA
Registration Number:	3890995	IT'S IN OUR BLOOD
Registration Number:	2392892	MINNESOTA HOCKEY
Registration Number:	2808883	MINNESOTA WILD

**TRADEMARK**

**900179989**

**REEL: 004442 FRAME: 0436**

**CH \$940.00 2488712**

Registration Number:	2726265	MINNESOTA WILD
Registration Number:	2451238	MINNESOTA WILD
Registration Number:	2456465	MINNESOTA WILD
Registration Number:	2726145	MINNESOTA WILD
Registration Number:	2726148	MINNESOTA WILD
Registration Number:	2726147	MINNESOTA WILD
Registration Number:	2726149	MINNESOTA WILD
Registration Number:	2726142	MINNESOTA WILD
Registration Number:	2938415	MINNESOTA WILD
Registration Number:	2726143	MINNESOTA WILD
Registration Number:	2726141	MINNESOTA WILD
Registration Number:	2726146	MINNESOTA WILD
Registration Number:	2885500	MINNESOTA WILD
Registration Number:	2916841	MINNESOTA WILD
Registration Number:	2922393	MINNESOTA WILD
Registration Number:	2922392	MINNESOTA WILD
Serial Number:	77813908	MINNESOTA WILD
Serial Number:	77813912	MINNESOTA WILD
Registration Number:	3060539	MINNESOTA WILD
Registration Number:	2993534	MINNESOTA WILD
Registration Number:	2487996	MINNESOTA WILD
Registration Number:	2549162	THE HOCKEY LODGE
Registration Number:	2447139	STATE OF HOCKEY
Registration Number:	2597996	STATE OF HOCKEY
Registration Number:	2886754	WILD
Registration Number:	2481111	WILD
Registration Number:	2470194	WILD MINNESOTA
Registration Number:	2609730	WILD STREET
Registration Number:	1909347	WYLD

**CORRESPONDENCE DATA**

Fax Number: (212)789-2727

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

Phone: (212) 789-2000

Email: anunez@nhl.com

Correspondent Name: Alison Nunez

**TRADEMARK**  
**REEL: 004442 FRAME: 0437**

Address Line 1: 1185 Avenue of the Americas  
Address Line 2: NHL Enterprises, L.P.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	WILD.ASSIGNMENT
NAME OF SUBMITTER:	Alison Nunez
Signature:	/Alison Nunez/
Date:	12/29/2010

**Total Attachments: 7**

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***CONFIDENTIAL***

**PARTNERSHIP INTEREST  
PURCHASE AGREEMENT**

**January 9, 2008**

2099828v19

**TRADEMARK  
REEL: 004442 FRAME: 0439**

## PARTNERSHIP INTEREST PURCHASE AGREEMENT

This Partnership Interest Purchase Agreement (this "Agreement") is made as of January 9, 2008, by Wild GP Acquisition, LLC, a Delaware limited liability company ("GP Acquisition"), Wild LP Acquisition, LLC, a Delaware limited liability company ("LP Acquisition", and, collectively with GP Acquisition, the "Buyers"), Naegele Sports, LLC, a Minnesota limited liability company (the "General Partner"), and the limited partners of the Partnership whose names are set forth on the signature page below (the "Limited Partners"). The Limited Partners and the General Partner, collectively, shall be referred to herein as the "Sellers".

### RECITALS

**WHEREAS**, the General Partner owns the following: (a) 2% of the outstanding partnership interests of Minnesota Hockey Ventures Group, LP, d/b/a Minnesota Sports and Entertainment, a limited partnership formed under the laws of the State of Minnesota (the "Partnership"), and (b) 0.1% of the outstanding partnership interests in Minnesota Wild Hockey Club, L.P. ("Hockey Club"). The partnership interests owned by the General Partner in the Hockey Club and the Partnership are, collectively, the "GP Interests";

**WHEREAS**, as of the date hereof, the Limited Partners collectively own 98% of the outstanding partnership interests of the Partnership (collectively, the "LP Interests"); and

**WHEREAS**, Sellers desire to sell, and Buyers, collectively, desire to purchase all of the partnership interests, including both general and limited partnership interests, held by Sellers in the Partnership, which are collectively held by the Sellers, for the consideration and on the terms set forth in this Agreement, with (i) GP Acquisition purchasing the GP Interests from General Partner, and (ii) LP Acquisition acquiring the LP Interests from the Limited Partners hereunder and pursuant to the Exchange Agreement.

### AGREEMENT

**NOW, THEREFORE**, intending to be legally bound, the parties agree as follows:

Agreement, all persons who have Employment and Independent Contractor Contracts and all persons employed by the Acquired Companies who are not listed on Part 3.15(b)(ii) are employees at will, and (iii) Sellers have made available to Buyers true and correct copies of all of written Employment and Independent Contractor Contracts, including all amendments and supplements thereto as of the date hereof. Except as would not, or would not reasonably be expected to, result in a Material Adverse Event: (i) each Employment and Independent Contractor Contract to which an Acquired Company is a party is in full force and effect and a binding obligation of the parties thereto in accordance with its terms, (ii) no Acquired Company is in breach of or default under any Employment and Independent Contractor Contract to which it is a party, (iii) to the Knowledge of the Acquired Companies, no other party to any Employment and Independent Contractor Contract is in breach of or default under such Employment and Independent Contractor Contract, (iv) to the Knowledge of the Acquired Companies, none of the Acquired Companies has received any notice of termination, cancellation, breach or default under any Employment and Independent Contractor Contract, and (v) the Acquired Companies are not bound by any court, administrative agency, tribunal, commission or board Order, arbitration ruling, agreement or settlement relating to conditions of employment. Except as set forth on Part 3.15(b)(ii) of the Disclosure Schedule, no employee has the right under his or her Employment or Independent Contractor Contract to receive any change in control payment from the Acquired Companies in connection with the transaction contemplated hereby or to receive any severance payment as a result of the termination of his or her employment with the Acquired Companies. The Acquired Companies and the Employee Benefit Plans have properly classified individuals providing services to the Acquired Companies as independent contractors or employees, as the case may be.

(c) The Acquired Companies are in compliance and have complied with the Worker Adjustment and Retraining Notification ("WARN") Act, as well as any similar state or local law. In the past two (2) years, the Acquired Companies have not engaged in a "plant closing" or "mass layoff" or otherwise caused an "employment loss" sufficient in number to trigger the WARN Act (as all such terms are defined by the WARN Act).

### 3.16 INTELLECTUAL PROPERTY.

(a) Intellectual Property Assets. The term "Intellectual Property Assets" means:

(i) the names of the Acquired Companies and all fictional business names, trade names, trade dress, logos, domain names, registered and unregistered trademarks, service marks and applications owned by the Acquired Companies or used in the Business thereof and all goodwill associated with any of the foregoing;

(ii) all patents, patent applications and inventions and discoveries that may be patentable that are owned by or used in the Business of the Acquired Companies;

(iii) all copyrights in both published works and unpublished works and copyright registrations that are owned by or used in the Business of the Acquired Companies; and

(iv) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, plans, drawings and blue prints owned, used or licensed by the Acquired Companies as licensee or licensor.

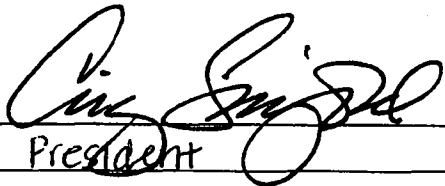
(b) Ownership; No Infringement. Part 3.16 of the Disclosure Schedule contains a complete and accurate list of all Intellectual Property Assets contained in 3.16(a)(i), (ii), or (iii) above owned or used in the Business of the Acquired Companies. One or more of the Acquired Companies is the owner or licensee of each of the Intellectual Property Assets, free and clear of all Encumbrances and, except as noted in Part 3.16 of the Disclosure Schedule, one or more of the Acquired Companies has (and has had at all times that such Intellectual Property Assets were in use) the right to use without payment to a third party all of the Intellectual Property Assets. No Claims are pending or, to the Knowledge of the Acquired Companies, Threatened, by any Person that any of the Acquired Companies is or was infringing or otherwise adversely affecting the rights of any Person with regard to any such Intellectual Property Assets. To the Knowledge of the Acquired Companies, no Person is infringing on the rights of the Acquired Companies with respect to any such Intellectual Property Assets.

3.17 BROKERS OR FINDERS. Sellers and their Representatives have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement, the Contemplated Transactions, or any other proposed sale or business combination related to the Acquired

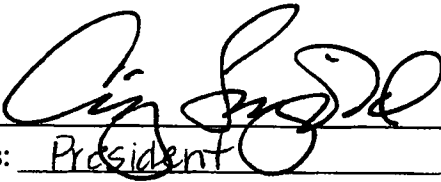
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Buyers:

**Wild GP Acquisition, LLC**

By   
Its: President

**Wild LP Acquisition, LLC**

By   
Its: President

Sellers:

**GENERAL PARTNER:**

**NAEGELE SPORTS, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LIMITED PARTNERS:**

\_\_\_\_\_  
Robert O. Naegele, Jr.

\_\_\_\_\_  
Glen D. Nelson, as Trustee of the Revocable  
Trust of Glen D. Nelson



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

Buyers:

**Wild GP Acquisition, LLC**

By \_\_\_\_\_  
Its: \_\_\_\_\_

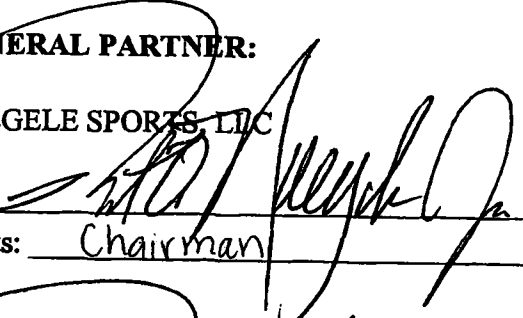
**Wild LP Acquisition, LLC**

By \_\_\_\_\_  
Its: \_\_\_\_\_

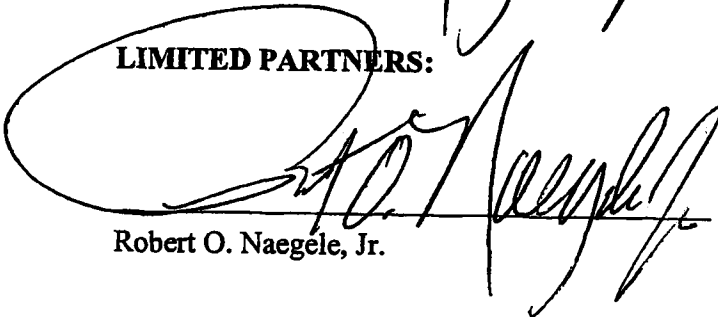
Sellers:

**GENERAL PARTNER:**

**NAEGELE SPORTS LLC**

By:   
Its: Chairman

**LIMITED PARTNERS:**

  
Robert O. Naegele, Jr.

\_\_\_\_\_  
Glen D. Nelson, as Trustee of the Revocable  
Trust of Glen D. Nelson

**CURRENT OWNER: Minnesota Wild Hockey Club, L.P.**

**Change in General Partner pursuant to attached Partnership Interest Purchase Agreement effective January 9, 2008 changes the general partner in Owner from Naegele Sports, LLC to Wild GP Acquisition, LLC.**

**OLD**

Minnesota Wild Hockey Club, L.P.  
a Minnesota limited partnership,  
the sole general partner of which was  
Naegele Sports, LLC **(old partner)**

**NEW**

Minnesota Wild Hockey Club, L.P.  
a Minnesota limited partnership,  
composed of its general partner Wild GP Acquisition, LLC, **(new partner)**  
a Delaware limited liability company, and  
Wild LP Acquisition, LLC  
a Delaware limited liability company