

## 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
CENTRAL HOCKEY LEAGUE, INC.		03/20/2013	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	WESTERN PROFESSIONAL HOCKEY LEAGUE, INC.		
Street Address:	6751 N. SUNSET BLVD., SUITE 200		
City:	GLENDALE		
State/Country:	ARIZONA		
Postal Code:	85305		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85582784	CHL	
Serial Number:	85582780	CHL2	
Serial Number:	85582786	IHL	
Registration Number:	4210126	CHL CENTRAL HOCKEY LEAGUE	
Registration Number:	4210125	THE CENTER OF HOCKEY	
Registration Number:	4210124	CHL TV	
Registration Number:	4201951	CHL	
CORRESPONDENCE DATA			
Fax Number:	2109787790		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	210-978-7700		
Email:	cwhiteipdocket@jw.com		
Correspondent Name:	Cline H. White		
Address Line 1:	112 E. Pecan, Suite 2400		

CH \$190.00 85582784

Address Line 4: San Antonio, TEXAS 78205

ATTORNEY DOCKET NUMBER:	130916.6 MHM1
NAME OF SUBMITTER:	Cline H. White
Signature:	/Cline H. White/
Date:	05/31/2013

Total Attachments: 8  
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## Sale and Assignment Agreement

Western Professional Hockey League, Inc., ("WPHL"), a Texas corporation with its principal place of business in Glendale, Arizona, and Central Hockey League, Inc. ("CHL"), an Oklahoma corporation with its principal place of business in Tulsa, Oklahoma, enter into this Sale and Assignment Agreement effective as of June 1, 2012, as follows:

### **1. Definitions**

- a. Central Hockey League – A minor professional hockey league operated jointly by CHL and WPHL pursuant to JOA, as defined herein.
- b. Copyrights – The entire, undivided rights in all works and items of authorship, without regard to territory or subject matter, now known or later discovered, forever, by way of non-limiting example, including, but not limited to, all right, title and interest in any and all intangible, moral, design, copyright, etc., rights; renewals; extensions; pre-existing and future causes of action; rights to reproduce; prepare derivative works; distribute copies by sale, transfer, rental, etc.; perform, display, receive income, recover for past infringement; and sue for infringement, all in any current or future media or use, whether or not currently contemplated.
- c. Intellectual Property Rights – Copyrights, Patent Rights, Trademark Rights, and Trade Secret Rights, along with any other proprietary or confidential rights arising under those or similar theories of intellectual property, including by way of non-limiting example the right to receive any royalties or the benefit of any contract arising under the same.
- d. JOA – The parties' "Joint Operating Agreement," executed July 19, 2001, attached hereto, for reference only, as Exhibit A, as may have been amended from time to time.

- e. Patent Rights – Any right, title, and interest in inventions, applications, patents, any continuations, continuations-in-part, divisionals, substitutions thereof, new applications, and issued patents claiming priority from an application or a patent; and all applications for intellectual property protection, including, by way of non-limiting example, all applications for patents, utility models, and designs or any other grants of rights which may hereafter be filed, obtained, or asserted for any inventions in the United States or any country or countries anywhere, together with the right to file such applications and the right to claim for the same priority rights derived from the application or the patent under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, any other international agreement, or the domestic laws of any country as may be applicable; and any causes of action related to the Application and Invention that may have accrued in CHL's favor.
- f. Trademark Rights – Trademarks, and all renewals or reissues thereof; and all applications for trademarks which may hereafter be filed in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from United States applications under the Trademark Laws of the United States or any international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; together with the goodwill of the business symbolized by the trademark and said applications to register said trademark; and any and all causes of action thereto that may have heretofore accrued in CHL's favor.
- g. Trade Secret Rights – Any specialized or particularized knowledge, and in particular knowledge providing a competitive advantage, to include by way of non-limiting example know-how, skill, methods, documentation of methods, recipes, formulas, formulations, customer lists, marketing plans and materials, business plans, business processes, industry contacts, suppliers, approved parts lists, and manufacturers.

**2. Terms**

The parties enter this Agreement for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged. The consideration includes by way of non-limiting example the mutual covenants and terms of this Agreement.

CHL hereby transfers and assigns to WPHL any and all of its rights to the following property and agrees to take the following actions in connection therewith:

(a) CHL assigns all of its Intellectual Property to WPHL according to the terms of Section 3 below, save and except only the rights to the name "Blazers" in the event CHL obtains a license to play in the Central Hockey League in Oklahoma City, OK, for which it shall pay a fee of Two Hundred Fifty Thousand Dollars (\$250,000.00) pursuant to a WPHL license agreement. ~~In the event WPHL enters into an agreement to grant a licensee other than CHL the right to play in the Central Hockey League in Oklahoma City, OK, CHL shall have thirty (30) days in which to exercise its rights herein by obtaining a lease acceptable to WPHL, executing a WPHL license agreement and paying WPHL a transfer fee of \$250,000.00. If CHL fails to meet these conditions, all rights retained by CHL under this subsection shall terminate.~~

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(b) CHL assigns to WPHL any contract CHL holds with any team that is a member of the Central Hockey League, including by way of non-limiting example the teams located in Wichita, KS and Tulsa, OK, and all rights thereunder including any current right to receive revenue from such teams, save and except only the obligations due to CHL and/or KH, LLC, with respect to its sale of the Wichita, KS, franchise. In connection with such assignment, WPHL agrees that it shall permit the Tulsa franchise to suspend operations pursuant to the terms of the then existing WPHL license agreement, which the Tulsa franchisee shall execute, but shall not be liable for any applicable fees for such suspension.

(c) CHL assigns to WPHL all remaining rights CHL holds under the JOA. WPHL shall take appropriate measures to preserve the integrity of the Workers Compensation program for a period of three (3) years and preserve for its intended use any "cash collateral" of the Tulsa and Wichita licensees held with respect to Workers Compensation coverage and claims.

Within thirty (30) days, CHL shall deliver to WPHL all outstanding stock of all goods and materials in CHL's possession bearing or embodying any former CHL Intellectual Property, including by way of non-limiting example tee shirts, caps, sweaters, sporting gear or goods, signs, pamphlets, promotional material, domain names, URL's and such other items as may be identified by WPHL.

(d) CHL agrees that within thirty (30) days of execution of this Agreement, it will execute all necessary documents to change its name from "Central Hockey League, Inc." to a name that is not confusingly similar to "Central Hockey League."

(e) WPHL shall use its best efforts to provide CHL with one seat on the board of directors of the Central Hockey League provided Tulsa is an operating member of the league and the WPHL retains ownership of the league.

The Property described in (a)-(d) above shall be collectively referred to herein as the "Assets." In consideration of the forgoing transfer of the Assets, WPHL agrees as follows:

(i) WPHL agrees to forgive and release CHL and any related entity from any further obligation for a balance of \$49,700.01 remaining from a previous transfer of the Wichita, KS hockey franchise.

(ii) WPHL agrees to forgive and release CHL and any related entity from any further obligation for any balance due relating to CHL's contractual obligations for any operating loss arising under the JOA, as modified, as of the date hereof.

(iii) On or before June 1, 2013, WPHL agrees to pay CHL in cash the additional sum of \$50,000.00. As security for such payment, WPHL agrees to escrow the sum of \$50,000.00, on or before ~~February 15~~ <sup>MARCH 8 WC</sup>, 2013, with a mutually agreeable escrow agent to be released on June 1, 2013, but only in the event the Tulsa licensee shall have no outstanding obligations to WPHL. In the event the Tulsa licensee owes WPHL any obligations as of June 1 2013, the amount owed to WPHL shall be paid from the escrow to WPHL and the balance paid to CHL.

### **3. Assignment**

CHL sells, assigns, transfers and sets over, unto WPHL, its successors, legal representatives and assigns, the entire right, title and interest in, to and under all Intellectual Property owned by CHL or that CHL is entitled to own or have assigned to it. CHL agrees to cooperate, at WPHL's expense, in executing any forms or documents or taking any other act necessary to perfect this transfer. For clarity, it is contemplated that upon the transfer of Intellectual Property under this Agreement, WPHL will own in gross all intangible property rights of any kind whatsoever previously owned by CHL, in all territories now known or later discovered without limitation to scope, subject matter, or value, and that CHL expressly agrees to assign and hereby does assign any rights in Intellectual Property, including rights that may be later defined by statute, regulation, judicial decision, or otherwise, provided however, CHL shall retain the rights to the name "Blazers" only in the event that CHL exercises its rights under Section 2(a) hereof to obtain a license from WPHL to operate a Central Hockey League team in Oklahoma City, OK.

### **4. Covenants and Authorizations**

CHL authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights, and any official of any country or countries foreign to the United States, whose duty it is to evaluate, issue, or otherwise formalize Intellectual Property rights, to issue the same to the WPHL, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.

CHL warrants that CHL is the sole author and owner of all Intellectual Property, no third party has any interest therein, and exercise of the rights transferred will not infringe any third party's rights. CHL has full right to convey the entire interest herein assigned, and has not executed, and will not execute, any agreement in conflict herewith.

### **5. Additional Terms**

All disputes between the parties shall be resolved by a court of competent jurisdiction sitting in Dallas Country, Texas, USA, where the parties irrevocably consent to personal jurisdiction and venue. To obtain certainty, this Agreement establishes sole and exclusive venue and jurisdiction for all disputes between the parties as stated above.

CHL expressly agrees to not contest the same, to submit to the same, and waive all objections to the same. An exception is that WPHL has the sole option to elect to proceed in whole or in part against CHL in any court of competent jurisdiction in the state in which CHL is located if WPHL decides that doing so will be a more expedient way for WPHL to resolve a dispute. WPHL proceeding in part in a court in CHL's state does not waive the venue and jurisdictional agreements herein concerning other parts of the dispute or other disputes. If CHL are held to have breached this Agreement, including a nominal breach or breach resulting in no economic harm, WPHL shall be entitled to recovery of all of WPHL's reasonable costs, expenses, and attorneys' fees incurred due to the dispute or to enforce this Agreement, including investigating the same. Recovery of other costs, expenses, and attorneys' fees, if any, shall be determined by applicable law. CHL's actual or threatened breach of any term of this Agreement will cause WPHL immediate, great, and irreparable injury without adequate remedy at law. CHL expressly agree that a prima facie or presumptive initial showing of an actual or threatened breach of this Agreement by CHL entitles WPHL, in addition to WPHL's other remedies and without waiving any of WPHL's rights and without a showing of actual damages, to a temporary or preliminary injunction restraining the violation upon posting a \$500 bond, and to a permanent injunction upon the actual or threatened breach being ultimately established.

Each covenant herein is independent. A party's breach of this Agreement, if any, does not provide a defense against the party's enforcement of this Agreement.

WPHL expressly does not assume any liabilities of CHL. However, WPHL shall indemnify and hold CHL harmless from any liability for general operating expenses under the JOA from June 1, 2012, forward.

Except for the rights and responsibilities provided herein, upon the consummation of this Agreement WPHL and CHL shall mutually release the other from any and all claims, known or unknown, that either may hold with respect to the JOA or any other agreement.



SIGNED on the dates shown below.

WESTERN PROFESSIONAL HOCKEY  
LEAGUE, INC.

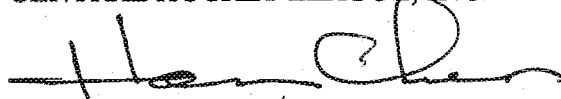
Dated: MARCH 20, 2013



Printed Name: RICK KOZBACK

CENTRAL HOCKEY LEAGUE, INC.

Dated: February 25, 2013



Printed Name: HORN CHEN

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WESTERN HOCKEY LEAGUE TRADEMARKS

APPLICATION/ REGISTRATION NO.	FILE/ISSUE DATE	TRADEMARK
App. No. 85/582,784	Filed March 28, 2012	CHIL
App. No. 85/582,780	Filed March 28, 2012	CHL2
App. No. 85/582,786	Filed March 28, 2012	IHL
Reg. No. 4,210,126	Issued September 18, 2012	CHL CENTRAL HOCKEY LEAGUE & DESIGN
Reg. No. 4,210,125	Issued September 18, 2012	THE CENTER OF HOCKEY
Reg. No. 4,210,124	Issued September 18, 2012	CHL TV
Reg. No. 4,201,951	Issued September 4, 2012	CHL & Design