

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COYOTES NEWCO, LLC		08/05/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	FORTESS CREDIT CO LLC
Street Address:	1345 Avenue of the Americas
Internal Address:	46th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3693760	
Registration Number:	3702820	
Registration Number:	2661949	COYOTES
Registration Number:	3900823	PHX
Registration Number:	2957730	
Registration Number:	2955445	PHX
Registration Number:	3007665	
Registration Number:	2578136	COYOTES
Registration Number:	2424929	PHOENIX COYOTES
Registration Number:	2380959	WHITEOUT
Registration Number:	2114731	
Registration Number:	2143353	
Registration Number:	2141400	

CH \$465.00 3693760

Registration Number:	2145206	
Registration Number:	2264279	
Registration Number:	2232638	STREET COYOTES
Registration Number:	2109714	PHOENIX COYOTES
Registration Number:	2109713	PHOENIX COYOTES

**CORRESPONDENCE DATA**

Fax Number: 2123101659  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212 626 4557  
Email: nyctrademarks@bakermckenzie.com  
Correspondent Name: Baker & McKenzie LLP  
Address Line 1: 452 Ffith Avenue  
Address Line 2: Lisa W. Rosaya  
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	92273350-003001
NAME OF SUBMITTER:	Lisa W. Rosaya
Signature:	/lwr/
Date:	08/05/2013

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 5, 2013 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by Coyotes Newco, LLC, a Delaware limited liability company located at 9400 W Maryland Ave, Glendale, AZ 85305 (the "Grantor") in favor of Fortress Credit Co LLC, a Delaware limited liability company located at 1345 Avenue of the Americas, 46th Floor, New York, NY 10105, as Administrative Agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

**WHEREAS**, the Grantor is party to a Security Agreement, dated as of August 5, 2013 (the "Security Agreement") among the Grantor, Administrative Agent and the other parties thereto pursuant to which the Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security. The Grantor hereby grants to the Administrative Agent, for the benefit of each of the Secured Parties, a security interest in all of the following tangible and intangible properties, assets and rights of the Grantor, wherever located, whether now owned or existing or hereafter acquired or arising (all of the same being hereunder called, collectively, the "Trademark Collateral"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all trademark registrations and applications for registration listed or required to be listed in Schedule A attached hereto, (ii) all extensions and renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation or impairment of any of the foregoing, (v) the right to receive all proceeds from any of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto, and (vi) all other rights, priorities and privileges relating to any of the foregoing arising throughout the world.

SECTION 3 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. NHL Requirements. It is acknowledged, understood and agreed that, notwithstanding anything in this document or any other Operative Document to the contrary, (a) the exercise by any Lender of remedies under any Operative Document will be made in accordance with the terms and provisions of the Lender Consent Agreement, the terms, conditions and provisions of which each of the parties to any Operative Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the Lender Consent Agreement and the terms of any Operative Document (including without limitation this document/agreement), the terms of the Lender Consent Agreement will control. All capitalized terms used in this Section 5 and not defined in this Section 5 are defined in that certain letter agreement, dated as of August 5, 2013 by and among the NHL, Fortress Credit Co LLC as lender, IceArizona AcquisitionCo, LLC and the other parties thereto, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time (the "Lender Consent Agreement"). For the avoidance of doubt, each Club Party acknowledges and agrees that nothing herein or in any other Operative Document shall give any Club Party an independent right to invoke or enforce any right or remedy set forth in the Lender Consent Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COYOTES NEWCO, LLC

By: 

Name: Anthony D. LeBlanc

Title: Manager

1250823\NYCDMS

Signature Page to Trademark Security Agreement (US)

TRADEMARK  
REEL: 005085 FRAME: 0408

Accepted and Agreed:  
FORTRESS CREDIT CO LLC,  
as Administrative Agent

By:   
Name: MARC K. FURSTEIN  
Title: CHIEF OPERATING OFFICER

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
1	Coyote Jumping (Design only)	77511584	6/30/2008	3693760	10/6/2009	Coyotes Newco, LLC
2	Coyote Jumping (Design only)	77511579	6/30/2008	3702820	10/27/2009	Coyotes Newco, LLC
3	Coyotes	76241556	4/16/2001	2661949	12/17/2002	Coyotes Newco, LLC
4	PHX and Design	76538589	8/19/2003	3,900,823	1/4/2011	Coyotes Newco, LLC
5	Coyote Head (Design only)	76538588	8/19/2003	2957730	5/31/2005	Coyotes Newco, LLC
6	PHX and Design	76538279	8/19/2003	2955445	5/24/2005	Coyotes Newco, LLC
7	Coyote Head (Design only)	76538273	8/19/2003	3007665	10/18/2005	Coyotes Newco, LLC
8	Coyotes	76241560	4/16/2001	2578136	6/11/2002	Coyotes Newco, LLC
9	Phoenix Coyotes	75834027	10/28/1999	2424929	1/30/2001	Coyotes Newco, LLC
10	Whiteout	75686862	4/19/1999	2380959	8/29/2000	Coyotes Newco, LLC
11	Crescent Moon (Design only)	75085000	4/8/1996	2114731	11/18/1997	Coyotes Newco, LLC
12	Coyote Hockey Player (Design only)	75108115	5/22/1996	2143353	3/10/1998	Coyotes Newco, LLC
13	Coyote Head	75079774	3/28/1996	2141400	3/3/1998	Coyotes Newco, LLC
14	Coyote Head	75077583	3/25/1996	2145206	3/18/1998	Coyotes Newco, LLC

	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
15	Coyote Hockey Player (Design only)	75391651	11/17/1997	2264279	7/27/1999	Coyotes Newco, LLC
16	Street Coyotes	75161959	10/6/1996	2232638	3/16/1999	Coyotes Newco, LLC
17	Phoenix Coyotes	75042569	1/12/1996	2109714	10/28/1997	Coyotes Newco, LLC
18	Phoenix Coyotes	75042567	1/12/1996	2109713	10/28/1997	Coyotes Newco, LLC