

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:	NATIONAL HOCKEY LEAGUE
Street Address:	1185 AVENUE OF THE AMERICAS
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	an unincorporated not-for-profit association organized under the laws of Canada: CANADA

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: 2126264557
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:	08/06/2013

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 NATIONAL HOCKEY LEAGUE, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Collateral Agent").

WHEREAS, the Grantor is party to a Security Agreement, dated as of August 5, 2013 (the "Security Agreement") among the Grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral 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 Collateral 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 Collateral Agent, for the benefit of the of the Secured Parties, a security interest in all of the following tangible and intangible properties, assets and rights of such 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 2.1 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 Collateral Agent for the Secured Parties pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. 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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - US]

Accepted and Agreed:
NATIONAL HOCKEY LEAGUE,
as Collateral Agent

By:



Name: David Zimmerman
Title: Executive Vice President, Chief
Legal Officer and General Counsel

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - US]

TRADEMARK
REEL: 005085 FRAME: 0527

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

FEDERAL TRADEMARKS

	<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Date Req.</u>	<u>Date Filed</u>	<u>Record Owner</u>
1	Coyote Jumping (Design only)	3693760	77511584	10/6/2009	6/30/2008	Coyotes Newco, LLC
2	Coyote Jumping (Design only)	3702820	77511579	10/27/2009	6/30/2008	Coyotes Newco, LLC
3	Coyotes	2661949	76241556	12/17/2002	4/16/2001	Coyotes Newco, LLC
4	PHX and Design	3900823	76538589	1/4/2011	8/19/2003	Coyotes Newco, LLC
5	Coyote Head (Design only)	2957730	76538588	5/31/2005	8/19/2003	Coyotes Newco, LLC
6	PHX and Design	2955445	76538279	5/24/2005	8/19/2003	Coyotes Newco, LLC
7	Coyote Head (Design only)	3007665	76538273	10/18/2005	8/19/2003	Coyotes Newco, LLC
8	Coyotes	2578136	76241560	6/11/2002	4/16/2001	Coyotes Newco, LLC
9	Phoenix Coyotes	2424929	75834027	1/30/2001	10/28/1999	Coyotes Newco, LLC
10	Whiteout	2380959	75686862	8/29/2000	4/19/1999	Coyotes Newco, LLC
11	Crescent Moon (Design only)	2114731	75085000	11/18/1997	4/8/1996	Coyotes Newco, LLC
12	Coyote Hockey Player (Design only)	2143353	75108115	3/10/1998	5/22/1996	Coyotes Newco, LLC
13	Coyote Head	2141400	75079774	3/3/1998	3/28/1996	Coyotes Newco, LLC
14	Coyote Head	2145206	75077583	3/17/1998	3/25/1996	Coyotes Newco, LLC
15	Coyote Hockey Player (Design only)	2264279	75391651	7/27/1999	11/17/1997	Coyotes Newco, LLC
16	Street Coyotes	2232638	75161959	3/16/1999	9/6/1996	Coyotes Newco, LLC
17	Phoenix Coyotes	2109714	75042569	10/28/1997	1/12/1996	Coyotes Newco, LLC
18	Phoenix Coyotes	2109713	75042567	10/28/1997	1/12/1996	Coyotes Newco, LLC

ARIZONA TRADEMARKS

	<u>Mark</u>		<u>File ID</u>	<u>Date Begin</u>	<u>Application Date</u>	<u>Date Renewed</u>	<u>Record Owner</u>
1	Stylized Coyote Wearing Hockey Uniform and Holding Hockey Stick Above Words "Phoenix Coyotes"		37546	4/8/1996	4/26/1996	4/4/2006	Coyotes Newco, LLC

ARIZONA TRADE NAMES

	<u>Mark</u>		<u>File ID</u>	<u>Date Begin</u>	<u>Application Date</u>	<u>Record Owner</u>
1	Phoenix Coyotes		157724	4/8/1996	4/26/1996	Coyotes Newco, LLC
2	Phoenix Coyotes Hockey		157725	4/8/1996	4/26/1996	Coyotes Newco, LLC

CANADIAN TRADEMARKS

	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Date Req.</u>	<u>Date Filed</u>	<u>Record Owner</u>
1	Coyote Wear	TMA350446	599592	1/27/1989	1/27/1988	Coyotes Newco, LLC
2	Coyote Head Design	TMA509163	808191	3/11/1999	3/26/1996	Coyotes Newco, LLC
3	Running Coyotes Design	TMA774122	1402052	8/10/2010	7/3/2008	Coyotes Newco, LLC
4	PHX Design	TMA813628	1188340	12/8/2011	9/4/2003	Coyotes Newco, LLC
5	Coyote Design (Phoenix)	TMA674806	1188337	10/13/2006	9/4/2003	Coyotes Newco, LLC
6	Phoenix Coyotes	TMA511208	813203	4/28/1999	5/22/1996	Coyotes Newco, LLC
7	Coyotes	TMA534118	808058	10/5/2000	3/25/1996	Coyotes Newco, LLC
8	Coyotes & Design	TMA510684	813594	4/12/1999	5/27/1996	Coyotes Newco, LLC