

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SOF INVESTMENTS, L.P.		10/01/2013	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	ICEARIZONA HOCKEY CO LP
Street Address:	5709 VAL VERDE STREET, SUITE 100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	75563447	ARIZONA COYOTES
Serial Number:	75563446	ARIZONA COYOTES
Registration Number:	2141400	
Registration Number:	2145206	
Registration Number:	2143353	
Registration Number:	2264279	
Registration Number:	2353145	COYOTES CYBER CLUB
Registration Number:	2114731	
Registration Number:	2109714	PHOENIX COYOTES
Registration Number:	2109713	PHOENIX COYOTES
Serial Number:	75834027	PHOENIX COYOTES
Registration Number:	2336503	REAL SPORT. REAL FANS.
Registration Number:	2232638	STREET COYOTES
Registration Number:	2380959	WHITEOUT

**TRADEMARK**

**CORRESPONDENCE DATA**

Fax Number: 6508385109

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: Michael Jokic

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38311-2
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC\
Date:	10/02/2013

**Total Attachments: 6**

- source=0 - Coyotes Trademark Security Release (SOF 2003)#page1.tif
- source=0 - Coyotes Trademark Security Release (SOF 2003)#page2.tif
- source=0 - Coyotes Trademark Security Release (SOF 2003)#page3.tif
- source=0 - Coyotes Trademark Security Release (SOF 2003)#page4.tif
- source=0 - Coyotes Trademark Security Release (SOF 2003)#page5.tif
- source=0 - Coyotes Trademark Security Release (SOF 2003)#page6.tif

## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October 1, 2013, is made by SOF Investments, L.P. (together with its successors and assigns, the "Assignor"), in favor of IceArizona Hockey Co LP, a Delaware limited partnership formerly known as Coyotes Newco, LLC (the "Assignee").

### **PRELIMINARY STATEMENTS**

1. Coyotes Hockey, LLC, a Delaware limited liability company ("Coyotes Hockey") and the Assignor are party to that certain Trademark Security Agreement, dated as of December 31, 2003 (the "Trademark Security Agreement").

2. Pursuant to the Trademark Security Agreement, Coyotes Hockey granted to the Assignor a security interest in and continuing Lien on (together, the "Security Interest") all of Coyotes Hockey's right, title and interest in, to and under the Trademarks, including the trademarks, trademark registrations and trademark applications set forth on Schedule A attached thereto (together, the "Trademark Collateral").

3. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on January 2, 2004 at Reel/Frame No. 2772/0301.

4. Coyotes Hockey and Assignee are party to that certain Assignment of Intellectual Property, dated as of November 2, 2009 (the "IP Assignment Agreement"), pursuant to which, among other things, Coyotes Hockey assigned to Assignee all of Coyotes Hockey's right, title and interest in, to and under the Trademark Collateral.

5. The IP Assignment Agreement was recorded with the United States Patent and Trademark Office on November 4, 2009 at Reel/Frame No. 4090/0650.

6. The Assignor desires to terminate, discharge and release its Security Interest in all of the Assignee's right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee as follows:

**Section 1. Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Trademark Security Agreement.

#### **Section 2. Release of Security Interest.**

(a) The Assignor hereby terminates, releases and discharges fully its Security Interest in all of the Assignee's right, title and interest in, to and under the Trademark Collateral, including the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto.


(b) The Assignor hereby authorizes the Assignee, or the Assignee's authorized representatives to: (i) record this Release with the United States Trademark and Patent Office and/or the Canadian Intellectual Property Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably request in order to confirm this Release and the Assignee's right, title and interest in, to and under the Trademark Collateral.

**Section 3. GOVERNING LAW. THIS RELEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST GRANTED TO THE ASSIGNOR UNDER THE TRADEMARK SECURITY AGREEMENT, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL, WAS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has duly executed and delivered, by its duly authorized officer, this RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the date first written above.

SOF INVESTMENTS, L.P., as Assignor

By: 

Name:

Title: **Marcello Liguori**  
**Authorized Signatory**

Schedule A

See Attached.

**FEDERAL TRADEMARKS**

<b>Mark</b>	<b>Reg. No./ Serial No.</b>	<b>Date Reg./ Date Filed</b>	<b>Record Owner</b>
ARIZONA COYOTES	75/563447	09-30-98	BG Hockey Ventures, L.P.
ARIZONA COYOTES	75/563446	10-02-98	BG Hockey Ventures, L.P.
COYOTE HEAD	2,141,400	03-03-98	BG Hockey Ventures, L.P.
COYOTE HEAD	2,145,206	03-17-98	BG Hockey Ventures, L.P.
COYOTE HOCKEY PLAYER	2,143,353	03-10-98	BG Hockey Ventures, L.P.
COYOTE HOCKEY PLAYER	2,264,279	07-27-99	BG Hockey Ventures, L.P.
COYOTES CYBER CLUB	2,353,145	05-30-00	Coyotes Cyber Club, L.L.C.
CRESCENT MOON	2,114,731	11-18-97	BG Hockey Ventures, L.P.
PHOENIX COYOTES	2,109,714	10-28-97	BG Hockey Ventures, L.P.
PHOENIX COYOTES	2,109,713	10-28-97	BG Hockey Ventures, L.P.
PHOENIX COYOTES	75/834027	10-28-99	BG Hockey Ventures, L.P.
REAL SPORT. REAL FANS.	2,336,503	03-28-00	BG Hockey Ventures, L.P.
STREET COYOTES	2,232,638	03-16-99	BG Hockey Ventures, L.P.
WHITEOUT	2,380,959	08-29-00	BHV, Inc.

**ARIZONA TRADEMARKS**

<b>Mark</b>	<b>Reg. No./ Serial No.</b>	<b>Date Reg./ Date Filed</b>	<b>Record Owner</b>
HEAD OF GROWLING COYOTE-PHOENIX UNION COYOTES	030692	05-20-92	BG Hockey Ventures, LP
STYLIZED COYOTE WEARING HOCKEY UNIFORM AND HOLDING HOCKEY STICK ABOVE WORDS "PHOENIX COYOTES"	037546	04-26-96	BG Hockey Ventures, LP

**ARIZONA TRADE NAMES**

<b>Mark</b>	<b>Reg. No./ Serial No.</b>	<b>Date Reg./ Date Filed</b>	<b>Record Owner</b>
ARIZONA COYOTES HOCKEY CLUB	199588	09-29-98	BG Hockey Ventures L.P.
PHOENIX COYOTES	157724	04-26-96	BG Hockey Ventures L.P.
PHOENIX COYOTES HOCKEY	157725	04-26-96	BG Hockey Ventures L.P.

### CANADIAN TRADEMARKS

<b>Mark</b>	<b>Reg. No./ Serial No.</b>	<b>Date Reg./ Date Filed</b>	<b>Record Owner</b>
COYOTE & DESIGN	TMA510,684	04-12-99	BG Hockey Ventures L.P.
PHOENIX COYOTES	TMA511,208	04-28-99	BG Hockey Ventures L.P.
COYOTES	TMA534,118	10-05-00	BG Hockey Ventures L.P.
COYOTE HEAD DESIGN	TMA509,163	03-11-99	BG Hockey Ventures L.P.
COYOTE WEAR	TMA350,446	01-27-89	BG Hockey Ventures L.P.