

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297874

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/02/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coyotes Hockey, LLC		11/02/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Coyotes Newco, LLC
Street Address:	6751 N. Sunset Blvd
City:	Glendale
State/Country:	ARIZONA
Postal Code:	85305
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2141400	
Registration Number:	2145206	
Registration Number:	2957730	
Registration Number:	3007665	
Registration Number:	2264279	
Registration Number:	2143353	
Registration Number:	2578136	COYOTES
Registration Number:	2661949	COYOTES
Registration Number:	2114731	
Registration Number:	2109714	PHOENIX COYOTES
Registration Number:	2109713	PHOENIX COYOTES
Registration Number:	2424929	PHOENIX COYOTES
Registration Number:	2955445	PHX
Registration Number:	3900823	PHX
Registration Number:	3693760	
Registration Number:	3702820	
Registration Number:	2232638	STREET COYOTES
Registration Number:	2380959	WHITEOUT

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2127892727*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***Phone:** 2127892000**Email:** anunez@nhl.com**Correspondent Name:** Alison Nunez**Address Line 1:** 1185 Avenue of the Americas**Address Line 2:** NHL Enterprises, L.P.**Address Line 4:** New York, NEW YORK 10036

NAME OF SUBMITTER:	Alison Nunez
SIGNATURE:	/Alison Nunez/
DATE SIGNED:	03/12/2014

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is entered into *nun pro tunc* as of November 2, 2009, by and between Coyotes Hockey, LLC, a Delaware limited liability company (“Assignor”), and Coyotes Newco, LLC, a Delaware limited liability company (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 2, 2009, by and among Assignor, Arena Management Group, LLC, Assignee and Arena Newco, LLC (the “Asset Purchase Agreement”), pursuant to which Assignee is acquiring from Assignor all rights, title and interest of Assignor in and to the Purchased Team Assets. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

B. Pursuant to the terms and conditions of the Asset Purchase Agreement, Assignor desires to assign and transfer all of its rights, title and interest in the Intellectual Property to Assignee as of the date hereof, and Assignee desires to accept such assignment and transfer by Assignor hereunder.

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Assignor, by this Assignment, hereby irrevocably conveys, assigns, transfers and delivers to Assignee, and Assignee hereby acquires and accepts, all rights, title and interest of Assignor in or to any and all of the Intellectual Property, including the Intellectual Property set forth on Annex A hereto, including all goodwill symbolized by or associated therewith and the right to prosecute and recover monetary damages in respect of any and all infringements and other violations thereof. Assignor further irrevocably waives and assigns any and all moral rights or “*droit moral*” as Assignor may have in or to any of the Intellectual Property.

2. **Further Assurances.**

(a) Assignor hereby agrees to execute all appropriate, necessary and customary forms and use its best efforts to assist Assignee, at Assignee’s request from time to time (the reasonable cost and expense of which shall be paid by Assignee unless such action results from a breach of the Asset Purchase Agreement or this Assignment by Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. Assignor will promptly

transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Assignment.

(b) Assignor agrees to provide the appropriate authorizations to, and to complete and execute the appropriate forms or other documentation (whether in electronic or other media) for, the applicable registrar, or to Assignee if appropriate, and will use its best efforts to comply promptly with all other steps necessary to transfer all domain name registrations used in Assignor's business, whether held by Assignor or by third parties on behalf of Assignor (the "**Domain Names**"). The Assignor represents and warrants that it has not and will not cancel any of the Domain Names or otherwise transfer the Domain Names except as provided for herein.

(c) In the event that Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 2.1(a) and/or 2.1(b) above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for an on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

3. Successors and Assigns. The Assignment and the rights and obligations hereunder shall inure to the benefit of and shall be binding upon, as to Assignee, each of its affiliates, successors and assigns and, as to Assignor, each of its affiliates, successors and assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of Arizona, without regard to conflict of law principles.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, and to the extent signed and delivered by means of a facsimile machine, email of a .pdf, .tiff, JPEG or similar file or other electronic transmission, it shall be treated in all manner and respects and for all purposes as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

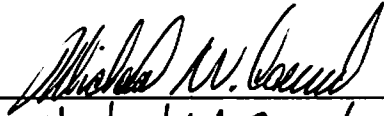
6. Coordination with Asset Purchase Agreement. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Assignment shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

CH LIQUIDATION TRUST, AS SUCCESSOR-IN-INTEREST TO COYOTES HOCKEY, LLC

By: 
Name: Michael W. Carmel
Title: Trustee

ASSIGNEE:

ICEARIZONA HOCKEY CO LP, A DELAWARE LIMITED PARTNERSHIP, AS SUCCESSOR-IN-INTEREST TO COYOTES NEWCO, LLC

By: Coyotes Management GP, LLC, a Delaware limited liability company, its General Partner

By: Anthony LeBlanc
Its President and CEO

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

CH LIQUIDATION TRUST, AS SUCCESSOR-IN-INTEREST TO COYOTES HOCKEY, LLC

By: _____

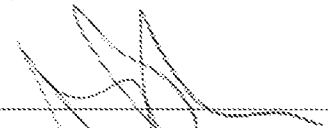
Name: _____

Title: _____

ASSIGNEE:

ICEARIZONA HOCKEY CO LP, A DELAWARE LIMITED PARTNERSHIP, AS SUCCESSOR-IN-INTEREST TO COYOTES NEWCO, LLC

By: Coyotes Management GP, LLC, a Delaware limited liability company, its General Partner



By: Anthony LeBlanc
Its: President and CEO