

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
Dayton Hockey Club, LLC		09/22/2005	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	ECHL Inc.,		
Street Address:	116 Village Blvd		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Non Profit Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2133628	BOMBERS	
Registration Number:	2336139	DAYTON BOMBERS	
Registration Number:	2336131	DAYTON BOMBERS	
CORRESPONDENCE DATA			
Fax Number:	(336)723-7201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(336)723-7200		
Email:	cotis@hendricklawfirm.com		
Correspondent Name:	Kenneth Otis		
Address Line 1:	723 Coliseum Drive		
Address Line 2:	Suite 101		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27106		
NAME OF SUBMITTER:	Kenneth Otis		
Signature:	/kenneth otis/		

OP \$90.00 2133628

Date:

07/10/2006

Total Attachments: 4

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TRADEMARK ASSIGNMENT TO ECHL INC.



THIS TRADEMARK ASSIGNMENT (“Agreement”) made effective the 22nd day of September, 2005 by and between Dayton Hockey Club, Inc., the Dayton Bombers, and the ECHL Inc., a Virginia non-profit corporation (“League”). Dayton Hockey Club, Inc., and its assigns as may be approved of from time to time by the League, is the controlling related entity as that term is defined in the bylaws of the League as may be amended from time to time (“Bylaws”) (individually Dayton Hockey Club, Inc., is referred to as the “Controlling Related Entity”). Dayton Bombers is a member in the League (“Member”).

WITNESSETH:

WHEREAS, the Member has been granted a membership in the League for the operation of a team for the play of professional hockey in the Member’s home territory, as that term is defined in the Bylaws (“Home Territory”) and among other members (collectively all members of the League are referred herein as “Members”) in their respective Home Territories during the Season;

WHEREAS, the Members have unanimously adopted an amendment to the Bylaws that requires all Members to cause an assignment of their respective trademarks and logos to the League for the mutual benefit of the Member, the League, and each of the Members;

WHEREAS, the Controlling Related Entity is the owner of the certain trademark(s) and logo(s) applied for, or registered with the United States Patent and Trademark Office identified as follows (the “Trademarks”):

Mark	Registration or Application No.
BOMBERS	2,133,628
	2,336,139
	2,336,131

WHEREAS, the Members are unit owners and members of ECHL Properties, LLC (“Properties”), a separate independent for-profit North Carolina limited liability company;

WHEREAS, the Member and the Controlling Related Entity wish to execute this Agreement with the League such that Properties shall receive a license from the League for the Trademarks

as well as for each of the other Members' trademarks and logos being assigned to the League (collectively "Members' trademarks and logos");

WHEREAS, the League will license its trademarks and logos and the Members' trademarks and logos to Properties ("National Licensing Inventory") and Properties will market national licenses for the commercial use of the National Licensing Inventory with net revenues earned by Properties and shared as defined in the Operating Agreement of Properties by and among the Member and each of the other Members ("National Licensing Program");

WHEREAS, the League covenants to license to the Member the use of the Trademarks to Member for use in the Member's Home Territory; and

WHEREAS, the Controlling Related Entity, the Member, and the League affirm that the League's license of the National Licensing Inventory to Properties is essential to accomplish the National Licensing Program and to protect, maintain and promote the goodwill and image of the League and its Members.

NOW, THEREFORE, in consideration of the above premises, the fulfillment of the obligation of the Member and the Controlling Related Entity to the League, the covenant by the League to license the Trademarks to the Member, in further consideration of the benefit to the Controlling Related Entity and the Member of the National Licensing Program, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1
ASSIGNMENT

1.1 Assignment. The Controlling Related Entity does hereby assign to the League all right, title, and interest including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights in and to the Trademarks and any further trademarks and logos the Member may from time to time use or adopt.

1.2 Representations and Warranties.

- A. Member and the Controlling Related Entity represent and warrant to the League that the:
- (1) Member and the Controlling Related Entity have the right, power and authority to enter into this Agreement;
 - (2) Controlling Related Entity is the exclusive owner of all right, title and interest, including all intellectual property rights in the Trademarks;
 - (3) Trademarks are freely assignable and not subject to liens, security interests, licenses or encumbrances of any kind;
 - (4) Trademarks do not infringe the rights of any person or entity;

- (5) Trademarks are not subject to any claims, pending or threatened; and
- (6) Member and the Controlling Related Entity are not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

B. The League represents and warrants to the Member and the Controlling Related Entity that the League will license the Trademarks to the Member for use in the Member's Home Territory.

1.3 Agreement to Perform Necessary Acts. Upon written notice from the League or Properties, the Member and the Controlling Related Entity agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the intent and provisions of this Agreement.

1.4 Indemnification. The Member hereby indemnifies, and agrees to defend and hold harmless the League and Properties against all claims asserted by any person, corporation, partnership based upon the allegation or fact of infringement by the Trademarks upon the trademark, copyright or other proprietary right of another and shall, without limitation, defend any such actions or claims at the Member's expense and pay the costs, damages and attorneys' fees awarded against the League and/or Properties arising out of any such claim or action, including but not limited to payment of the settlement of such claim or action. The League or Properties agrees to notify the Member promptly upon receipt of notice to either the League or Properties of any matters to which the foregoing indemnity may apply. The Member agrees to do all acts, at the Member's expense, that may be reasonably required of the Member in the defense or settlement as required by this indemnity. This indemnity shall survive the termination of this Agreement for a period of three (3) years from the termination of the Affiliation Agreement as that term is defined in the Bylaws.

SECTION 2 **MISCELLANEOUS PROVISIONS**

2.1 Governing Law; Dispute Resolution. The parties hereto agree to the dispute resolution provision provided in of all disputes, claims, causes of action, in tort or in contract concerning the assignment and license of the Trademarks

2.2 Entire Agreement. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

2.3 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

2.4 Waivers. The waiver by League of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any breach, continuing breach or subsequent breach of the same or other provision(s) of this Agreement.

2.5 Notice. Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

ECHL Inc. ("League")
Attn: Commissioner
ECHL Inc.
116 Village Blvd., Suite 304
Princeton, NJ 08540

Dayton Hockey Club, Inc., ("Controlling Related Entity") and Dayton Bombers ("Member")
Attn: Costa Papista, Governor
3640 Colonel Glenn Hwy., #417
Dayton, OH 45435

And to:
T. Paul Hendrick, General Counsel to ECHL Inc.
Hendrick & Bryant LLP
723 Coliseum Drive
Winston-Salem, North Carolina 27106

2.6 Articles and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

2.7 Assignment; Binding Nature. No party may assign any of its interests under this Agreement without the consent of all other parties, except the League may license the Trademarks to Properties and to the Member. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

2.8 Counterparts. This Agreement is executed in multiple originals, with each copy being considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Dayton Hockey Club, Inc.,: "Controlling Related Entity"

By: Costa Papista
Manager

ECHL Inc.: "League"

Brian McKenna
By: Brian McKenna
Commissioner

Dayton Bombers : "Member"

Costa Papista
By: Costa Papista
Governor