# 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 |
|---|---|---|---|
| Canadian Imperial Bank of Commerce | | 05/09/2003 | Bank: |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Capital Sports & Entertainment Inc. |
| Street Address: | 1000 Palladium Drive |
| City: | Ottawa, Ontario |
| State/Country: | CANADA |
| Postal Code: | K2V 1A5 |
| Entity Type: | CORPORATION: CANADA |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1816186 | OTTAWA SENATORS |
| Registration Number: | 1906587 | OTTAWA-SENATORS |
| Registration Number: | 2076154 | |
| Registration Number: | 2041529 | SENATORS |
| Registration Number: | 1959122 | OTTAWA SENATORS |
| Registration Number: | 1912770 | OTTAWA - SENATORS |

OP $165.00 1816186

CORRESPONDENCE DATA


Fax Number: (212)953-7201

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 415-9200

Email: ny.trademark@dorsey.com

Correspondent Name: Dorsey & Whitney LLP

Address Line 1: 250 Park Avenue, 15th Floor

Address Line 4: New York, NEW YORK 10177

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 447491-00016 |

DOMESTIC REPRESENTATIVE

| | |
|---|---|
| Name: | Dorsey & Whitney LLP |
| Address Line 1: | 250 Park Avenue, 15th Floor |
| Address Line 4: | New York, NEW YORK 10177 |

| | |
|---|---|
| NAME OF SUBMITTER: | Sandra Edelman |
| Signature: | /se/ |
| Date: | 12/14/2006 |

Total Attachments: 33
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Court File No. 03-CV-22850

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**

| | | |
|---|---|---|
| **THE HONOURABLE** | ) | **FRIDAY, THE 9TH DAY** |
| | ) | |
| **MR. JUSTICE CHADWICK** | ) | **OF MAY, 2003** |

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, C. C-36 AND THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, c. 16

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONGST THE OTTAWA SENATORS HOCKEY CLUB CORPORATION ("**OSHCC**"), SENATORS FINANCE CORPORATION I ("**CORP I**"), OTTAWA SENATORS HOCKEY CLUB 2001 LIMITED PARTNERSHIP ("**OPERATING LP**"), AND OSHC 2001 MANAGEMENT CORPORATION ("**OPERATING "GP**"), IN ITS OWN CAPACITY AND IN ITS CAPACITY AS GENERAL PARTNER OF THE OPERATING LP, OTTAWA SENATORS HOCKEY CLUB ENTERTAINMENT, INC. AND OTTAWA SENATORS HOCKEY CLUB ENTERTAINMENT LIMITED

Applicants

Certified to be a true copy of original
Copie authentique conforme à l'original
Dated this 27 day of August 2003
Fait le

ESTING ORDER

## VESTING ORDER

**THIS MOTION** made by PricewaterhouseCoopers Inc. in its capacity as court-apointed monitor (the "**Monitor**") of the Applicants for a sale approval order and vesting order approving the sale of certain assets (the "**Aquired Assets**") of the Ottawa Senators Hockey Club Corporation ("**OSHCC**") pursuant to an asset purchase agreement between OSHCC and Capital Sports & Entertainment Inc., or any assignee thereof, (the "**Purchaser**") dated April 25, 2003, and consented to by PricewaterhouseCoopers Inc. in its capacity as Monitor of OSHCC, (the "**Purchase Agreement**") and vesting clear title to the Acquired Assets purchased under the Purchase Agreement to the Purchaser, and for the related relief set out in the Monitor's Notice of Motion dated May 7, 2003 was heard on this date at the Court House in Ottawa.

**ON READING** the Notice of Motion filed by the Monitor, together with the Fourth Report of the Monitor dated May 7, 2003 (the "**Fourth Report**") and upon hearing submissions of counsel for the Monitor, the Applicants, and _____,and on being advised that all parties on the service list were served with the motion record herein and no one else appearing although duly served with these materials,

1. **THIS COURT ORDERS** that service of the Monitor's Notice of Motion and Motion Record, in the form and manner actually served, is hereby validated and abridged and that service upon any interested party other than the parties listed on the service list to this motion and attached hereto as Schedule "A" to the Sale Approval Order, be and the same is hereby dispensed with, and that this motion is properly returnable today.

2. **THIS COURT ORDERS** that, effective immediately upon the filing with this Court of a Monitor's Certificate in the form attached hereto as Schedule "1" (the "**Monitor's Certificate**"), signed by the Monitor, confirming that all terms and conditions under the Purchase Agreement have been either satisfied or waived and that the Purchase Transaction contemplated by the Purchase Agreement has closed to the satisfaction of the Monitor, all property and rights comprised in the Acquired Assets purchased pursuant to the Purchase Agreement, including without limitation those assets listed in the attached Schedule "2" shall vest and are hereby vested in and to the Purchaser, absolutely and forever, without limitation, free and clear of and from any Claims and Liens but excluding the Permitted Liens and Assumed Obligations, each as defined in the Purchase Agreement, including, without limitation, all estate, right, title, interest, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory or otherwise), security interests, assignments, actions, levies, taxes, writs of execution, trusts or deemed trusts (whether contractual, statutory or otherwise), options, agreements, disputes, debts,

encumbrances or other rights, limitations or restrictions of any nature whatsoever, including without limitation, any rights or interests of any creditors of OSHCC or of any of the Applicants, whether or not they have attached or been perfected, registered or filed, whether secured, preferred, unsecured or otherwise, whether liquidated, unliquidated or contingent, whether contractual, statutory or otherwise in law or in equity, claims arising under any federal or provincial legislation including claims by Her Majesty in Right of Canada or a province against the Applicants or any one of them for the costs of remedying any environmental condition or environmental damage, claims from employees individually or under successor employer provisions of federal and provincial legislation, holders of contractual and proprietary rights, claims for cure amounts, claims provable as defined under the *Bankruptcy & Insolvency Act* (the "**BIA**"), claims, charges, encumbrances, and any other rights including encumbrances or charges created by or pursuant to orders made in these proceedings or under the prior insolvency proceedings taken by the Applicants or any one of them (collectively, the "**Affected Claims**"), by or of any persons or entities of any kind whatsoever including, without limitation, all individuals, firms, corporations, partnerships, joint ventures, trust, unincorporated organizations, governmental and administrative bodies, agencies, authorities or tribunals and all other natural persons or corporations, whether acting in their capacity as principals or as agents, trustees, executors, administrators or other legal representatives (collectively, the "**Claimants**") and for greater certainty, this Court orders and directs that all of the Affected Claims affecting or relating to the Acquired Assets are hereby extinguished, expunged, and discharged as against the Acquired Assets.

3. **THIS COURT ORDERS** that from and after the filing of Monitor's Certificate with this Court, any and all Affected Claims of or by any Claimants in or to the Acquired Assets,

shall vest, in place and in stead thereof, in the proceeds of sale of the Acquired Assets and shall attach to such proceeds in the same priority as they previously attached to the Acquired Assets immediately before this Order took effect; provided, however, that nothing herein shall preclude or restrict any Claimant (unless otherwise stayed by prior Order of this Court in these proceedings) from asserting and pursuing any claim or claims as against any of the Applicants, their respective directors and officers, or any third party, except as against the Purchaser, its successors and assigns, in respect of an Affected Claim.

4. **THIS COURT ORDERS** that the Monitor shall, immediately upon filing the Monitor's Certificate with this Court referred to above, provide a copy and confirmation of filing to the Purchaser.

5. **THIS COURT ORDERS** that upon the filing with the Court of the Monitor's Certificate referenced above, and the release of the proceeds of sale from any escrow arrangements, the Monitor shall proceed with the Interim Distribution as approved by this Court on May 9th , 2003, subject to the provisions of paragraph 2 and 3 of the Approval Order issued by this Court on May 9, 2003.

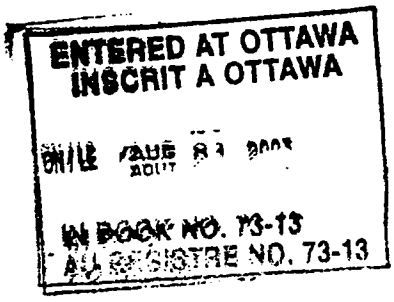
6. **THIS COURT ORDERS AND DECLARES** that, in the event of a bankruptcy, receivership, or interim receivership of, or any other administration or proceedings affecting OSHCC, any or all of the Applicants, or any affiliate or subsidiary, respectively, this Order will remain in full force and effect and govern notwithstanding any such proceeding.

7. **THIS COURT ORDERS AND DECLARES** that that the Purchaser shall, by virtue of the completion of the purchase of the Acquired Assets pursuant to the Purchase Agreement, have no liability of any kind whatsoever to the creditors or claimants, whether

secured, unsecured, or otherwise, of OSHCC, any or all of the Applicants or any affiliate or subsidiary, respectively, with respect to their claims against said entity or entities, except for Permitted Liens and Assumed Obligations as defined in the Purchase Agreement.

8. **THIS COURT SEEKS** and requests the aid and recognition of any Court or administrative, regulatory or governmental body in Canada and any other Court or administrative, regulatory or governmental body in any other province or territory of Canada, including the assistance of any Court in Canada pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") and/or the BIA and any Court or administrative, regulatory or governmental body in any other jurisdiction to act in aid of or to be complementary in carrying out the terms of this Order. The Monitor shall be at liberty, and is hereby authorized and empowered, to apply, as it may consider necessary or desirable, to any other Court or administrative body for any Order recognizing the appointment of the Monitor in such other jurisdiction or for such Orders and assistance as it may deem necessary or appropriate to complete the Purchase Agreement and give effect to this Order.

"CHADWICK, J."



SCHEDULE "1"

SCHEDULE "1"

Court File No. 03-CV-22850

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT,* R.S.C. 1985, C. C-36 AND THE *BUSINESS CORPORATIONS ACT,* R.S.O. 1990, c. 16

AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONGST THE OTTAWA SENATORS HOCKEY CLUB CORPORATION ("**OSHCC**"), SENATORS FINANCE CORPORATION I ("**CORP I**"), OTTAWA SENATORS HOCKEY CLUB 2001 LIMITED PARTNERSHIP ("**OPERATING LP**"), AND OSHC 2001 MANAGEMENT CORPORATION ("**OPERATING "GP**"), IN ITS OWN CAPACITY AND IN ITS CAPACITY AS GENERAL PARTNER OF THE OPERATING LP, OTTAWA SENATORS HOCKEY CLUB ENTERTAINMENT, INC. AND OTTAWA SENATORS HOCKEY CLUB ENTERTAINMENT LIMITED

Applicants

**MONITOR'S CERTIFICATE**

**WHEREAS** pursuant to the Order of the Honourable Mr. Justice Chadwick of the Ontario Superior Court of Justice, made May 9, 2003 (the "**Approval and Vesting Order**"), the Ottawa Senators Hockey Club Corporation ("**OSHCC**") and PricewaterhouseCoopers Inc. in its capacity as court-appointed monitor (the "**Monitor**") of the Applicants were authorized to enter into an asset purchase agreement Sale dated April 25, 2003 (the "**Purchase Agreement**") with Capital Sports & Entertainment Inc., or any assignee thereof (the "**Purchaser**") with respect to certain assets of the OSHCC (the "**Acquired Assets**");

effective with respect to the Acquired Assets upon the filing of a Monitor's Certificate confirming the completion of the transaction contemplated by the Purchase Agreement;

**THE MONITOR HEREBY CERTIFIES AS FOLLOWS:**

1. it has received from the Purchaser the full purchase price pursuant to the Purchase Agreement;

2. all conditions of Closing (as defined in the Purchase Agreement) have been satisfied or waived; and

3. the sale has closed to the satisfaction of the Monitor.

**MADE** at Ottawa this day of , 2003.

**PRICEWATERHOUSECOOPERS INC., in its capacity as the court-appointed Monitor of the Applicants and not in its personal or corporate capacity**

Per:

_____

Title:

I have authority to bind the Corporation

SCHEDULE "2"

## SCHEDULE "2"

Acquired Assets means all of the Ottawa Senators Hockey Club Corporation's (the "Vendor") property and assets used in the Business (as defined in the Purchase Agreement), (other than assets specifically excluded in the Purchase Agreement), and without limiting the generality of the foregoing, and without being limited by the foregoing, the Acquired Assets shall include all of the following:

### I. TEAM ASSETS

The Team Assets shall consist of the NHL Franchise (which term refers to the Vendor's membership in the NHL and the franchise to operate an NHL team known as the "Ottawa Senators Hockey Club", including, without limitation, rights in any future expansion proceeds), including, without limitation, as of the Closing Date (as defined in the Purchase Agreement), the following:

i. the Player Contracts (the written agreements between various hockey players and the Vendor as listed below under II. Player Contracts) and the Coaches Contracts (the written agreements between various coaches and management personnel to provide services to the Ottawa Senators Hockey Club as listed under III. Coaches Contracts, below);

ii. the Intellectual Property (as defined in the Purchase Agreement and includes, without limitation, those items listed in IV. Intellectual Property, below);

iii. all past and current subscriber lists and the goodwill of the Business (as defined in the Purchase Agreement) (including, without limitation, market research and data), together with the exclusive right of the Purchaser to represent itself as carrying on the Business in continuation of and in succession to the Vendor and the right to use any words indicating that the Business is so carried on, including, without limitation, the exclusive right to use the name "Ottawa Senators Hockey Club" or any variation thereof;

iv. any and all assets not referred to in Subsections (i) through (iii) above and comprising the NHL Franchise;

v. the rights and obligations in respect of various drafted and unsigned hockey players (as defined in Schedule 2.1(a) of the Purchase Agreement);

vi. all of the interest (including, without limitation, partnership and shareholder interest) of the Vendor in NATIONAL HOCKEY LEAGUE ENTERPRISES CANADA, INC. and NHL ENTERPRISES CANADA, L.P.;

vii. all of the interest (including, without limitation, partnership and shareholder interest) of Ottawa Senators Hockey Club Entertainment, Inc., a Delaware company, in NHL ENTERPRISES, INC. and NHL ENTERPRISES, L.P. (such interest may be transferred and assigned at the Purchaser's option directly to an Affiliate of the Purchaser); and

viii. all goodwill associated with or forming part of (i) to (vii) above inclusive.

### II. PLAYER CONTRACTS

| PLAYER | | |
|---|---|---|
| Daniel Alfredsson | Jody Hull | Petr Schastlivy |
| Magnus Arvedson | Dave Hymovitz | Christoph Schubert |
| Chris Bala | Chris Kelly | Brian Smolinski |
| Radek Bonk | Patrick Lalime | Brad Smyth |
| Denis Bonvie | Josh Langfeld | Jason Spezza |

| PLAYER | | |
|---|---|---|
| Wade Brookbank | Curtis Leschyshyn | Jeff Szwez |
| Zdeno Chara | Brian McGratton | Joey Tetarenko |
| Matthieu Chouinard | Dean Melanson | Billy Thompson |
| Sean Connolly | Joe Murphy | Jeff Ulmer |
| Toni Dahlman | Chris Neil | Shaun Van Allen |
| Ray Emery | Chris Phillips | Vaclav Varada |
| Mike Fisher | Brian Pothier | Julien Vauclair |
| Alexandre Giroux | Martin Prusek | Antoine Vermette |
| Martin Havlat | Karel Rachunek | Anton Volchenkov |
| Andy Hedlund | Rob Ray | Todd White |
| Shane Hnidy | Wade Redden | Bob Wren |
| Marian Hossa | Peter Schaefer | |

## III. COACHES CONTRACTS

| NO. | TITLE |
|---|---|
| 1. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Scott Allegrino Dated June 26, 2002 |
| 2. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Michael Carlson Dated July 26, 2002 |
| 3. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Peter Chiarelli Dated July 1, 2001 |
| 4. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Chris Cook Dated August 12, 2002 |
| 5. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Dale Engel Dated June 26, 2002 |
| 6. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And John Gervais Dated August 12, 2002 |
| 7. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Pierre Groulx Dated August 20, 2002 |
| 8. | Employment Agreement Between Ottawa Senators Hockey Club/Corel Centre And Mike Herns Dated January 29, 2003 |
| 9. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Anders Hedberg Dated August 7, 2002 |
| 10. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Don Jackson Dated July 2, 2002 |
| 11. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Robert Janecyk Dated June 26, 2002 |



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| NO. | TITLE |
|---|---|
| 12. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Frank Jay Dated June 26, 2002 |
| 13. | Employment Agreement Between Ottawa Senators Hockey Club Limited Partnership And Brad Joyal Dated August 12, 2002 |
| 14. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Randy Lee Dated August 12, 2002 |
| 15. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Alex Lepore Dated September 4, 2002 |
| 16. | Employment Agreement Between Ottawa Senators Hockey Club Limited Partnership And Jacques Martin Dated July 1, 1998 |
| 17. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Roy Mlakar Dated July 1, 2002 And Retirement Compensation Agreement Dated July 1, 2002 Between Roy Mlakar And Richard Grant (As Custodian), Ottawa Senators Hockey Club Corporation And Roy Mlakar |
| 18. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And John Muckler Dated June 14, 2002 |
| 19. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Phil Myre Dated May 24, 2001 |
| 20. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Roger Neilson Dated July 15, 2002 |
| 21. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Domenic Nicoletta Dated September 20, 2002 |
| 22. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And John Paddock Dated August 1, 2002 |
| 23. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Perry Pearn Dated July 3, 2002 |
| 24. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Gene Reilly Dated July 31, 2002 |
| 25. | Employment Agreement Between Ottawa Senators Hockey Club Corporation And Gerry Townend Dated August 20, 2002 |

## IV. INTELLECTUAL PROPERTY

### A. TRADEMARKS AND COPYRIGHTS

"OSHCC" Ottawa Senators Hockey Club Corporation

**Registered Trade-Marks**

| COUNTRY | TRADE-MARK | REGISTRATION NO. |
|---|---|---|
| Canada | THE OTTAWA SENATORS PROFESSIONAL HOCKEY CLUB | TMA386,759 (services) |
| Canada | BODYCHECK | TMA405,616 (wares) |
| Canada | THE OTTAWA SENATORS | TMA446,848 (wares and services) |



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| COUNTRY | TRADE-MARK | REGISTRATION NO. |
|---|---|---|
| Canada | SENATORS | TMA446,850<br>(wares and services) |
| Canada | OTTAWA SENATORS | TMA446,851<br>(wares and services) |
| Canada | OTTAWA SENATORS | TMA446,311<br>(services) |
| Canada | OTTAWA SENATORS & Design | TMA446,858<br>(wares and services) |
| Canada | OTTAWA SENATORS & Design | TMA454,050<br>(wares and services) |
| Canada | P.E.I. SENATORS & Design | TMA446,947<br>(wares and services) |
| Canada | THUNDER BAY SENATORS & Design | TMA446,954<br>(wares and services) |
| Canada | SENATOR & Design | TMA490,848<br>(wares and services) |
| Canada | STREET SENTURIONS ENJEU | TMA503,637<br>(services) |
| U.S.A. | OTTAWA SENATORS | 1,816,186<br>(class 41) |

| COUNTRY | TRADE-MARK | REGISTRATION NO. |
|---|---|---|
| U.S.A. | OTTAWA SENATORS & Design | 1,906,587 (class 25) |
| U.S.A. | OTTAWA SENATORS | 1,959,122 (class 25) |
| U.S.A. | SENATORS | 2,041,529 (class 41) |
| U.S.A. | OTTAWA SENATORS & Design | 1,912,770 (class 41) |
| U.S.A. | SENATOR & Design | 2,076,154 (class 41) |
| U.S.A. | DESIGN | 2,242,808 (class 25) |

Unregistered Trade-Marks

| TRADE-MARK | DESCRIPTION |
|---|---|
| | Third Jersey Logo/Alternate Logo<br>(Black and White) |
| | Third Jersey Logo/Alternate Logo<br>(Colour) |
| | Spartacat (a.k.a. Sparty)<br>(Black & White) |
| | Spartacat (a.k.a. Sparty)<br>(Colour) |

Registered Copyrights

| COUNTRY | COPYRIGHT | REGISTRATION NO. |
|---|---|---|
| Canada | "Ottawa Senators Logo" (Parliament Hill Logo) | 403,382 |

| COUNTRY | COPYRIGHT | REGISTRATION NO. |
|---|---|---|
| Canada | "Ottawa Senators "S" Shield" | 407,805 |
| Canada | "Ottawa Senators "Head" Shield" | 407,804 |

**Unregistered Copyrights**

| Description of Work |
|---|
| Ottawa Senators Official Website, presently located at www.ottawasenators.com |
| Spartacat Official Website, presently located at www.spartacat.net |
| "Score" magazine |
| "Bodycheck" yearbook |

**B. DOMAIN NAMES**

| DOMAIN NAME | EXPIRY DATE |
|---|---|
| OttawaSenators.com | April 5, 2006 |
| OttawaSenators.net | May 30, 2007 |
| OttawaSenators.org | May 14, 2006 |
| OttSens.com | April 5, 2005 |
| Ott-Sens.com | April 5, 2005 |
| Senators.com | September 24, 2003 |
| SenatorsTix.com | June 28, 2006 |
| SenatorsTix.net | June 28, 2006 |
| SenatorsTix.org | June 28, 2006 |
| SensFan.com | May 19, 2006 |
| SensFan.net | May 19, 2006 |
| SensFan.org | May 19, 2006 |
| SensTickets.com | June 28, 2006 |
| SensTickets.net | June 28, 2006 |
| SensTickets.org | June 28, 2006 |
| SensTix.com | June 28, 2006 |
| SensTix.net | June 28, 2006 |

| DOMAIN NAME | EXPIRY DATE |
|---|---|
| SensTix.org | June 28, 2006 |
| Spartacat.net | March 31, 2008 |
| Spartacat.org | March 30, 2006 |
| TheSenators.com | May 14, 2007 |
| TooManyMenOnTheIce.net | April 1, 2005 |
| TooManyMenOnTheIce.org | April 1, 2005 |
| WorldJunior2003.com | September 25, 2003 |
| WorldJunior2003.net | September 25, 2003 |
| WorldJunior2003.org | September 25, 2003 |

## V. COLLATERAL ASSETS

The Collateral Assets shall consist of all of the other assets of the Vendor as of the Closing Date, other than the Team Assets and the Excluded Assets (both or all as defined in the Purchase Agreement), including, without limitation, the following:

i. all of the Equipment (as defined in the Purchase Agreement, including, without limitation, those items listed in VI. Equipment, below);

ii. all of the Inventories (as defined in the Purchase Agreement);

iii. all of the Vendor's Licenses and Permits (as defined in the Purchase Agreement);

iv. all of the Receivables (as defined in the Purchase Agreement);

v. all of the Material Contracts (as defined in the Purchase Agreement and as listed in VII. Material Contracts, below) (excluding the Player Contracts, Coaches Contracts and Leases [defined below]) and all benefits thereto and any security or similar deposits relating to those commitments including, without limitation, all such Material Contracts (excluding the Player Contracts, Coaches Contracts and Leases) identified on Schedule 1.45 of the Purchase Agreement (but not obligations arising in respect of the period prior to Closing, except to the extent specifically included in the Assumed Obligations) (all as defined in the Purchase Agreement), save and except those disclaimed by the Purchaser as contemplated by Section 2.4(b) of the Purchase Agreement;

vi. all of the prepaid expenses and deposits;

vii. all of the Vendor's cash on hand or in banks or other depositories owned by the Vendor including but not limited to the Ticket Trust Account and any balances in any of the other segregated accounts referred to in Section 5.1 of the Purchase Agreement;

viii. all of the Vendor's deferred charges, including without limitation, all rights in this respect relating to current and former Player Contracts;

ix. all of the Vendor's actions, Claims (as defined in the Purchase Agreement), choses in action and intangible property rights or rights to recovery or offset of any kind or character arising from or concerning the



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Business, including, without limitation, restrictive covenants, confidentiality obligations and similar obligations, including, without limitation, under the Player Contracts and the Coaches Contracts;

x. all of the Vendor's open orders for goods and services with customers of the Business and any additional such open orders entered into by the Vendor in the ordinary course of Business, together with related purchase orders, contracts, subcontracts and accounts receivable and credit support associated with such open orders;

xi. all of the Books and Records (as defined in the Purchase Agreement);

xii. all of the Leases (as set out in IX. Personal Property Leases and X. Real Property Leases), save and except those disclaimed by the Purchaser by operation of Section 2.4(b) of the Purchase Agreement; and

xiii. all other property, assets and rights, real or personal, tangible or intangible, owned by the Vendor or to which it is entitled.

## VI. EQUIPMENT

| ASSET NAME | LOCATION | ACCOUNT |
|---|---|---|
| Leasehold Improvements CC Arena | Coaches offices, team equipment area, other team-specific areas on arena level<br>-Corel Centre | 10620 |
| Leasehold Improvements CC Locker Room | Locker Room (arena level)<br>-Corel Centre | 10621 |
| Leasehold Improvements CC Suites | OSHC Suite fit-up (club, concourse, gallery levels)<br>-Corel Centre | 10622 |
| Leasehold Improvements CC Penthouse | Gallery Level – Founders lounge, Game production area<br>-Corel Centre | 10623 |
| Leasehold Improvements CC Office | Office fit-up – arena level (gate 2)<br>-Corel Centre | 10624 |
| Leasehold Improvements CC Store | Team Store (Sensations) – Club level (Gate 1)<br>-Corel Centre | 10625 |
| Leasehold Improvements Hull Store | | 10626 |
| Equipment – Computer | Various locations – server room, offices, game production (gallery level), laptops with scouts, other | 10630 |
| Equipment – Software | Various locations – server room, offices, game production (gallery level), laptops with scouts, other | 10631 |
| Equipment – Retail | Retail Sales POS System for team stores – Corel Centre, Rideau Centre | 10632 |



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| ASSET NAME | LOCATION | ACCOUNT |
|---|---|---|
| Equipment – Office | Photocopiers (Gates 1 & 2), phones and voice mail system (server room – Gate 2), game production equipment (Gallery Level), miscellaneous office equipment (Gates 1 & 2)<br>-Corel Centre | 10633 |
| Equipment – Audio | Game Production Area (Gallery Level)<br>-Corel Centre | 10634 |
| Equipment – Hockey | Fitness equipment and sound system (arena level workout room), video equipment (coaches offices), skate sharpening equipment, etc (arena level)<br>-Corel Centre | 10635 |
| Furniture and Fixtures | Office furniture (Gates 1 & 2, coaches offices), Bodycheck sales kiosks (club & concourse levels), fan loyalty kiosks (club & concourse levels), various other equipment (office areas<br>-Corel Centre | 10636 |

The Equipment listed above includes any expressed and implied warranties by the manufacturers or sellers of those items, and any maintenance records, brochures, catalogues and other documents relating to such Equipment or to the installation or functioning of such Equipment, except to the extent that such Equipment or other property has become affixed to leased real property such that it would constitute a fixture under applicable law.

VII. **MATERIAL CONTRACTS** - Save and except those disclaimed by the Purchaser as contemplated by Section 2.4(b) of the Purchase Agreement.

| A. | AGREEMENTS |
|---|---|
| 1. | National Hockey League ("NHL") Expansion Membership Agreement dated as of January 11, 1991, as amended by an Agreement dated as of June 14, 1991 and an Agreement dated December 16, 1991 among Terrace Investments Limited (predecessor in interest to Terrace Corporation ("Terrace"). All Urban Investments Limited, NHL and Ottawa Senators Hockey Club Limited Partnership ("OSHCLP"), together with a certificate dated December 16, 1991 and issued by the NHL evidencing the right of OSHCLP to membership and franchise in the NHL (assigned to the Vendor on January 13, 1999) |
| 2. | Memorandum of Agreement dated as of December 15, 1991 among OSHCLP (assigned to the Vendor on January 13, 1999), Coca-Cola Ltd. and Terrace Investments Limited ("Terrace") (assigned to Palladium Corporation ("Palladium") on March 25, 1994), as amended by amending agreements made as of April 19, 1993, September 19, 1996, August 13, 1997, August 25, 1999 and July 21, 2000 |
| 3. | License Agreements dated July 1, 2001 between Palladium and the Vendor relating to the lease of five (5) suites within the Ottawa Palladium (since re-named the Corel Centre) (Nos. 116B, 417, 410, 222B and 110D) |
| 4. | (i) Agreement between TicketMaster Canada Inc. and Terrace (assigned to Palladium on April 30, 1994) dated May 1, 1991, as amended April 30, 1994, May 1, 1996, August 17, 1999 and in 2000; and<br>(ii) Collateral Agreement dated as of April 30, 1994 between OSHCLP (assigned to the Vendor on January 13, 1999), Palladium and TicketMaster Canada Inc. relating to the ticket sale license, as amended May 1, 1995. |
| 5. | Official Sponsor Agreement dated as of September 1, 1998 (amended September 1, 2002) between OSHCLP (assigned to the Vendor on January 13, 1999) and Molson Breweries of Canada Limited, as amended |



TRADEMARK
REEL: 003443 FRAME: 0912

| A. | AGREEMENTS |
|---|---|
| 6. | Telecast Agreement dated August 1, 2001 between the Vendor and Rogers Sportsnet Inc. |
| 7. | Local Television Broadcast Agreement dated as of May 23, 2002 between the Vendor and The New RO, Cable 6 |
| 8. | Broadcast Letter Agreement dated as of November 15, 2002 among the Vendor and Le Réseau des Sports (RDS) Inc. |
| 9. | Local Telecast Distribution Agreement dated December 9, 2002 between the Vendor, Le Club de Hockey Canadien Inc. and NHL |
| 10. | OSR 1200 Ottawa SENSational Radio Broadcast Agreement effective September 1, 1998 between OSHCLP (assigned to the Vendor on January 13, 1999) and Rawlco (Ottawa) Ltd. (predecessor in interest to CHUM Group Radio – Ottawa) |
| 11. | All right, title and interest and benefit of the Vendor (if any) in, to, under and in connection with all contracts, licenses and agreements pursuant to which the Vendor, as a member club of the NHL, now or at any time hereafter acquires rights, interests or benefits, including without limiting the generality of the foregoing, all of the Vendor's rights, interest, and benefits (if any) under and in connection with those contracts to which the NHL, NHL Enterprises, L.P., NHL Enterprises Canada, L.P. or any other person related or affiliated with the NHL is a party, including, without limitation,, as the case may be, the NHL's, NHL Enterprises, L.P.'s and NHL Enterprises Canada, L.P.'s contracts, licenses and agreements with miscellaneous entities, including, without limitation, Fox Broadcasting Corporation, Nike, ESPN Inc. and Molson Breweries of Canada Limited, as amended |
| 12. | Limited Partnership Agreement of NHL Enterprises Canada, L.P. dated as of June 28, 1996 among OSHCLP (assigned to the Vendor on January 13, 1999) and other Member Clubs of the NHL (or, in the case of each Member Club that is not a resident of Canada, a Canadian affiliate of such Member Club which executes a copy of such agreement) and National Hockey League Enterprises Canada, Inc. |
| 13. | Limited Partnership Agreement of NHL Enterprises, L.P. dated as of June 21, 1996 among NHL Enterprises, Inc., each Member Club of the NHL or, in the case of each Member Club that is not a resident of the United States, a United States affiliate of such Member Club which executes a copy of such agreement as limited partner. |
| 14. | Joinder Agreement dated as of January 25, 1999 among the Vendor, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises Inc., National Hockey League Enterprises Canada, Inc., NHL Enterprises B.V., and NHL |
| 15. | Service Level Agreement dated as of September 21, 2000 between E-Print-It, the Vendor and Palladium |
| 16. | Sponsorship Agreement dated as of June 13, 2001 among Alcatel Canada Inc., Palladium and the Vendor |
| 17. | Sponsorship Agreement dated as of July 1, 2001 among Palladium, the Vendor, Ontario Pontiac Buick GMC Regional Marketing Advisory Board, Ontario Chevrolet, Oldsmobile Regional Marketing Advisory Board and the Ontario Cadillac Regional Marketing Advisory Board |
| 18. | Sponsorship Agreement dated as of July 1, 2001 among Palladium, the Vendor and General Motors of Canada Limited |
| 19. | Sponsorship/Broadcast Agreement dated as of October 4, 2002 between the Vendor and M2 Universal Communications Management on behalf of General Motors of Canada Limited |
| 20. | Sponsorship Letter of Agreement dated as of September 24, 1999 among Bell Canada, Palladium and the Vendor, as amended by Ottawa Senators/Corel Centre Sponsorship Contracted Adjustment, dated February 3, 2000 |
| 21. | Letter of Intent dated August 1, 2002 (as amended December 19, 2002 and January 30, 2003) among Air Canada, the Vendor, and Palladium relating to charter services and advertising |



TRADEMARK
REEL: 003443 FRAME: 0913

| A. | AGREEMENTS |
|---|---|
| 22. | Sponsorship Agreement commencing July 1, 2002 and executed between August 28, 2002 and September 9, 2002 among the Ottawa Citizen and the Vendor and contra agreement regarding payment for advertising properties |
| 23. | Sponsorship Agreement commencing September 11, 2000 and executed between October 6, 2000 and October 17, 2000 among Compaq Canada Inc. and the Vendor |
| 24. | Sponsorship Letter of Agreement commencing November 6, 2000 and executed between October 18, 2000 and November 1, 2000 among Canon Canada Inc., the Vendor and Palladium |
| 25. | Revised Advertising Agreement commencing August 21, 2001 (amended September 28, 2001) among Pizza Pizza Limited, the Vendor and Palladium |
| 26. | Affiliation Agreement dated as of April 29, 2002 among B.C. Senators Inc. and the Vendor relating to the provision of players by the Vendor to its affiliate |
| 27. | Agreement (No. 585748) between OSHCLP (assigned to the Vendor on January 13, 1999), Palladium and Canada Post Corporation dated September 3, 1993, as amended September 1, 2000 |
| 28. | Common stock subscription and stockholders agreement of NHL Enterprises, Inc. dated June 18, 1996 among each member club or United States affiliate of a member club of the NHL, NHL Enterprises, Inc. and NHL Enterprises, LP |
| 29. | Common share subscription and unanimous shareholders agreement of National Hockey League Enterprises Canada, Inc. dated June 28, 1996 among each member club or Canadian affiliate of each member club of the NHL, National Hockey League Enterprises Canada, Inc. and NHL Enterprises Canada, LP |
| 30. | Intellectual property licenses dated July 1, 1996 between Ottawa Senators Hockey Club Limited Partnership by its general partner, Ottawa Senators Hockey Club Management Corporation (as assigned to the Vendor on January 13, 1999) and each of the following:<br>a) NHL Enterprises Canada, LP;<br>b) NHL Enterprises, LP;<br>c) NHL Enterprises B.V. |
| 31. | All rights and obligations of the Vendor under the NHL Constitution, Voting Guide, By-laws, Resolutions and Appendices. |
| 32. | a) Group benefit plan underwritten by the Great West Life Assurance Company and the Citadel General Assurance Company; and<br>b) Group RRSP service agreement between BMO Nesbitt Burns and the Vendor. |
| 33. | Sponsorship Agreement among Palladium, the Vendor and Via Rail Canada dated July 1, 2001 |
| 34. | Sponsorship Letter of Agreement between McDonald's Restaurants of Canada Limited and the Vendor, dated November 9, 2002 |
| 35. | Corel Centre Advertising Agreement between Accenture Inc., the Vendor and Palladium, dated September 16, 2002 |
| 36. | Ottawa Senators Hockey Club Advertising Agreement between Algonquin College and the Vendor, dated July 16, 2002 |
| 37. | Ottawa Senators Hockey Club Advertising Agreement between CCM Sport Maska (The Hockey Company) and the Vendor, dated August 12, 2002 |
| 38. | Ottawa Senators Hockey Club Advertising Agreement between Corel Corporation and the Vendor, dated October 1, 2002 |



TRADEMARK
REEL: 003443 FRAME: 0914

| A. | AGREEMENTS |
|---|---|
| 39. | Corel Centre Advertising Agreement between Diageo Canada, the Vendor and Palladium, dated November 1, 2002 |
| 40. | Ottawa Senators Hockey Club Advertising Agreement between Dynamic Mutual Funds and the Vendor, dated August 12, 2002 |
| 41. | Corel Centre Advertising Agreement between e-Print It, the Vendor and Palladium, dated September 15, 2000 |
| 42. | Ottawa Senators Hockey Club / Corel Centre Advertising Agreement between Kanata CHL GP Ltd. o/a Holiday Inn Select Hotel & Suites and the Vendor, dated May 8, 2002 |
| 43. | Ottawa Senators Hockey Club / Corel Centre Advertising Agreement between Home Hardware Stores Ltd. and the Vendor, dated August 2, 2001 |
| 44. | Corel Centre Advertising Agreement between Hydro Ottawa, the Vendor and Palladium, dated September 16, 2002 |
| 45. | Ottawa Senators Hockey Club Advertising Agreement between I4C Consulting, the Corel Centre and the Vendor effective July 1, 2003 |
| 46. | Corel Centre Advertising Agreement between Jubilee Fine Jewelers, the Vendor and Palladium, dated June 6, 2001 |
| 47. | Ottawa Senators Hockey Club Corporation Partnership Renewal Agreement between Liquor Control Board of Ontario and the Vendor, dated September 27, 2002 |
| 48. | Corel Centre Advertising Agreement between Loblaws Supermarkets Ltd., the Vendor and Palladium dated November 5, 2002 |
| 49. | Corel Centre Advertising Agreement between MBNA Canada Bank, the Vendor and Palladium, dated November 27, 2002 |
| 50. | Corel Centre Advertising Agreement between Minto Development Inc., the Vendor and Palladium, dated September 16, 2002 |
| 51. | (i) Ottawa Senators Hockey Club Advertising Agreement between NexInnovations Inc. and the Vendor, dated September 16, 2002; and<br>(ii) Contra Agreement between NexInnovations and the Vendor dated April 9, 2003 |
| 52. | Ottawa Senators Hockey Club Advertising Agreement between Ontario Tourism Marketing Partnership Corporation, Ministry of Tourism and Recreation and the Vendor, dated November 1, 2002 |
| 53. | Ottawa Senators Hockey Club Advertising Agreement between Segal Communications Inc. and the Vendor, dated August 2, 2002, as amended by Addendum dated October 17, 2002 |
| 54. | Ottawa Senators Hockey Club Advertising Agreement between Sports and Entertainment and the Vendor, dated September 16, 2002 |
| 55. | Joint Promotion Agreement between Kraft Canada Inc. and the Vendor / Corel Centre , dated January 31, 2003 |
| 56. | Ottawa Senators Hockey Club Advertising Agreement between Imperial Oil and the Vendor, dated July 1, 2001 |
| 57. | Ottawa Senators Hockey Club Sponsorship Letter Agreement between Tim Hortons Advertising & Promotion Fund (Canada) Inc., Corel Centre and the Vendor, dated September 16, 2002 |
| 58. | Ottawa Senators Hockey Club Advertising Agreement between workopolis Partnership and the Vendor, dated August 2, 2002 |
| 59. | Agreement between Her Majesty the Queen in right of Canada herein acting through and represented by the Minister of Public Works and Government Services and the Vendor, dated August 27, 2002 |



TRADEMARK
REEL: 003443 FRAME: 0915

| A. | AGREEMENTS |
|---|---|
| 60. | NHL Memo re: Renewal Agreement with The Coca-Cola Company for the POWERade Brand, dated August 27, 2001 |
| 61. | Ottawa Senators Hockey Club / Corel Centre Sponsorship Letter of Agreement between BMO Nesbitt Burns Inc., the Vendor and the Corel Centre, dated September 20, 2002 |
| 62. | Sponsorship Agreement between Palladium, the Vendor and Canadian Tire Corporation, Limited dated December 15, 2002 |
| 63. | Sponsorship Agreement between Société des Casinos du Québec Inc. (Casino du Lac-Leamy) and the Vendor dated February 14, 2003 |
| 64. | Sponsorship Agreement between the Ottawa Sun, Corel Centre, Palladium Corporation and the Vendor effective July 1, 2002 |
| 65. | Agreement for Official Designation Status NHL Playoffs 2003 between PrimeSport International, Inc. and the Vendor dated April 7, 2003 |
| 66. | STAR 96/Ottawa Senators Broadcast Agreement between Telemedia Radio (STAR 96 FM Radio) and the Vendor dated August 24, 2001 |
| 67. | Corel Centre Advertising Agreement between Nortel Networks Limited, Palladium Corporation and the Vendor effective October 22, 2001 |
| 68. | Advertising Agreement between I4C Consulting, the Corel Centre and the Vendor dated April 7, 2003 |

| B. | OTHER AGREEMENTS |
|---|---|
| 1. | Corel Centre Advertising Agreement between Ajilon Consulting, the Vendor and Palladium, dated August 13, 2002 |
| 2. | Ottawa Senators Hockey Club Advertising Agreement between AMCC, the Vendor and Palladium, dated August 13, 2002 |
| 3. | Corel Centre Advertising Agreement between Atlas Wine Merchants/Vincor International, the Vendor and Palladium, dated August 13, 2002 |
| 4. | Ottawa Senators Hockey Club Advertising Agreement between Automall Credit, the Vendor and Palladium, dated August 13, 2002 |
| 5. | Corel Centre Advertising Agreement between Bayshore Shopping Centre and the Vendor, dated February 25, 2002 |
| 6. | Corel Centre Advertising Agreement between Bearing Point, the Vendor and Palladium, dated November 15, 2002 |
| 7. | Corel Centre Advertising Agreement between Beyond 20/20, the Vendor and Palladium, dated July 24, 2001 |
| 8. | Corel Centre Advertising Agreement between Capital Office Interiors, the Vendor and Palladium, dated December 13, 2001 |
| 9. | Ottawa Senators Hockey Club Contra Agreement between Capital Publishers, the Vendor and Palladium, dated July 24, 2001 |
| 10. | Ottawa Senators Hockey Club Advertising Agreement between Catena Networks and the Vendor, dated May 27, 2002 |
| 11. | Publications Advertising Contract between Core Media Inc. and HYP&N (on behalf of CBC), dated July 24, 2001 |



TRADEMARK
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| B. | OTHER AGREEMENTS |
|---|---|
| 12. | Corel Centre Advertising Agreement between CD Warehouse, the Vendor and Palladium, dated December 13, 2001 |
| 13. | Corel Centre Advertising Agreement between Ceridian Canada Ltd. , the Vendor and Palladium, dated January 25, 2002 |
| 14. | Letter of Intent between Cognos and the Vendor, dated October 2, 2002 |
| 15. | Corel Centre Advertising Agreement between Cognicase Inc., the Vendor and Palladium, effective July 1, 2000 |
| 16. | Ottawa Senators Hockey Club / Corel Centre Advertising Agreement between Kanata CHL GP Ltd. o/a Comfort Inn, the Vendor and Palladium, dated December 13, 2001 |
| 17. | Ottawa Senators Hockey Club Advertising Agreement between Computer Associates, the Vendor and Palladium, dated December 19, 2002 |
| 18. | Ottawa Senators Hockey Club Advertising Agreement between Dixon MacCosham Van Lines Ltd., the Vendor and Palladium, dated December 19, 2002 |
| 19. | (i) Ottawa Senators Hockey Club Advertising Agreement between Dollco Printing and the Vendor, effective July 1, 2003; and<br>(ii) Ottawa Senators Hockey Club Advertising Agreement between Dollco Printing, Corel Centre and the Vendor, effective March 11, 2003 |
| 20. | Corel Centre Advertising Agreement between DY4 , the Vendor and Palladium, effective July 1, 2000 and Corel Centre Advertising Agreement between DY4, the Vendor and Palladium effective July 1, 2003 |
| 21. | Corel Centre Advertising Agreement between EDS, the Vendor and Palladium, effective July 1, 2000 |
| 22. | Corel Centre Advertising Agreement between Entrust, the Vendor and Palladium, effective October 22, 2001 |
| 23. | (i) Ottawa Senators Hockey Club Advertising Agreement between Fitness Depot and the Vendor, dated August 28, 2002; and<br>(ii) Ottawa Senators Hockey Club Advertising Agreement between Fitness Depot and the Vendor effective April 1, 2003 |
| 24. | Ottawa Senators Hockey Club Advertising Agreement between The Focus Centre and the Vendor, dated August 28, 2002 |
| 25. | Ottawa Senators Hockey Club Advertising Agreement between Frisby Tire Co. (1974) Ltd. and the Vendor, dated August 28, 2002 |
| 26. | Corel Centre Advertising Agreement between Fujitsu Consulting Canada, the Vendor and Palladium, effective August 12, 2002 |
| 27. | Corel Centre Advertising Agreement between Gallium Software Inc., the Vendor and Palladium, effective February 25, 2003 |
| 28. | Corel Centre Advertising Agreement between General Dynamics Canada, the Vendor and Palladium, effective May 14, 2002 |
| 29. | Ottawa Senators Hockey Club Advertising Agreement between Optimedia Canada for General Mills and the Vendor, dated December 19, 2002 |
| 30. | Ottawa Senators Hockey Club Advertising Agreement between Global Knowledge and the Vendor, dated December 19, 2002 |
| 31. | Corel Centre Advertising Agreement between Gowling Lafleur Henderson LLP, the Vendor and Palladium, dated July 15, 2002 |



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| B. | OTHER AGREEMENTS |
|---|---|
| 32. | Corel Centre Advertising Agreement between Henderson Security Solutions Inc., the Vendor and Palladium, dated August 13, 2002 |
| 33. | Corel Centre Advertising Agreement between Home Hardware Stores Ltd., the Vendor and Palladium, dated January 10, 2003 |
| 34. | Corel Centre Advertising Agreement between In Touch Survey Systems, the Vendor and Palladium, dated January 10, 2003 |
| 35. | Corel Centre Advertising Agreement between J.M. Schneider Inc., the Vendor and Palladium, dated February 6, 2001 |
| 36. | Corel Centre Advertising Agreement between John Vince Foods, the Vendor and Palladium, dated November 15, 2002 |
| 37. | Corel Centre Advertising Agreement between Karson Kartage Konstruction, the Vendor and Palladium, dated September 26, 2001 |
| 38. | Ottawa Senators/Corel Centre Advertising Agreement between Le Droit, the Vendor and Palladium, dated August 8, 2002 |
| 39. | Ottawa Senators/Corel Centre Advertising Agreement between Majic 100, the Vendor and Palladium, dated September 17, 2002 |
| 40. | Corel Centre Advertising Agreement between McCain Foods (Canada), the Vendor and Corel Centre, dated August 8, 2001 |
| 41. | Ottawa Senators Hockey Club Advertising Agreement between Thom Partners for Mennen (Colgate Palmolive) and the Vendor, dated September 27, 2002 |
| 42. | Corel Centre Advertising Agreement between Edgeflow Inc., the Vendor and Corel Centre, dated July 17, 2001 |
| 43. | Corel Centre Advertising Agreement between Mosaid Technologies Inc., the Vendor and Palladium, dated December 2, 2002 |
| 44. | Corel Centre Advertising Agreement between Mosaid Technologies Inc., the Vendor and Palladium, dated July 17, 2001 |
| 45. | Corel Centre Advertising Agreement between Williams Communications Solutions, the Vendor and Palladium, dated June 27, 2000 |
| 46. | Corel Centre Advertising Agreement between Effix Marketing pour Nicorette - Pharmacia, the Vendor and Palladium, dated June 27, 2000 |
| 47. | Ottawa Senators Hockey Club Advertising Agreement between OMD/TBWA-Chiat-Day for Nissan Canada Inc. and the Vendor, dated September 27, 2002 |
| 48. | Corel Centre Advertising Agreement between Nokia Products Ltd., the Vendor and Palladium, dated December 19, 2002 |
| 49. | Ottawa Senators Hockey Club Advertising Agreement between Ontario Lottery and Gaming Corporation and the Vendor, dated October 1, 2002 |
| 50. | Corel Centre Advertising Agreement between Ottawa Business Interiors, the Vendor and Palladium, dated November 5, 2002 |
| 51. | Ottawa Senators/Corel Centre Advertising Agreement between Ottawa Business Journal, the Vendor and Palladium, dated September 3, 2002 |
| 52. | Ottawa Senators Hockey Club Advertising Agreement between Ottawa Renegades Football Club Inc. and the Vendor, dated December 30, 2002 |



TRADEMARK
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| B. | OTHER AGREEMENTS |
|---|---|
| 53. | Ottawa Senators Hockey Club Advertising Agreement between Otto's BMW and the Vendor, dated February 4, 2003 |
| 54. | Corel Centre Advertising Agreement between Palladium Insurance, the Vendor and Palladium, dated June 24, 2002 |
| 55. | Ottawa Senators Hockey Club Advertising Agreement between Thorn Partners for Pentair Tools and the Vendor, dated September 27, 2002 |
| 56. | Corel Centre Advertising Agreement between Peregrine Systems Inc., the Vendor and Palladium, dated November 17, 2000 |
| 57. | Ottawa Senators Hockey Club Advertising Agreement between Pfizer Canada and the Vendor, dated February 10, 2003 |
| 58. | Corel Centre Advertising Agreement between Poppa Corn Corp., the Vendor and Palladium, dated June 25, 2001 |
| 59. | Ottawa Senators Hockey Club Advertising Agreement between PowerBar and the Vendor, dated January 22, 2002 |
| 60. | Corel Centre Advertising Agreement between PricewaterhouseCoopers LLP, the Vendor and Palladium, dated July 10, 2001 |
| 61. | Ottawa Senators Hockey Club Advertising Agreement between Pro Golf Discount and the Vendor, dated February 18, 2003 |
| 62. | Corel Centre Advertising Agreement between C-5 Group of Companies o/a Proshred, the Vendor and Palladium, dated March 25, 2002 |
| 63. | Corel Centre Advertising Agreement between Qunara Inc., the Vendor and Palladium, dated October 1, 2002 |
| 64. | Ottawa Senators Hockey Club Advertising Agreement between RE/MAX Promotions and the Vendor, dated August 29, 2002 |
| 65. | Corel Centre Advertising Agreement between Robbins Gioia LLC, the Vendor and Palladium, dated December 19, 2002 |
| 66. | Ottawa Senators/Corel Centre Advertising Agreement between Rogers Media Group and the Vendor & Corel Centre, dated July 26, 2002 |
| 67. | Ottawa Senators Hockey Club Advertising Agreement between Rogers Ottawa, Rogers Cable and the Vendor, dated January 30, 2003 |
| 68. | Corel Centre Advertising Agreement between ServiceMaster of Ottawa, the Vendor and Palladium, dated May 7, 2001 |
| 69. | Corel Centre Advertising Agreement between Sierra Systems Consultants Inc., the Vendor and Palladium, dated September 23, 2002 |
| 70. | Corel Centre Advertising Agreement between Sig Nus Signs Inc., the Vendor and Palladium, dated October 15, 2002 |
| 71. | Corel Centre Advertising Agreement between The Sign Shop, the Vendor and Palladium, dated August 14, 2002 |
| 72. | Corel Centre Advertising Agreement between Solectron, the Vendor and Palladium, dated October 9, 2002 |
| 73. | Ottawa Senators Hockey Club Advertising Agreement between Source for Sports and the Vendor, dated December 19, 2002 |
| 74. | Ottawa Senators Hockey Club Advertising Agreement between Sports Experts (Bayshore Shopping Centre) and the Vendor, dated October 28, 2002 |



TRADEMARK
REEL: 003443 FRAME: 0919

| B. | OTHER AGREEMENTS |
|---|---|
| 75. | Ottawa Senators Hockey Club Advertising Agreement between Sports Experts (Bayshore Shopping Centre) and the Vendor, dated November 5, 2002 |
| 76. | Ottawa Senators Hockey Club Advertising Agreement between Sports Experts (Bayshore Shopping Centre) and the Vendor, dated November 15, 2002 |
| 77. | Corel Centre Advertising Agreement between Stoneworks Technologies, the Vendor and Palladium, dated September 9, 2002 |
| 78. | Corel Centre Advertising Agreement between Sun Microsystems of Canada Inc., the Vendor and Palladium, dated April 3, 2000 |
| 79. | Ottawa Senators Hockey Club Advertising Agreement between Tele-Mobile Company c.o.b. TELUS Mobility and the Vendor, dated October 8, 2002 |
| 80. | Corel Centre Advertising Agreement between Total Media Systems Inc., the Vendor and Palladium, dated October 7, 2002 |
| 81. | Corel Centre Advertising Agreement between Tundra Semiconductor Corporation, the Vendor and Palladium, dated August 8, 2000 |
| 82. | Ottawa Senators Hockey Club Advertising Agreement between The Venture Group for Subway and the Vendor, dated October 22, 2002 |
| 83. | Corel Centre Advertising Agreement between Vital Link, the Vendor and Palladium, dated June 22, 1999 |
| 84. | Ottawa Senators Hockey Club Advertising Agreement between webHancer Corporation and the Vendor, dated October 26, 2000 |
| 85. | Corel Centre Advertising Agreement between M2Universal Communications Management (for Wendy's), the Vendor and Palladium, dated November 15, 2002 |
| 86. | Corel Centre Advertising Agreement between Celtic House International, the Vendor and Palladium, dated July 26, 2000 |
| 87. | Corel Centre Advertising Agreement between Weston Bakeries Ltd., the Vendor and Palladium, dated June 12, 2002 |
| 88. | Corel Centre Advertising Agreement between WorkDynamics Technologies, the Vendor and Palladium, dated November 26, 2002 |
| 89. | Ottawa Senators Hockey Club Advertising Agreement between Yamaha Motor Canada Ltd. and the Vendor, dated August 2, 2002 |
| 90. | Ottawa Senators Hockey Club Newspaper Network Agreement between The Daily Observer and the Vendor, dated August 28, 2002 |
| 91. | Ottawa Senators Hockey Club Newspaper Network Agreement between Standard Freeholder and the Vendor, dated August 28, 2002 |
| 92. | Ottawa Senators Hockey Club Sponsorship Agreement between Molson Québec and the Vendor effective November 1, 2002 |
| 93. | Ottawa Senators Hockey Club Sponsorship Agreement between Galeries de Hull and the Vendor effective November 1, 2002 |
| 94. | Ottawa Senators Hockey Club Sponsorship Agreement between Ginsberg Gingras and the Vendor effective November 1, 2002 |
| 95. | Ottawa Senators Hockey Club Advertising Agreement between Mycell Mobility Inc., Corel Centre and the Vendor effective October 4, 2002 |



TRADEMARK
REEL: 003443 FRAME: 0920

| B. | OTHER AGREEMENTS |
|---|---|
| 96. | Ottawa Senators Hockey Club Advertising Agreement between ClubLink Corporation and the Vendor effective September 25, 2000 |
| 97. | Corel Centre Advertising Agreement between CGI Group Inc., Palladium Corporation and the Vendor effective July 1, 2000 |
| 98. | Corel Centre Advertising Agreement between Nortel Networks Limited, Palladium Corporation and the Vendor effective October 22, 2001 |
| 99. | Ottawa Senators Hockey Club Advertising Agreement between ING Direct, Corel Centre and the Vendor effective March 1, 2003 |
| 100. | Ottawa Senators Hockey Club Advertising Agreement between Yamaha Motor Canada Ltd. and the Vendor effective March 1, 2003 |
| 101. | Ottawa Senators Hockey Club Advertising Agreement between Pentamark Worldwide Canada for the Chrysler Dealers Association, Corel Centre and the Vendor effective January 13, 2003 |
| 102. | Corel Centre Advertising Agreement between Bayshore Shopping Centre and the Vendor effective April 3, 2003 |
| 103. | Ottawa Senators Hockey Club Advertising Agreement between Bell Mobility, Palladium and the Vendor effective March 19, 2003 |
| 104. | Corel Centre Advertising Agreement between CS COOP, Palladium and the Vendor effective April 1, 2003 |
| 105. | Ottawa Senators Hockey Club Playoff Partnership Rounds 1 and 2 and 3 between Pizza Pizza, Corel Centre and the Vendor effective April 1, 2003 |
| 106. | Advertising Agreement between Dollco Printing and the Vendor dated April 7, 2003 |
| 107. | Advertising Agreement between Bearing Point and the Vendor dated March 20, 2003 |
| 108. | Advertising Agreement between Weston Bakeries and Palladium Corporation dated April 23, 2003 |
| 109. | Advertising Agreement between Thales Systems Canada, Palladium Corporation and the Vendor dated April 14, 2003 |
| 110. | Sponsorship Agreement between La Cage aux Sports de Gatineaux effective November 1, 2002 |
| 111. | Advertising Agreement between Hydro One, Palladium Corporation and the Vendor dated May 8, 2003 |

| C. | MISCELLANEOUS AGREEMENTS |
|---|---|
| 1. | Service Agreement between Sands First Medic, Ogden Palladium Services (Canada), Inc. and the Vendor dated September 4, 1998 |
| 2. | Letter Agreement dated January 17, 2001 between Rational Software Canada Co., Palladium Corporation, Palladium Development (Ottawa) Corporation and the Vendor |
| 3. | Support Services Agreement between Hewlett-Packard (Canada) Ltd. and the Vendor dated February 6, 2002 |
| 4. | Service Agreement between Kronos Computerized Time Systems Inc. and the Vendor /Corel Centre, effective May 1, 2002 |
| 5. | Platinum Support Services Agreement between Media 100 Inc. and the Vendor dated April 1, 2002 |
| 6. | Service Agreement No. 9LN-0026-98 between Hewlett-Packard (Canada) Co. and the Vendor effective October 1, 2002 |
| 7. | French Radio Broadcast Agreement dated October 24, 2002 between the Vendor and CJRC 1150 |



TRADEMARK
REEL: 003443 FRAME: 0921

| C. | MISCELLANEOUS AGREEMENTS |
|---|---|
| 8. | Affinity Agreement between MBNA Canada Bank and Ottawa Senators Hockey Club Limited Partnership dated February 28, 1998 (assigned to the Vendor on January 13, 1999) |
| 9. | Software Agreement between Surf Control and the Vendor dated November 25, 2002 |
| 10. | Westcon Pro Services Contract between Check Point Software Technologies Ltd./Westcon and the Vendor dated November 6, 2002 |
| 11. | The Player Contracts |
| 12. | The Coaches Contracts |
| 13. | The Leases |
| 14. | All contracts, agreements, undertakings, commitments, letters of intent, understandings, licenses, instruments, arrangements, leases or other documents, written or otherwise, concerning the following, including without limitation, all of the Vendor's right, title and interest in all season ticket agreements, suite license agreements, game day suite rental/licence agreements for hockey, and other agreements concerning the sale of tickets to Ottawa Senators Hockey Club hockey games and all other events at the Corel Centre. |
| 15. | AirMiles Reward Program Agreement between The Loyalty Group and the Vendor dated August 22, 1999 |
| 16. | Consumer Product Licensing Local Agreement between the Vendor and Chad Hollington Agencies, as extended June 6, 2003 |
| 17. | Consumer Product Licensing Local Agreement between Accolade Marketing Concepts and the Vendor dated November 29, 2002 |
| 18. | Asset Purchase Agreement dated April 29, 2002 between the Vendor and the B.C. Senators Inc., as amended July 30, 2002, August 30, 2002 and September 30, 2002. |
| 19. | Service Agreement No. 9LN-0026-98 between Hewlett-Packard (Canada) Co. and the Vendor effective March 1, 2003 |
| 20. | Property Tax Agreement dated April 20, 2000 between Palladium Corporation, the Vendor, Terrace Investments Limited, the NHL, the Corporation of the City of Kanata and the Regional Municipality of Ottawa-Carleton. |
| 21. | Mutual Release between Genoa Corporation, Palladium Corporation and the Vendor dated December 2, 2002. |

| D. | CONSULTANT AGREEMENTS |
|---|---|
| 1. | Consulting Agreement between the Vendor and Dr. Donald Chow dated August 19, 2002 |
| 2. | Scouting Services Agreement between the Vendor and Mr. Nick Polano dated September 3, 2002 |
| 3. | Consulting Agreement between the Vendor and John Phelan dated August 13, 2002 |
| 4. | Consulting Agreement between the Vendor and PowerPlay International (Lewis Mongelluzzo) dated June 26, 2002 |
| 5. | Consulting Agreement between the Vendor and Patrick Savard dated June 26, 2002 |
| 6. | Scouting Services Agreement between the Vendor and George Fargher dated June 26, 2002 |
| 7. | Consulting Agreement between the Vendor and K.W. Associates (Ken Williamson) dated June 26, 2002 |
| 8. | Consulting Agreement between the Vendor and Vaclav Burda dated September 1, 2001 |
| 9. | Consulting Agreement between the Vendor and Robert (Max) Offenberger dated October 8, 2002 |
| 10. | Consulting Agreement between the Vendor and Iikka Ikonen dated June 26, 2002 |



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| D. | CONSULTANT AGREEMENTS |
|---|---|
| 11. | Scouting Services Agreement between the Vendor and Boris Shagas dated July 1, 2002 |
| 12. | Consulting Agreement between the Vendor and Robert Berry dated June 26, 2002 |

| E. | TRUST AGREEMENTS |
|---|---|
| 1. | Trust Agreement dated October 29th, 2001 between the Vendor and Brigitte Monika Murphy and David Vicic re: deferred compensation arrangement with Michael Andrew Fisher. |
| 2. | Deed of Trust dated January 1st, 2002 between the Vendor and William Johnston re: deferred compensation arrangement with Magnus Arvedson |
| 3. | Deed of Trust dated October 30th, 2001 between the Vendor and Barry Klarberg re: deferred compensation arrangement with Curtis Leschyshyn |
| 4. | Trust Agreement dated October 22nd, 2001 between the Vendor, M.R.S. Trust Company and Shane Hnidy concerning Employee Benefit Plan |
| 5. | Trust Agreement dated September 1st, 1999 between the Vendor, M.R.S. Trust Company and Wade Redden concerning Employee Benefit Plan |
| 6. | Any and all trust agreements concerning deferred compensation arrangement with Daniel Alfredsson |
| 7. | Retirement Compensation Agreement dated July 1st, 2002 between Roy A. Mlakar and Richard Grant (as custodians), the Vendor and Roy A. Mlakar |
| 8. | Deed of Trust dated October 1st, 2001 between the Vendor and William Johnston concerning pension contributions for Jacques Martin |
| 9. | Trust Agreement dated December 12th, 1997, as amended October 29th, 2001, between OSHCLP (assigned to the Vendor on January 13, 1999), M.R.S. Trust Company and Alexei Yashin concerning deferred compensation arrangement |

## VIII. INSURANCE POLICIES

| NAME OF INSURER | TYPE OF COVERAGE |
|---|---|
| Affiliated FM | Property |
| Affiliated FM | Business Interruption |
| Gerling Canada Insurance Company | Contingent Boiler & Machinery |
| ACE/INA | Automobile |
| Chubb Insurance Company of Canada<br>Chubb Federal Insurance Company | Other – League Mandated & Controlled Coverage |
| Encon Group Inc. | Errors and Omissions Insurance for Medical Doctors |
| Commerce & Industry Insurance Company | Excess Errors and Omissions Liability - Canadian Physicians of 6 NHL Teams in Canada |
| | Various Individual Insurance Policies (that relate to the Business) |



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## IX. PERSONAL PROPERTY LEASES

| NO. | LEASE |
|---|---|
| 1. | Lease Agreement dated November 14, 2001 between National Leasing Group Inc. and the Vendor (lease no. 2133661) (re: 4 Motorola EX500 2-way radios) |
| 2. | Lease Agreement dated November 1, 2002 between Myers Leasing Services and the Vendor (re: 2003 Cadillac CTS) |
| 3. | Lease Agreement dated December 1, 2000 between Image Financial Services Inc. and the Vendor (contract no. 661133) (re: Canon Equipment) |
| 4. | Lease Agreement effective October 1, 1999 between Belisle Automobiles Inc. and the Vendor (unit no. 4800) (re: 1999 Chevrolet Cube Van) |
| 5. | Lease Agreement dated August 17, 2001 between GMAC Leaseco Limited and the Vendor (deal no. 6711) (re: 2001 Pontiac Bonneville) |
| 6. | Lease Agreement dated July 28, 1998 between Pitney Bowes Leasing, a division of Pitney Bowes of Canada Ltd. (lease no. 192911) (re: E111 Postage Meter, PDX1 Paragon, UP 45KG Platform, ULCP Printer, UA16 Dept. Accounting) |
| 7. | Lease Agreement dated October 10, 2002 between MTC Leasing Inc. and the Vendor (lease no. 98328) (re: dumbbells and dumbbell racks) |
| 8. | Lease Agreement dated July 17, 2001 between GMAC Leaseco Limited and the Vendor (re: 2001 GMC Yukon) |
| 9. | Lease Agreement dated July 27, 2001 between GMAC Leaseco Limited and the Vendor (deal no. 84958) (re: 2002 GMC Envoy) |
| 10. | Lease Agreement dated July 19, 2001 between GMAC Leaseco Limited and the Vendor (deal no. 5306) (re: 2001 Chevrolet Blazer) |
| 11. | Lease Agreement (undated) between GMAC Leaseco Limited, Dave John Ready and the Vendor (re: 2001 Saab 9-3) |
| 12. | Lease Agreement dated August 2, 2001 between GMAC Leaseco Limited and the Vendor (deal no. 90943) (re: 2001 Pontiac Montana) |
| 13. | Lease Agreement dated July 27, 2001 between GMAC Leaseco Limited and the Vendor (re: 2001 Chevrolet Blazer) |
| 14. | Lease Agreement dated September 4, 2001 between GMAC Leaseco Limited and the Vendor (application no. K9913) (re: 2001 Chevrolet Impala) |
| 15. | Lease Agreement dated September 20, 2002 between GMAC Leaseco Limited and the Vendor (deal no. 62833) (re: 2002 Oldsmobile Bravada) |

## X. REAL PROPERTY LEASES

1. Lease Agreement dated as of January 15, 1996 between Ottawa Senators Hockey Club Limited Partnership ("OSHCLP") (assigned to the Vendor on January 13, 1999) and Palladium Corporation ("Palladium") as amended January 16, 2001 relating to the lease of certain office premises located within the Corel Centre.

2. Lease Agreement dated as of April 30, 1994 between OSHCLP (assigned to Vendor on January 13, 1999) and Palladium as amended January 15, 1996 relating to the lease of approximately 2,150 sq. ft. within the Ottawa Palladium (since re-named the Corel Centre) for the operation of a hockey souvenir and merchandise store.



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3. Suite License Agreements between Palladium and Ottawa Senators Hockey Club (on behalf of the Vendor) in respect of Suites 110D, 417, 116B, 410 and 222B with a term from July 1, 2001 to June 30, 2004.

4. Rental Agreement between CDS Store-All Ltd. and the Vendor dated June, 2002.

## XI. EXCLUDED ASSETS

Pursuant to section 2.2 of the Purchase Agreement, and Schedule 2.2 of the Purchase Agreement, certain assets are excluded from this purchase.



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IN THE MATTER OF THE *COMPANIES CREDITORS ARRANGEMENT* ACT, R.S.C. 1985, c.C-36 AND THE *BUSINESS CORPORATIONS* ACT, R.S.O. 1990, c. B-16; AND IN THE MATTER OF A PROPOSED PLAN OF ARRANGEMENT AMONGST THE OTTAWA SENATORS HOCKEY CLUB CORPORATION ET AL.
Applicants

Court File No. 03-CV-22850

**ONTARIO**
**SUPERIOR COURT OF JUSTICE**

Proceeding Commenced at Ottawa

**VESTING ORDER**

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as Court-Appointed Monitor of the Applicants

Box 368

RECORDED: 12/14/2006

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