

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coyotes Hockey, LLC		02/24/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	National Hockey League
Street Address:	1185 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	joint venture organized as an unincorporated association not-for-profit: CANADA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Serial Number:	77511584	
Serial Number:	77511579	
Registration Number:	2661949	COYOTES
Serial Number:	76538589	PHX
Registration Number:	2957730	
Registration Number:	2955445	PHX
Registration Number:	3007665	
Registration Number:	2578136	COYOTES
Registration Number:	2424929	PHOENIX COYOTES
Registration Number:	2380959	WHITEOUT
Registration Number:	2114731	
Registration Number:	2143353	
Registration Number:	2141400	
Registration Number:	2145206	

CH \$465.00 77511584

Registration Number:	2264279	
Registration Number:	2232638	STREET COYOTES
Registration Number:	2109714	PHOENIX COYOTES
Registration Number:	2109713	PHOENIX COYOTES

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Aprs, Slate, Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Attn: Matthew Fagin, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	400990/24
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	02/26/2009

Total Attachments: 8
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif

EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

between

COYOTES HOCKEY, LLC,
as Assignor

and

NATIONAL HOCKEY LEAGUE,
as Assignee

Dated as of February 24, 2009

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of February 24, 2009, is entered into between Coyotes Hockey, LLC, a Delaware limited liability company (the "Assignor") and the National Hockey League, a joint venture organized as an unincorporated association not-for-profit (together with its successors and assigns in such capacity, the "Assignee"). Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of the date hereof, between the Assignor and the Assignee (the "Security Agreement").

PRELIMINARY STATEMENTS

1. Pursuant to that certain Secured Credit Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Secured Credit Agreement"), between the Assignor and the Assignee, the Assignee may from time to time provide financing to the Assignor upon the terms and conditions set forth therein (the "Financing").

2. Pursuant to the Security Agreement, the Assignor is granting a security interest to the Assignee in certain collateral, including the Trademarks (as defined herein).

3. It is a condition to the Assignee making available the Financing that, among other things, the Assignor shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Assignee to enter into the Secured Credit Agreement and to make available the Financing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Grant of Security Interest.

(a) Pursuant to Section 2(e) of the Security Agreement, as security for the prompt and complete payment and performance in full of the Obligations, the Assignor hereby assigns, pledges, and transfers to the Assignee a security interest in and continuing Lien on all of its right, title, and interest in, to, and under the Trademarks, in each case whether now owned or existing or hereafter acquired or arising, and wherever located.

(b) For purposes of this Agreement, "Trademarks" shall mean all of the Assignor's right, title, and interest in and to all United States and other trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof (including, without limitation, each trademark, trade name, trade dress, registration and application identified in Schedule A attached hereto and incorporated herein by reference) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including, without limitation, damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law), and all other rights of any kind whatsoever of the Assignor accruing

thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark.

(c) Schedule A hereto contains a true and accurate list of all of the Assignor's U.S., state and foreign Trademark registrations and applications.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Secured Credit Agreement) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, in the other Loan Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

Section 2. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Assignor authorizes the Assignee, upon notice to the Assignor, to modify this Agreement in the name of and on behalf of the Assignor without obtaining the Assignor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title, or interest in any Trademark owned or subsequently acquired by the Assignor. The Assignor additionally agrees to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title, or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

Section 3. Termination of Agreement. When the Obligations have been indefeasibly paid and performed in full, this Agreement shall terminate and the Assignee, at the request and sole expense of the Assignor, will execute and deliver to the Assignor the proper instruments acknowledging termination of this Agreement and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Trademarks not theretofore disposed of, applied to, or released from the security interest created hereby and under the Security Agreement.

Section 4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

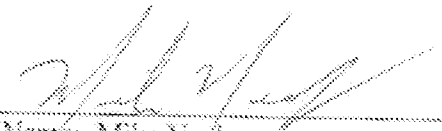
Section 6. Obligations of the Assignor. The Assignor hereby agrees that its obligations hereunder and under each of the other Loan Documents will be performed strictly in accordance with the terms hereof or thereof, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Assignee with respect thereto. The obligations of the Assignor hereunder and under each other Loan Document shall be absolute, unconditional, present and continuing.

Section 7. Confidentiality. Except as required by Law, neither this Agreement, nor the other Loan Documents, nor their contents, nor the identity of the Lender, its limited partners, general partners, economic owners or any entity or individual that is an Affiliate of the Lender, nor the transactions contemplated by the Loan Documents, will be disclosed publicly or privately by the Borrower, except on a confidential basis to those individuals who are the Borrower's directors, officers, advisors, counsel and accountants, and to the NHL, in each case on a need-to-know basis, in connection with the transactions contemplated by the Loan Documents as a result of such persons being specifically involved in such transactions and then only on the condition that such matters may not, except as required by Law, be further disclosed. The Borrower shall keep and shall cause its Affiliates to keep confidential the identity of the Lender and any entity or individual that is affiliated with the Lender.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

COYOTES HOCKEY, LLC
("Assignor")

By: 
Name: Mike Nealy
Title: Chief Financial Officer

NATIONAL HOCKEY LEAGUE
("Assignee")

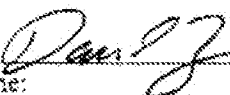
By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

COYOTES HOCKEY, LLC
("Assignor")

By: _____
Name: Mike Nealy
Title: Chief Financial Officer

NATIONAL HOCKEY LEAGUE
("Assignee")

By:  _____
Name:
Title: David Zimmerman
Executive Vice President
General Counsel

FEDERAL TRADEMARKS

	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Date Reg.</u>	<u>Date Filed</u>	<u>Record Owner</u>
1		77511584		6/30/2008	Coyotes Hockey, LLC
		77511579		6/30/2008	Coyotes Hockey, LLC
2		76241556	12/17/2002	4/16/2001	Coyotes Hockey, LLC
3	2861949	76538589		8/19/2003	Coyotes Hockey, LLC
4					
		76538588	5/31/2005	8/19/2003	Coyotes Hockey, LLC
5	2957730	76538279	5/24/2005	8/19/2003	Coyotes Hockey, LLC
6	2955445				
		76538273	10/18/2005	8/19/2003	Coyotes Hockey, LLC
7	3007665	76241560	6/11/2002	4/16/2001	Coyotes Hockey, LLC
8	2578136	75834027	1/30/2001	10/28/1999	Coyotes Hockey, LLC
9	2424929	75665862	8/29/2000	4/19/1999	Coyotes Hockey, LLC
10	2380959				
		75085000	11/18/1997	4/8/1996	Coyotes Hockey, LLC
11	2114731				
		75108115	3/10/1998	5/22/1996	Coyotes Hockey, LLC
12	2143353	75079774	3/3/1998	3/28/1996	Coyotes Hockey, LLC
13	2141400	75077583	3/18/1998	3/25/1996	Coyotes Hockey, LLC
14	2145206				
		75391651	7/27/1999	11/17/1997	Coyotes Hockey, LLC
15	2264279	75161959	3/16/1999	10/6/1996	Coyotes Hockey, LLC
16	2232638	75042589	10/28/1997	1/12/1996	Coyotes Hockey, LLC
17	2109714	75042567	10/28/1997	1/12/1996	Coyotes Hockey, LLC
18	2109713				

ARIZONA TRADEMARKS

<u>Mark</u>	<u>File ID</u>	<u>Date Begin</u>	<u>Application Date</u>	<u>Record Owner</u>
1 Stylized Coyote Wearing Hockey Uniform and Holding Hockey Stick Above Words "Phoenix Coyotes"	37548	4/8/1996	4/26/1996	Coyotes Hockey, LLC

ARIZONA TRADE NAMES

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

CANADIAN TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Date Reg.</u>	<u>Date Filed</u>	<u>Record Owner</u>
1 Coyote Wear	TMA350446	599592	1/27/1989	1/27/1989	Coyotes Hockey, LLC
2 Coyote Head Design	TMA509163	808191	3/11/1999	3/26/1996	Coyotes Hockey, LLC
3 Running Coyotes Design		1402052		7/3/2008	Coyotes Hockey, LLC
4 PHX Design		1188340		9/4/2003	Coyotes Hockey, LLC
5 Coyote Design (Phoenix)	TMA574806	1188337	10/13/2006	9/4/2003	Coyotes Hockey, LLC
6 Phoenix Coyotes	TMA511208	813203	4/28/1999	5/22/1996	Coyotes Hockey, LLC
7 Coyotes	TMA534118	808058	10/5/2000	3/25/1996	Coyotes Hockey, LLC
8 Coyotes & Design	TMA510684	813594	4/12/1999	5/27/1996	Coyotes Hockey, LLC
9 Arizona Coyotes		1106665		6/18/2001	Coyotes Hockey, LLC