

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 Newco, LLC		11/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
NHL Coyotes Holdings, LLC		11/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
Arena Newco, LLC		11/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SOF INVESTMENTS, L.P. - Private XIII		
Street Address:	645 5th Avenue		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
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	

CH \$465.00 77511584

Registration Number:	2114731	
Registration Number:	2143353	
Registration Number:	2141400	
Registration Number:	2145206	
Registration Number:	2264279	
Registration Number:	2232638	STREET COYOTES
Registration Number:	2109714	PHOENIX COYOTES
Registration Number:	2109713	PHOENIX COYOTES

CORRESPONDENCE DATA

Fax Number: (713)615-5803
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713-758-1105
Email: sbrown@velaw.com
Correspondent Name: W. Scott Brown
Address Line 1: 1001 Fannin
Address Line 2: 2500 First City Tower
Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER:	MSD100/67000
NAME OF SUBMITTER:	W. Scott Brown
Signature:	/wsb/
Date:	11/04/2009

Total Attachments: 9
source=Coyotes SOF Trademark Security Agreement _2_#page1.tif
source=Coyotes SOF Trademark Security Agreement _2_#page2.tif
source=Coyotes SOF Trademark Security Agreement _2_#page3.tif
source=Coyotes SOF Trademark Security Agreement _2_#page4.tif
source=Coyotes SOF Trademark Security Agreement _2_#page5.tif
source=Coyotes SOF Trademark Security Agreement _2_#page6.tif
source=Coyotes SOF Trademark Security Agreement _2_#page7.tif
source=Coyotes SOF Trademark Security Agreement _2_#page8.tif
source=Coyotes SOF Trademark Security Agreement _2_#page9.tif

TRADEMARK SECURITY AGREEMENT

between

**COYOTES NEWCO, LLC,
NHL COYOTES HOLDINGS, LLC
and
ARENA NEWCO, LLC,
as Assignors**

and

**SOF INVESTMENTS, L.P. – PRIVATE XIII,
as Assignee**

Dated as of November 2, 2009

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 2, 2009, is entered into among Coyotes Newco, LLC, a Delaware limited liability company (the “Borrower”), NHL Coyotes Holdings, LLC, a Delaware limited liability company (“Coyotes Holdings”), Arena Newco, LLC, a Delaware limited liability company (“Arena Holdings” and, together with the Borrower and Coyotes Holdings, the “Assignors”), and SOF INVESTMENTS, L.P. – Private XIII, a Delaware limited partnership (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 Assignors and the Assignee (the “Security Agreement”).

PRELIMINARY STATEMENTS

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

2. Pursuant to the Security Agreement, the Assignors are 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 Assignors 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 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. Capitalized Terms. Capitalized Terms not otherwise defined therein shall have the meanings set forth in the Security Agreement.

Section 2. 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 Assignors hereby collaterally assign, pledge, and transfer to the Assignee a security interest in and Lien on all of their rights, titles, and interests in, to, and under the Trademarks, whether now owned or hereafter acquired.

(b) For purposes of this Agreement, “Trademarks” shall mean all of the Assignors’ rights, titles, and interests 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, and all other rights of any kind whatsoever of the Assignors accruing thereunder, together, in each case, with the goodwill of the business connected with the use of and symbolized by, each such trademark, service mark, trade name or trade dress. Notwithstanding the foregoing, the "Trademarks" shall not include any applications for trademarks or service marks filed in the U.S. Patent and Trademark Office on the basis of the Assignor's intent to use such mark unless and until evidence of use of the mark in interstate commerce is submitted to the patent and Trademark Office pursuant to 15 U.S.C. 1051, Section 1(c) or Section 1(d), whereupon such trademark or service mark application shall be deemed part of the Collateral without any further act or filing.

(c) Schedule A hereto contains a true and accurate list of all of the Assignors' 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 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. To the extent a term or provision of this Agreement conflicts with the Security Agreement and is not dealt with more specifically herein, the Security Agreement shall control with respect to such term or provision.

Section 3. 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 Assignors authorize the Assignee, upon notice to the Assignors, to modify this Agreement in the name of and on behalf of the Assignors without obtaining the Assignors' signatures 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 Assignors. The Assignors additionally agree to execute any additional agreement or amendment hereto as may be reasonably 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 4. Termination of Agreement. When the Obligations have been paid in full and the Loan has expired or terminated, the security interest granted hereby shall terminate and all rights in the Trademarks shall revert to Assignors. Upon any such termination, the Lender will, at the Grantors' request and at the Grantors' expense, promptly execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

Section 5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST 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 6. 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. Delivery of an executed signature page of this Agreement by electronic (in .PDF or similar format) or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 7. Confidentiality. Except as required by Law, or in connection with the perfection, recordation, or enforcement of Assignees' interests in the Collateral, or the exercise of Assignee's remedies under the Loan Documents, neither this Agreement, nor the other Loan Documents, nor their contents, nor the identity of the Assignee, its limited partners, general partners, economic owners or any entity or individual that is an Affiliate of the Assignee, nor the transactions contemplated by the Loan Documents, will be disclosed publicly or privately by the Assignors, except on a confidential basis to those individuals who are the Assignors' directors, officers, advisors, counsel and accountants, and to the Assignee, 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, or as above, be further disclosed.

Section 8. Intercreditor Agreement.

(a) For so long as the Intercreditor Agreement shall be in full force and effect and the NHL Loan Documents shall require the delivery of possession or control to the NHL of any portion of the Collateral, any covenant hereunder requiring (or any representation or warranty hereunder to the extent that it would have the effect of requiring) the delivery of possession or control to the Lender of such Collateral (other than Collateral in respect of which the Lender may also have control at the same time as the NHL has such control) shall be deemed to have been satisfied (or, in the case of any representation and warranty, shall be deemed to be true) if, prior to the discharge of the obligations under the NHL Credit Agreement, such possession or control shall have been delivered to the NHL, as provided in the Intercreditor Agreement.

(b) REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF THE DATE HEREOF (AS AMENDED, AMENDED AND RESTATED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), AMONG THE LENDER AND THE NHL. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE LENDER, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE LENDER IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[Signature page follows]

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COYOTES NEWCO, LLC
("Assignor")

By: *W.H.Y.*
Name:
Title:

NHL COYOTES HOLDINGS, LLC
("Assignor")

By: *W.H.Y.*
Name:
Title:

ARENA NEWCO, LLC
("Assignor")

By: *W.H.Y.*
Name:
Title:

SOF INVESTMENTS, L.P. – PRIVATE XIII
("Assignee")

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COYOTES NEWCO, LLC
("Assignor")

By: _____
Name:
Title:

NHL COYOTES HOLDINGS, LLC
("Assignor")

By: _____
Name:
Title:

ARENA NEWCO, LLC
("Assignor")

By: _____
Name:
Title:

SOF INVESTMENTS, L.P. - PRIVATE XIII
("Assignee")

By:  _____
Name: Marcello Liguori
Title: Authorized Signatory

FEDERAL TRADEMARKS

	<u>Mark</u>	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Date Req.</u>	<u>Date Filed</u>	<u>Record Owner</u>
1	Coyote Jumping (Design only)		77511584		6/30/2008	Coyotes Newco, LLC
2	Coyote Jumping (Design only)		77511579		6/30/2008	Coyotes Newco, LLC
3	Coyotes	2661949	76241556	12/17/2002	4/16/2001	Coyotes Newco, LLC
4	PHX and Design Coyote Head		76538589		8/19/2003	Coyotes Newco, LLC
5	(Design only)	2957730	76538588	5/31/2005	8/19/2003	Coyotes Newco, LLC
6	PHX and Design Coyote Head	2955445	76538279	5/24/2005	8/19/2003	Coyotes Newco, LLC
7	(Design only)	3007665	76538273	10/18/2005	8/19/2003	Coyotes Newco, LLC
8	Coyotes	2578136	76241560	6/11/2002	4/16/2001	Coyotes Newco, LLC
9	Phoenix Coyotes	2424929	75834027	1/30/2001	10/28/1999	Coyotes Newco, LLC
10	Whiteout Crescent Moon	2380959	75686862	8/29/2000	4/19/1999	Coyotes Newco, LLC
11	(Design only) Coyote Hockey Player	2114731	75085000	11/18/1997	4/8/1996	Coyotes Newco, LLC
12	(Design only)	2143353	75108115	3/10/1998	5/22/1996	Coyotes Newco, LLC
13	Coyote Head	2141400	75079774	3/3/1998	3/28/1996	Coyotes Newco, LLC
14	Coyote Head Coyote Hockey Player	2145206	75077583	3/18/1998	3/25/1996	Coyotes Newco, LLC
15	(Design only)	2264279	75391651	7/27/1999	11/17/1997	Coyotes Newco, LLC
16	Street Coyotes	2232638	75161959	3/16/1999	10/6/1996	Coyotes Newco, LLC
17	Phoenix Coyotes	2109714	75042569	10/28/1997	1/12/1996	Coyotes Newco, LLC
18	Phoenix Coyotes	2109713	75042567	10/28/1997	1/12/1996	Coyotes Newco, LLC

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"	37546	4/8/1996	4/26/1996	Coyotes Newco, 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 Newco, LLC
2 Phoenix Coyotes Hockey	157725	4/8/1996	4/26/1996	Coyotes Newco, 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	1/27/1988	Coyotes Newco, LLC
2 Coyote Head Design	TMA509163	808191	3/11/1999	3/26/1996	Coyotes Newco, LLC
3 Running Coyotes Design		1402052		7/3/2008	Coyotes Newco, LLC
4 PHX Design		1188340		9/4/2003	Coyotes Newco, LLC
5 Coyote Design (Phoenix)	TMA674806	1188337	10/13/2006	9/4/2003	Coyotes Newco, LLC
6 Phoenix Coyotes	TMA511208	813203	4/28/1999	5/22/1996	Coyotes Newco, LLC
7 Coyotes	TMA534118	808058	10/5/2000	3/25/1996	Coyotes Newco, LLC
8 Coyotes & Design	TMA510684	813594	4/12/1999	5/27/1996	Coyotes Newco, LLC
9 Arizona Coyotes		1106665		6/18/2001	Coyotes Newco, LLC