

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
SOF INVESTMENTS, L.P. - Private XIII		10/01/2013	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	ICEARIZONA HOCKEY CO LP
Street Address:	5709 VAL VERDE STREET, SUITE 100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	NHL COYOTES HOLDINGS, LLC
Street Address:	5709 VAL VERDE STREET, SUITE 100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	ICEARIZONA MANAGER CO LP
Street Address:	5709 VAL VERDE STREET, SUITE 100
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77057
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3693760	
Registration Number:	3702820	

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

**CORRESPONDENCE DATA**

Fax Number: 6508385109  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 650-838-3743  
Email: jlik@shearman.com  
Correspondent Name: Michael Jokic  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	38311-2
NAME OF SUBMITTER:	MICHAEL JOKIC
Signature:	/MICHAEL JOKIC/
Date:	10/02/2013

Total Attachments: 5  
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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of October 1, 2013, is made by SOF Investments, L.P. – Private XIII, a Delaware limited partnership (together with its successors and assigns, the "Assignor"), in favor of IceArizona Hockey Co LP, a Delaware limited partnership formerly known as Coyotes Newco, LLC (the "Borrower"), NHL Coyotes Holdings, LLC, a Delaware limited liability company ("Coyotes Holdings") and IceArizona Manager Co LP, a Delaware limited partnership formerly known as Arena Newco, LLC ("Arena Holdings" and, together with the Borrower and Coyotes Holdings, the "Assignees").

### **PRELIMINARY STATEMENTS**

1. The Assignees and Assignor are party to that certain Trademark Security Agreement, dated as of November 2, 2009 (the "Trademark Security Agreement").

2. Pursuant to the Trademark Security Agreement, the Assignees granted to the Assignor a security interest in and continuing Lien on (together, the "Security Interest") all of the Assignees' rights, titles and interests in, to and under the Trademarks, including the trademarks, trademark registrations and trademark applications set forth on Schedule A attached thereto (together, the "Trademark Collateral").

3. The Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 4, 2009 at Reel/Frame No. 4090/0826.

4. The Assignor desires to terminate, discharge and release its Security Interest in all of the Assignees' rights, titles and interests in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignees as follows:

**Section 1. Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Trademark Security Agreement.

#### **Section 2. Release of Security Interest.**

(a) The Assignor hereby terminates, releases and discharges fully its Security Interest in all of the Assignees' rights, titles and interests in, to and under the Trademark Collateral, including the trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto.

(b) The Assignor hereby authorizes the Assignees, or the Assignees' authorized representatives to: (i) record this Release with the United States Trademark and Patent Office and/or the Canadian Intellectual Property Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the release of any security interest of the Assignor in the Trademark Collateral, and/or (iii) otherwise file this Release. The

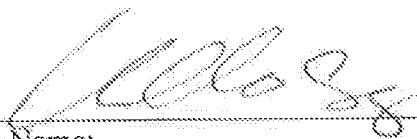
Assignor further agrees to execute and deliver to the Assignees any and all further documents and instruments, and do any and all further acts which the Assignees (or their agents or designees) reasonably request in order to confirm this Release and the Assignees' rights, titles and interests in, to and under the Trademark Collateral.

**Section 3. GOVERNING LAW. THIS RELEASE 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 GRANTED TO THE ASSIGNOR UNDER THE TRADEMARK SECURITY AGREEMENT, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL, WAS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has duly executed and delivered, by its duly authorized officer, this RELEASE OF SECURITY INTEREST IN TRADEMARKS as of the date first written above.

SOF INVESTEMENTS, L.P. – PRIVATE XIII,  
as Assignor

By:   
Name: \_\_\_\_\_  
Title: **Marcello Liguori**  
**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)	3693760	77511584	10/6/2009	6/30/2008	Coyotes Newco, LLC
2	Coyote Jumping (Design only)	3702820	77511579	10/27/2009	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	2380959	75686862	8/29/2000	4/19/1999	Coyotes Newco, LLC
11	Crescent Moon (Design only)	2114731	75085000	11/18/1997	4/8/1996	Coyotes Newco, LLC
12	Coyote Hockey Player (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	2145206	75077583	3/18/1998	3/25/1996	Coyotes Newco, LLC
15	Coyote Hockey Player (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>Date Renewed</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	4/4/2006	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