

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Conveying party Florida Everblades, LLC is a Michigan LLC registered to do business in Florida but is not a Florida LLC previously recorded on Reel 003347 Frame 0592. Assignor(s) hereby confirms the Limited Liability Company: Florida, should read Limited Liability Company: Michigan.

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Florida Everblades, LLC		09/22/2005	LIMITED LIABILITY COMPANY: MICHIGAN

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ECHL Inc.
<b>Street Address:</b>	116 Village Blvd
<b>City:</b>	Princeton
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08540
<b>Entity Type:</b>	Non Profit Corporation: VIRGINIA

<b>PROPERTY NUMBERS Total: 8</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2276628	FLORIDA EVERBLADES
Registration Number:	2279979	FLORIDA EVERBLADES
Registration Number:	0280055	
Registration Number:	2280056	FLORIDA EVERBLADES
Registration Number:	2499885	SWAMPEE
Registration Number:	2450516	SWAMPEE
Registration Number:	2452419	
Registration Number:	2631808	

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	3367237201
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>	

OP \$215.00 2276628

*via US Mail.*

Phone: (336)723-7200  
Email: cotis@hendricklawfirm.com  
Correspondent Name: Kenneth C. Otis  
Address Line 1: 723 Coliseum Drive  
Address Line 2: Suite 101  
Address Line 4: Winston-Salem, NORTH CAROLINA 27106

NAME OF SUBMITTER:	Kenneth C. Otis
Signature:	/kenneth c otis/
Date:	01/16/2014
Total Attachments: 6 source=FLORIDA EVERBLADES#page1.tif source=FLORIDA EVERBLADES#page2.tif source=FLORIDA EVERBLADES#page3.tif source=FLORIDA EVERBLADES#page4.tif source=FLORIDA EVERBLADES#page5.tif source=Florida Everblades coversheet#page1.tif	

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Florida Everblades, LLC

- |  |  |
|--|--|
| <input type="checkbox"/> Individual(s)   | <input type="checkbox"/> Association         |
| <input type="checkbox"/> General Partnership                                   | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Corporation- State: _____                             |  |
| <input checked="" type="checkbox"/> Other <u>Limited Liability Corporation</u> |  |

Citizenship (see guidelines) Florida

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) September 22, 2005

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Assignment | <input type="checkbox"/> Merger         |
| <input type="checkbox"/> Security Agreement    | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Other _____           |   |

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  
 No

Name: ECHL Inc.,

Internal

Address: Suite 304

Street Address: 116 Village Blvd.

City: Princeton

State: New Jersey

Country: USA Zip: 08540

- |   |                   |
|---|-------------------|
| <input type="checkbox"/> Association  | Citizenship _____ |
| <input type="checkbox"/> General Partnership  | Citizenship _____ |
| <input type="checkbox"/> Limited Partnership  | Citizenship _____ |
| <input type="checkbox"/> Corporation  | Citizenship _____ |
| <input checked="" type="checkbox"/> Other <u>Non profit corp.</u> Citizenship <u>Virginia</u> |                   |

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,276,628; 2,279,979; 2,280,055; 2,280,056; 2,499,885;  
2,450,516; 2,452,419; 2,631,808

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
Florida Everblades word mark (Nos. 2,276,628; 2,279,979); Florida Everblades with aligator logo (Nos. 2,280,055; 2,280,056);  
Swampee mark (Nos. 2,499,885; 2,450,516); Aligator logo (No. 2,452,419); Aligator with hockey stick logo (No. 2,452,419)

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Kenneth C. Otis

Internal Address: Suite 101

Street Address: 723 Coliseum Drive

City: Winston-Salem

State: North Carolina Zip: 27106

Phone Number: (336)723-7200

Fax Number: (336)723-7201

Email Address: cotis@hendricklawfirm.com

**6. Total number of applications and registrations involved:**

8

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 215.00

- |   |
|---|
| <input checked="" type="checkbox"/> Authorized to be charged by credit card |
| <input type="checkbox"/> Authorized to be charged to deposit account        |
| <input type="checkbox"/> Enclosed   |

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name Kenneth C. Otis

**9. Signature:**

/kenneth c. otis/

Signature

February 21, 2006

Date

Kenneth C. Otis

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 005195 FRAME: 0767**

**TRADEMARK ASSIGNMENT TO ECHL INC.**



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


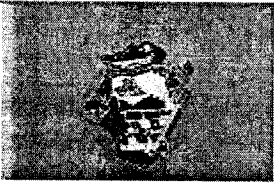
**WITNESSETH:**

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

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

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

<b>Mark</b>	<b>Registration or Application No.</b>
FLORIDA EVERBLADES	2,276,628
FLORIDA EVERBLADES	2,279,979
	2,280,055
	2,280,056
SWAMPEE	2,499,885

Mark	Registration or Application No.
SWAMPEE	2,450,516
	2,452,419
	2,631,808

of ECHL Properties, LLC (“Properties”), a separate independent for-profit North Carolina limited liability company;

**WHEREAS**, the Member and the Controlling Related Entity wish to execute this Agreement with the League such that Properties shall receive a license from the League for the Trademarks as well as for each of the other Members’ trademarks and logos being assigned to the League (collectively “Members’ trademarks and logos”);

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

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

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

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

**SECTION 1**  
**ASSIGNMENT**

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

**1.2 Representations and Warranties.**

A. Member and the Controlling Related Entity represent and warrant to the League that the:

- (1) Member and the Controlling Related Entity have the right, power and authority to enter into this Agreement;
- (2) Controlling Related Entity is the exclusive owner of all right, title and interest, including all intellectual property rights in the Trademarks;
- (3) Trademarks are freely assignable and not subject to liens, security interests, licenses or encumbrances of any kind;
- (4) Trademarks do not infringe the rights of any person or entity;
- (5) Trademarks are not subject to any claims, pending or threatened; and
- (6) Member and the Controlling Related Entity are not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

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

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

**1.4 Indemnification.** The Member hereby indemnifies, and agrees to defend and hold harmless the League and Properties against all claims asserted by any person, corporation, partnership based upon the allegation or fact of infringement by the Trademarks upon the trademark, copyright or other proprietary right of another and shall, without limitation, defend any such actions or claims at the Member's expense and pay the costs, damages and attorneys' fees awarded against the League and/or Properties arising out of any such claim or action, including but not limited to payment of the settlement of such claim or action. The League or Properties agrees to notify the Member promptly upon receipt of notice to either the League or Properties of any matters to which the foregoing indemnity may apply. The Member

agrees to do all acts, at the Member's expense, that may be reasonably required of the Member in the defense or settlement as required by this indemnity. This indemnity shall survive the termination of this Agreement for a period of three (3) years from the termination of the Affiliation Agreement as that term is defined in the Bylaws.

**SECTION 2**  
**MISCELLANEOUS PROVISIONS**

- 2.1 Governing Law; Dispute Resolution.** The parties hereto agree to the dispute resolution provision provided in of all disputes, claims, causes of action, in tort or in contract concerning the assignment and license of the Trademarks
- 2.2 Entire Agreement.** This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.
- 2.3 Amendments.** This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.
- 2.4 Waivers.** The waiver by League of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any breach, continuing breach or subsequent breach of the same or other provision(s) of this Agreement.
- 2.5 Notice.** Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

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

Florida Everblades, LLC, ("Controlling  
Related Entity") and Florida Everblades  
("Member")  
Attn: Craig Brush, Governor  
11000 Everblades Parkway  
Estero, FL 33928

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

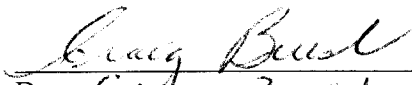
- 2.6 Articles and Other Headings.** The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement.

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

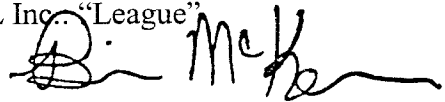
**2.8 Counterparts.** This Agreement is executed in multiple originals, with each copy being considered an original.

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

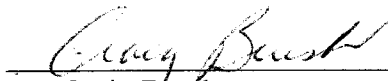
Florida Everblades, LLC, "Controlling Related Entity"

  
By: CRAIG BRUSH  
Manager

ECHL Inc. "League"

  
By: Brian McKenna  
Commissioner

Florida Everblades: "Member"

  
By: Craig Brush  
Governor