

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331678

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
James Cavataio		01/04/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECHL Inc.		
<b>Street Address:</b>	116 Village Blvd.		
<b>Internal Address:</b>	Suite 230		
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86373691	SAN DIEGO GULLS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027568087		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-756-8000		
<b>Email:</b>	rkim@mwe.com, bmorgan@mwe.com, washington_ip_docket@mwe.com		
<b>Correspondent Name:</b>	Richard Y. Kim		
<b>Address Line 1:</b>	500 North Capitol Street, NW		
<b>Address Line 2:</b>	McDermott Will & Emery LLP		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	94192-014		
<b>NAME OF SUBMITTER:</b>	Richard Y. Kim		
<b>SIGNATURE:</b>	/Richard Y. Kim/		
<b>DATE SIGNED:</b>	02/10/2015		
<b>Total Attachments: 3</b>			
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CH \$40.00 86373691



## EXHIBIT A

### TRADEMARK ASSIGNMENT TO ECHL INC.

THIS TRADEMARK ASSIGNMENT ("Agreement") made effective the <sup>17<sup>th</sup></sup> day of January, 2015 by and between James Cavataio, a resident of California with a mail address of 27519 Jefferson Ave, Temecula, California, 92590 ("Assignor"), and the ECHL Inc., a Virginia Non-Profit Corporation with an address of 116 Village Blvd., Suite 230 Princeton, New Jersey, 08540 ("Assignee").

#### WITNESSETH:

WHEREAS, the Assignor has used the trademark "San Diego Gulls" for entertainment services, namely, entertainment in the nature of hockey games, and has filed U.S. Trademark Application Ser. No. 86373691 for the mark "San Diego Gulls" (the "Mark"); and

WHEREAS, the Assignee is desirous of purchasing Assignor's entire right, title and interest, including any and all good will, in the Mark;

NOW, THEREFORE, in consideration of the above premises, the covenant by the Assignee to license the Mark to the Assignor 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 Assignor does hereby assign to the Assignee all right, title, and interest in the Mark, including but not limited to, all registration rights with respect to the Mark, all rights to prepare derivative marks, and all goodwill and all other rights in and to the Mark.

#### **1.2 Representations and Warranties.**

A. Assignor represents and warrants to the Assignee that the:

- (1) Assignor has the right, power and authority to enter into this Agreement;
- (2) The Mark is freely assignable and not subject to liens, security interests, licenses or encumbrances of any kind; and
- (3) The Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

B. The Assignee, its successors and assignees, represents and warrants to the Assignor that the Assignee will be allowed to use the Mark through April 15, 2015, according to the terms and conditions of a separate covenant between Assignor and Assignee. The Parties specifically agree that after April 15, 2015, the Assignor shall have no rights whatsoever in the Intellectual Property and may not thereafter use the Intellectual Property.

1.3 Agreement to Perform Necessary Acts. Upon notice from the Assignee, the Assignor agrees 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 Trademark Assignment.

SECTION 2  
MISCELLANEOUS PROVISIONS

2.1 Amendments. This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.


2.2 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.

2.3 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.

James Cavataio: "Assignor"

ECHL Inc.: "Assignee"

  
Date: 2/4/15

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The Parties specifically agree that after April 15, 2015, the Assignor shall have no rights whatsoever in the Intellectual Property and may not thereafter use the Intellectual Property.

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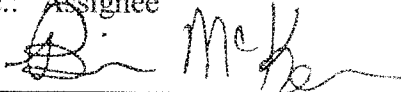
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**James Cavataio: "Assignor"**

Date: \_\_\_\_\_

**ECHL Inc.: "Assignee"**

  
By: Brian McKenna  
Title: Comisionar  
Date: 2-5-2015