

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414886

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|---|--|-----------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Worcester ProHockey, LLC | | 02/03/2017 | Limited Liability Company: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | ECHL Inc. | | |
| Street Address: | 116 Village Blvd | | |
| Internal Address: | Suite 230 | | |
| City: | Princeton | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08540 | | |
| Entity Type: | Non-Profit Corporation: VIRGINIA | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86887827 | RAILERS HC | |
| Serial Number: | 86887825 | RAILERS HOCKEY CLUB | |
| Serial Number: | 86872267 | RAILERS | |
| Serial Number: | 87075340 | WORCESTER RAILERS HC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Phone: | 3367237200 | | |
| 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 SIGNED: | 02/03/2017 | | |
| Total Attachments: 5 | | | |

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TRADEMARK ASSIGNMENT TO ECHL INC.

(Revised March 15, 2010)


THIS TRADEMARK ASSIGNMENT (“Agreement”) made effective the 3rd day of February, 2017 by and between Worcester ProHockey, LLC, the Worcester Railers Hockey Club, and the ECHL Inc., a Virginia non-profit corporation (“League”). Worcester ProHockey, 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 Worcester ProHockey, LLC is referred to as the “Controlling Related Entity”). The Worcester Railers Hockey Club 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 its Home Territory;

WHEREAS, the Bylaws require each Member to cause its Controlling Related Entity to assign its Member Logos to the League for the mutual benefit of all Members and the League, and for the League to simultaneously license the Member Logos to the Member for its Home Territory for the mutual benefit of the League and all Members;

WHEREAS, the Controlling Related Entity is the owner of the certain common law trademarks in addition to certain registered trademarks used by the Member identified as follows (both of the above hereinafter referred to as “Trademarks”):

| Mark | Registration or Application No. |
|---|---------------------------------|
| RAILERS HC | 86887827 |
| RAILERS HOCKEY CLUB | 86887825 |
| RAILERS | 86872267 |
|  | 87075340 |

WHEREAS, the Member is a unit owner and member of ECHL Properties, LLC (“Properties”), a separate independent for-profit North Carolina limited liability company with all other Members;

WHEREAS, all terms used in this Agreement have the definition ascribed thereto in the League Agreements;

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 Member Logos assigned to the League (collectively hereinafter referred to as "Member Logos");

WHEREAS, the League will license Member 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 hereby licenses 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.

SECTION 2 **MISCELLANEOUS PROVISIONS**

2.1 Governing Law; Dispute Resolution. The parties hereto agree to the dispute resolution provision provided in the Bylaws 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.
Attn: Commissioner
ECHL Inc.
116 Village Blvd., Suite 230
Princeton, NJ 08540

And to:
T. Paul Hendrick, General Counsel to the ECHL
Hendrick Bryant Nerhood & Otis, LLP
723 Coliseum Drive, Suite 101
Winston-Salem, North Carolina 27106

Worcester ProHockey, LLC

Worcester Railers Hockey Club

Attn: Cliff Rucker, Governor
900 Cumming Center
Suite 226-U
Beverly, MA 01915
cliffr@nfsleasing.com


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.

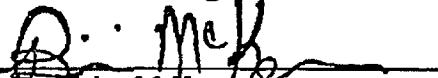
2.8 Counterparts. This Agreement is executed in multiple originals, with each copy being considered an original.

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.


Worcester ProHockey, LLC :
"Controlling Related Entity"


By: Clifford L. Rucker
Manager

ECHL Inc.: "League"


By: Brian McKenna
Commissioner

Worcester Railers Hockey Club :
"Member"


By: Cliff Rucker
Governor