

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rapid City Professional Hockey, LLC		10/07/2014	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	ECHL Inc.		
Street Address:	116 Villiage Blvd.		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Non-Profit Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3826919	RAPID CITY RUSH	
Registration Number:	3746109	RUSH	
Registration Number:	3784561	R	
Registration Number:	4038915	RAPID CITY RUSH R	
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:	336723-7200		
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 SIGNED:	06/01/2017		
Total Attachments: 4			
source=Rapid City Rush Trademark Assign#page1.tif			

OP \$115.00 3826919

source=Rapid City Rush Trademark Assign#page2.tif
source=Rapid City Rush Trademark Assign#page3.tif
source=Rapid City Rush Trademark Assign#page4.tif

Exhibit 5B

TRADEMARK ASSIGNMENT TO ECHL INC.

(Revised March 15, 2010)




THIS TRADEMARK ASSIGNMENT ("Agreement") made effective the 7th day of October, 2014 by and between the Rapid City Professional Hockey LLC, the Rapid City Rush, and the ECHL Inc., a Virginia non-profit corporation ("League"). The Rapid City Professional Hockey 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 the Rapid City Professional Hockey LLC is referred to as the "Controlling Related Entity"). The Rapid City Rush 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.
Rapid City Rush	3826919
Rush	3746109
	3784561
	4038915
	376110

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. 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 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

Rapid City Professional Hockey, LLC

Rapid City Rush

Attn: Scott Mueller

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

6601 Maidstone Ct.
Rapid City, SD 57702
605-390-7496
Scott.rcrush@yahoo.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.

Rapid City Professional Hockey LLC:

ECHL Inc.: "League"

By: Scott Mueller
Manager

By: Brian McKenna
Commissioner

Rapid City Rush: "Member"

By: Scott Mueller
Governor