

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Change of General Partner

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ST. LOUIS BLUES HOCKEY CLUB L.P.		06/30/2006	LIMITED PARTNERSHIP: MISSOURI

**RECEIVING PARTY DATA**

Name:	ST. LOUIS BLUES HOCKEY CLUB, L.P.
Composed Of:	COMPOSED OF SCH (St. Louis) GP LLC, A Delaware limited liability company
Street Address:	1401 Clark Avenue
Internal Address:	Scottrade Center
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63103
Entity Type:	LIMITED PARTNERSHIP: MISSOURI

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	0911957	
Registration Number:	1675177	
Registration Number:	2601068	
Registration Number:	1931242	ST. LOUIS
Registration Number:	1929656	ST. LOUIS
Registration Number:	1672658	ST. LOUIS BLUES
Registration Number:	1999249	ST. LOUIS BLUES
Registration Number:	2032174	STREET BLUES

**CORRESPONDENCE DATA**

Fax Number: (212)789-2727  
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$215.00 0911957

Phone: 212-789-2057  
Email: anunez@nhl.com  
Correspondent Name: Alison Nunez  
Address Line 1: 1251 Avenue of the Americas  
Address Line 2: NHL Enterprises, L.P.  
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	BLUES. ASSIGNMENT
NAME OF SUBMITTER:	Alison Nunez
Signature:	/Alison Nunez/
Date:	12/21/2006

**Total Attachments: 6**

source=StLouisBlues.GeneralPartnership#page1.tif  
source=StLouisBlues.GeneralPartnership#page2.tif  
source=StLouisBlues.GeneralPartnership#page3.tif  
source=StLouisBlues.GeneralPartnership#page4.tif  
source=StLouisBlues.GeneralPartnership#page5.tif  
source=StLouisBlues.GeneralPartnership#page6.tif

**ASSIGNMENT AND ASSUMPTION OF GENERAL PARTNERSHIP INTERESTS OF  
ST. LOUIS BLUES HOCKEY CLUB, L.P.**

This ASSIGNMENT AND ASSUMPTION OF GENERAL PARTNERSHIP INTERESTS OF ST. LOUIS BLUES HOCKEY CLUB, L.P. (this "Assignment") is made and entered into as of June 30<sup>th</sup>, 2006 by and among NWL, LLC, a Missouri limited liability company (the "Assignor"), EPL, LLC, a Missouri limited liability company ("EPL"), EPL II, LLC, a Missouri limited liability company d/b/a Paige Sports Entertainment ("EPL II" and, together with EPL, the "Outgoing Limited Partners"), and SCH (ST. LOUIS) GP LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein, unless expressly defined herein, shall have the meanings ascribed to such terms in the Third Amended and Restated Agreement of Limited Partnership of St. Louis Blues Hockey Club, L.P. (the "Partnership"), dated as of July 30, 2005, as amended, by and among the Assignor, as general partner of the Partnership, and the Outgoing Limited Partners, as the limited partners of the Partnership (the "Partnership Agreement").

WHEREAS, effective as of the date hereof (the "Effective Date"), pursuant to the Partnership Agreement and the Blues Interests Purchase Agreement dated as of March 3, 2006, as amended by Amendment No. 1 thereto dated as of March 17, 2006, Amendment No. 2 thereto dated as of June 2, 2006 and Amendment No. 3 thereto dated as of June 21, 2006 (the "Purchase Agreement"), by and among the Assignor, the Outgoing Limited Partners, the Assignee, Sports Capital Holdings (St. Louis) LLC, a Delaware limited liability company (the "Incoming Limited Partner"), and, solely for purposes of Section 10.7 thereof, William J. Laurie and Nancy W. Laurie, and subject to the terms and conditions of this Assignment, the Assignor desires (i) to sell, assign, transfer and convey to the Assignee (the "Transfer") all of its right, title and interest in and to the Partnership Interests (the "Transferred Interest") and (ii) as a result of such Transfer, to withdraw as the General Partner of the Partnership;

WHEREAS, pursuant to the Partnership Agreement and the Purchase Agreement, and subject to the terms and conditions of this Assignment, the Assignee desires to acquire the Transferred Interest and to assume all unperformed obligations, commitments and liabilities of the Assignor under the Partnership Agreement (including without limitation any obligations of the Assignor thereunder to make Capital Contributions to the Partnership);

WHEREAS, the Assignee desires to accept the Transferred Interest and be admitted to the Partnership as the General Partner in the Partnership in the place and stead of the Assignor, subject to the terms and conditions of the Partnership Agreement; and

WHEREAS, effective simultaneously with the effectiveness of this Assignment, the Outgoing Limited Partners will sell, assign, transfer and convey to the Incoming Limited Partner all of their right, title and interest in and to the limited partnership interests of the Partnership ("Assigned LP Interests") and the Incoming Limited Partner will assume from the Outgoing Limited Partners all unperformed obligations in connection with the Assigned LP Interests.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Transferred Interest; Consent. The Assignor, as of the Effective Date, hereby sells, transfers and assigns to the Assignee all of the Assignor's right, title and interest in and to the Transferred Interest and all of the Assignor's rights under the Partnership Agreement, including, without limitation, (i) all rights of the Assignor to receive monies and other property or assets due and to become due to the Assignor under or pursuant to the Partnership Agreement after the Effective Date, (ii) all claims of the Assignor for damages arising out of or for breach of or default under the Partnership Agreement after the Effective Date, (iii) all rights of the Assignor to receive the proceeds or benefits of any indemnity, warranty, or other payments with respect to the Partnership Agreement after the Effective Date and (iv) all rights of the Assignor to vote or otherwise perform thereunder and to compel performance and otherwise exercise all remedies thereunder after the Effective Date. The Assignor, as of the Effective Date, hereby withdraws from the Partnership and shall no longer be the General Partner of the Partnership. Each of the Outgoing Limited Partners hereby (i) consent and agree to the Transfer, as well as to the assignment by the Assignor to the Assignee of the rights of the Assignor under the Partnership Agreement and to the assumption by the Assignee of the Assignor's unperformed obligations, commitments and liabilities under the Partnership Agreement (including, without limitation, any obligations of the Assignor thereunder to make Capital Contributions to the Partnership) and the foregoing assumption by the Assignee of the Assignor's unperformed obligations, commitments and liabilities to make Capital Contributions to the Partnership under the Partnership Agreement, (ii) consent and agree to the admission of the Assignee as the General Partner of the Partnership in place and stead of the Assignor and (iii) certify that all terms and conditions set forth in the Partnership Agreement with respect to the assignment, transfer and substitution contemplated hereby have been satisfied or waived and that the assignment and transfer of the Transferred Interest effected hereby is in compliance with the Partnership Agreement.

2. Assumption of Obligations. The Assignee, as of the Effective Date, hereby (i) assumes and agrees to perform and discharge all of the unperformed obligations, commitments and liabilities of the Assignor as the General Partner under the Partnership Agreement (including, without limitation, any obligations of the Assignor thereunder to make Capital Contributions to the Partnership), (ii) assumes and agrees to perform and discharge all of the unperformed obligations, commitments and liabilities of the Assignor to make Capital Contributions to the Partnership under the Partnership Agreement, (iii) agrees to become the General Partner of the Partnership in place and stead of the Assignor and (iv) agrees to be bound by, and comply with, all of the terms and provisions of the Partnership Agreement.

3. Effect of Withdrawal and Substitution. As of the Effective Date, the Capital Account of the Assignor with respect to the Transferred Interest will be transferred to the Assignee. Starting after the Effective Date, the portion of the profits or losses of the Partnership and the portions of all other items of income, gain, loss, deduction, or credit allocable to the Transferred Interest on or after such date shall be credited or charged, as the case may be, to the Assignee and not to the Assignor. The Assignee shall be entitled to all distributions or payments with respect to the Transferred Interest made after the Effective Date regardless of the source of

those distributions or payments or when the same were earned or received by the Partnership. Nothing in this Assignment shall affect the allocation to the Assignor of profits, losses, and other items of income, gain, loss, deduction, or credit allocable to its Transferred Interest and attributable to any period ending on or before the Effective Date or any distribution or payments made to the Assignor with respect to its respective Transferred Interest on or before such date.

4. Compliance with Laws. Each of the parties hereto has full power and authority or full capacity, as appropriate, to execute, deliver and satisfy its obligations under this Assignment and the Partnership Agreement, and such actions will not cause such party to be in breach or violation of any legal or contractual duty or obligation. To the best of each party's knowledge, the transactions contemplated by this Assignment will be made in compliance with all applicable laws (including investor suitability standards) and will not subject the Partnership to additional legal requirements.

5. Future Cooperation. Each of the parties hereto mutually agrees to cooperate at all times from and after the Effective Date with respect to any of the matters described herein, and to execute such further deeds, bills of sale, assignments, releases, assumptions, notifications, or other documents as may be reasonably requested by any other party hereto for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Assignment.

6. Successors and Assigns. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and assigns.

7. Modification and Waiver. No supplement, modification, waiver, or termination of this Assignment or any provisions hereof shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Assignment shall constitute a waiver of any other provision (whether or not similar); nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

8. Counterparts; Facsimile/pdf Signatures. This Assignment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Assignment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Assignment.

9. Descriptive Headings. The descriptive headings in this Assignment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

10. Governing Law. This Assignment shall be governed by the internal laws of the State of Missouri, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Missouri.

11. Severability. If any term or provision of this Assignment is held invalid, unenforceable or contrary to law, such term or provision shall be deemed to be severable from

the other terms and provisions hereof, but only to the extent necessary to bring this Assignment within the requirements of law, and the remainder of this Assignment shall be given effect as if the parties had not included the severed term herein.

**(signature page follows)**

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed as of the date first above written.

**NWL, LLC**

By: \_\_\_\_\_  
Name: Richard Thomas  
Title: Manager

**EPL, LLC**

By: \_\_\_\_\_  
Name: Richard Thomas  
Title: Manager

**EPL II, LLC**

By: \_\_\_\_\_  
Name: Richard Thomas  
Title: Manager

**SCH (ST. LOUIS) GP LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and Agreed to  
as of 30<sup>th</sup> day of June, 2006:

**SPORTS CAPITAL HOLDINGS (ST. LOUIS) LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

107

108

109

110

111

112

113

114

115

116

117

118

119

120

12

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed as of the date first above written.

**NWL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**EPL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EPL II, LLC**

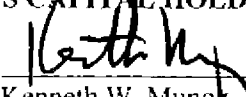
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCH (ST. LOUIS) GP LLC**

By:  \_\_\_\_\_  
Name: Kenneth W. Munoz  
Title: Authorized Signatory

Accepted and Agreed to  
as of 30<sup>th</sup> day of June, 2006:

**SPORTS CAPITAL HOLDINGS (ST. LOUIS) LLC**

By:  \_\_\_\_\_  
Name: Kenneth W. Munoz  
Title: Authorized Signatory