

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dallas Stars, L.P.		11/18/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	DSE Hockey Club, L.P.
Street Address:	2601 Avenue of the Stars
City:	Frisco
State/Country:	TEXAS
Postal Code:	75034
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3009191	
Registration Number:	3011840	
Registration Number:	3817040	D
Registration Number:	3817039	D
Registration Number:	2032570	DALLAS STARS
Registration Number:	1953722	DALLAS STARS
Registration Number:	3575485	STARCENTER
Registration Number:	1705051	STARS
Registration Number:	1665295	STARS
Registration Number:	1807615	STARS
Registration Number:	2005593	STREETSTARS

CORRESPONDENCE DATA

Fax Number:	2127892727
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CH \$290.00 3009191

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2127892057
Email: anunez@nhl.com
Correspondent Name: Alison Nunez
Address Line 1: 1185 Avenue of the Americas
Address Line 2: NHL Enterprises, L.P.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	DALLAS.ASSIGNMENT
NAME OF SUBMITTER:	Alison Nunez
Signature:	/Alison Nunez/
Date:	07/23/2012

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made, entered into, and effective as of November 18, 2011 (the "Effective Date"), by and among Dallas Stars, L.P., a Delaware limited partnership (the "Assignor") and DSE Hockey Club, L.P., a Delaware limited partnership (the "Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of September 15, 2011 (as amended, restated, supplemented or otherwise modified from time to time pursuant to its terms, the "Asset Purchase Agreement") by and between Assignor, Dallas Arena LLC, a Texas limited liability company ("Dallas Arena"), Dallas Stars U.S. Holdings Corp., a Delaware corporation ("U.S. Holdings"), and StarCenters LLC, a Texas limited liability company ("StarCenters" and collectively, with Assignor, Dallas Arena and U.S. Holdings, the "Sellers"), and Dallas Sports & Entertainment, L.P., a Delaware limited partnership ("DSE LP"), Assignee, DSE Hockey Centers, L.P., a Delaware limited partnership ("Hockey Centers"), and DSE Plano GP, Inc., a Delaware corporation ("DSE Plano" and collectively, with DSE LP, Assignee and Hockey Centers, the "Purchasers"), providing for, among other things, the assignment by Assignor to Assignee of Sellers' Intellectual Property;

WHEREAS, Sellers' Intellectual Property includes the trademarks listed on Schedule A attached hereto (such trademarks being referred to herein as the "Trademarks"); and

WHEREAS, Assignor and Assignee are desirous of making this Agreement a matter of records in appropriate trademark offices and/or registrars.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. In accordance with and subject to the terms and conditions of the Asset Purchase Agreement, Assignor does hereby sell, assign and transfer to Assignee all of Assignor's rights, title and interest in, under and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and all rights of enforcement and recovery for past, present or future infringement or unauthorized uses of the Trademarks and the right to collect and retain the proceeds therefrom.

2. Acceptance and Assumption. In accordance with and subject to the terms and conditions of the Asset Purchase Agreement, the Assignee hereby accepts the assignment of Assignor's rights, title and interests in, under and to the Trademarks.

3. Fees and Expenses. Assignee will be responsible for any fees and expenses for the recording of this Agreement with the appropriate trademark offices and/or registrars. Assignor will reasonably cooperate with Assignee, at Assignee's sole expense, including performance of any other actions, and the execution and delivery of any other documents, requested by Assignee in writing and reasonably necessary or appropriate to give effect to the intent and terms of this Agreement.

4. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Further Assurances. In case at any time after the Closing any further actions are necessary to carry out the purposes of this Agreement, each party hereto will take such further actions (including but not limited to the execution and delivery of such further instruments and documents) as any other such party may reasonably request, all at the sole cost and expense of the requesting party.

6. Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

7. Governing Law. This Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, shall be governed by the internal Laws of the State of Texas (without giving effect to any choice or conflict of Law provision or rules (whether of the State of Texas or otherwise) that would cause the application of Laws of any other jurisdiction).

8. Construction. The execution and delivery of this Agreement shall not, in any way, affect or limit the rights and obligations of the Stars under, or enlarge, restrict or otherwise modify the terms of (i) the License Agreement, dated as of December 16, 1996 and effective as of July 1, 1996, by and between the Member Clubs of the NHL identified therein and NHL Enterprises, L.P., as amended by that certain License Agreement Amendment No. 1, dated as of July 1, 2006, by and between the Member Clubs of the NHL and NHL Enterprises, L.P., or (ii) the License Agreement, dated as of December 16, 1996, and effective as of July 1, 1996, by and between the Member Clubs of the NHL identified therein and NHL Enterprises Canada, L.P., as amended by that certain License Agreement Amendment No. 1, dated as of July 1, 2006, by and between the Member Clubs of the NHL and NHL Enterprises Canada, L.P. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of any conflict, inconsistency or incongruity between the provisions of this Agreement and the provisions of the Asset

Purchase Agreement, the provisions of the Asset Purchase Agreement shall, in all respects, govern and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

DALLAS STARS, L.P.

By: 

Name: Robert L. Hutson

Title: Chief Financial Officer

DSE HOCKEY CLUB, L.P.









By: DSE Hockey Club GP, Inc., its General Partner


By: _____

Name: Tom Gaglardi
Title: President




Schedule A

United States Trademark Registrations

Owner	Trademark	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
Dallas Stars		76/546,272 22-Sep-2003	3,009,191 25-Oct-2005	Registered
Dallas Stars		76/546,273 22-Sep-2003	3,011,840 01-Nov-2005	Registered
Dallas Stars		77/846,399 12-Oct-2009	3,817,040 13-Jul-2010	Registered
Dallas Stars		77/846,362 12-Oct-2009	3,817,039 13-Jul-2010	Registered
Dallas Stars		74/528,616 24-May-1994	2,032,570 21-Jan-1997	Registered
Dallas Stars		74/528,670 24-May-1994	1,953,722 30-Jan-1996	Registered
Dallas Stars	STARCENTER	77/496,451 11-Jun-2008	3,575,485 17-Feb-2009	Registered
Dallas Stars		74/127,030 31-Dec-1990	1,705,051 04-Aug-1992	Registered
Dallas Stars		74/127,244 31-Dec-	1,665,295 19-Nov-	Registered

		1990	1991	
Dallas Stars		74/127,381 02-Jan-1991	1,807,615 30-Nov-1993	Registered
Dallas Stars	STREETSTARS	74/627,062 30-Jan-1995	2,005,593 08-Oct-1996	Registered

Canada Trademark Registrations

Owner	Trademark	Appl. No. Appl. Date	Reg. No. Reg. Date	Status
Dallas Stars		1,190,917 30-Sep-2003	627,040 30-Nov-2004	Registered
Dallas Stars	DALLAS STARS	724,772 16-Mar-1993	431,999 19-Aug-1994	Registered
Dallas Stars		1,455,173 13-Oct-2009		Application Pending
Dallas Stars		667,229 26-Sep-1990	458,201 31-May-1996	Registered