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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91187203
Party	Plaintiff Coyotes Hockey, LLC
Correspondence Address	SCOT L. CLAU MARISCAL, WEEKS, MCINTYRE & ET AL 2901 N. CENTRAL, SUITE 200 PHOENIX, AZ 85012 UNITED STATES
Submission	Motion to Join/Substitute Party
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Date	12/07/2009
Attachments	Stipulated motion to substitute party.Coyotes.pdf (8 pages)(137853 bytes)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD


In the matter of trademark application Serial No. 77/211,461
Published in the Official Gazette on September 23, 2008

COYOTES HOCKEY, LLC	:	
	:	
Opposer and	:	Opposition No. 91187203
Counterdefendant	:	
	:	
v.	:	
	:	
THE PENNSYLVANIA STATE UNIVERSITY	:	
Applicant and	:	
Counterclaimant	:	

STIPULATED MOTION TO SUBSTITUTE A PARTY

By and through its attorneys, Opposer and Counterdefendant, COYOTES HOCKEY, LLC, with the express consent of Applicant and Counterclaimant THE PENNSYLVANIA STATE UNIVERSITY, requests that the Board grant this motion to substitute Coyotes Newco, LLC, the assignee of the trademark registration which is the subject of these proceedings, Reg. No. 2380959, for Registrant, Coyotes Hockey, LLC. Attached to this Motion is a copy of the assignment of the trademark registration, Reg. No. 2380959, assigning all right, title and interest in and to said registration from Coyotes Hockey, LLC to Coyotes Newco, LLC. The assignment was recorded with the Assignment Services Division of the USPTO on November 4, 2009, under Reel/Frame 004090/0650.

Respectfully submitted,

By: 
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Attorneys for Opposer and Counterdefendant

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of November 2, 2009, by and between Coyotes Hockey, LLC, a Delaware limited liability company ("Assignor"), and Coyotes Newco, LLC, an Arizona limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 2, 2009, by and among Assignor, Arena Management Group, LLC, Assignee and Arena Newco, LLC (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring from Assignor all rights, title and interest of Assignor in and to the Purchased Team Assets. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

B. Pursuant to the terms and conditions of the Asset Purchase Agreement, Assignor desires to assign and transfer all of its rights, title and interest in the Intellectual Property to Assignee as of the date hereof, and Assignee desires to accept such assignment and transfer by Assignor hereunder.

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor, by this Assignment, hereby irrevocably conveys, assigns, transfers and delivers to Assignee, and Assignee hereby acquires and accepts, all rights, title and interest of Assignor in or to any and all of the Intellectual Property, including the Intellectual Property set forth on Annex A hereto, including all goodwill symbolized by or associated therewith and the right to prosecute and recover monetary damages in respect of any and all infringements and other violations thereof. Assignor further irrevocably waives and assigns any and all moral rights or "*droit moral*" as Assignor may have in or to any of the Intellectual Property.

2. Further Assurances.

(a) Assignor hereby agrees to execute all appropriate, necessary and customary forms and use its best efforts to assist Assignee, at Assignee's request from time to time (the reasonable cost and expense of which shall be paid by Assignee unless such action results from a breach of the Asset Purchase Agreement or this Assignment by Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Assignment.

(b) Assignor agrees to provide the appropriate authorizations to, and to complete and execute the appropriate forms or other documentation (whether in electronic or other media) for, the applicable registrar, or to Assignee if appropriate, and will use its best efforts to comply promptly with all other steps necessary to transfer all domain name registrations used in Assignor's business, whether held by Assignor or by third parties on behalf of Assignor (the "**Domain Names**"). The Assignor represents and warrants that it has not and will not cancel any of the Domain Names or otherwise transfer the Domain Names except as provided for herein.

(c) In the event that Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 2.1(a) and/or 2.1(b) above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

3. Successors and Assigns. The Assignment and the rights and obligations hereunder shall inure to the benefit of and shall be binding upon, as to Assignee, each of its affiliates, successors and assigns and, as to Assignor, each of its affiliates, successors and assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of Arizona, without regard to conflict of law principles.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, and to the extent signed and delivered by means of a facsimile machine, email of a .pdf, .tiff, JPEG or similar file or other electronic transmission, it shall be treated in all manner and respects and for all purposes as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.


6. Coordination with Asset Purchase Agreement. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Assignment shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

COYOTES HOCKEY, LLC

By: 
Name: Douglas Moss
Title: President/CEO

ASSIGNEE:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

COYOTES NEWCO, LLC

By: _____
Name: William Daly
Title: Manager

FEDERAL TRADEMARKS

	<u>Reg. No.</u>	<u>Serial No.</u>	<u>Date Reg.</u>	<u>Date Filed</u>	<u>Record Owner</u>
1	3693760	77511584	10/6/2009	6/30/2008	Coyotes Hockey, LLC
2	3702820	77511579	10/27/2009	6/30/2008	Coyotes Hockey, LLC
3	2661949	76241556	12/17/2002	4/16/2001	Coyotes Hockey, LLC
4		76538589		8/19/2003	Coyotes Hockey, LLC
5	2957730	76538588	5/31/2005	8/19/2003	Coyotes Hockey, LLC
6	2955445	76538279	5/24/2005	8/19/2003	Coyotes Hockey, LLC
7	3007665	76538273	10/18/2005	8/19/2003	Coyotes Hockey, LLC
8	2578136	76241560	6/11/2002	4/16/2001	Coyotes Hockey, LLC
9	2424929	75834027	1/30/2001	10/28/1999	Coyotes Hockey, LLC
10	2380959	75686862	8/29/2000	4/19/1999	Coyotes Hockey, LLC
11	2114731	75085000	11/18/1997	4/8/1996	Coyotes Hockey, LLC
12	2143353	75108115	3/10/1998	5/22/1996	Coyotes Hockey, LLC
13	2141400	75079774	3/3/1998	3/28/1996	Coyotes Hockey, LLC
14	2145206	75077583	3/18/1998	3/25/1996	Coyotes Hockey, LLC
15	2264279	75391651	7/27/1999	11/17/1997	Coyotes Hockey, LLC
16	2232638	75161959	3/16/1999	10/6/1996	Coyotes Hockey, LLC
17	2109714	75042569	10/28/1997	1/12/1996	Coyotes Hockey, LLC
18	2109713	75042567	10/28/1997	1/12/1996	Coyotes Hockey, LLC

ARIZONA TRADEMARKS

	<u>Mark</u>	<u>File ID</u>	<u>Date Begin</u>	<u>Application Date</u>	<u>Date Renewed</u>	<u>Record Owner</u>
1	Stylized Coyote Wearing Hockey Uniform and Holding Hockey Stick Above Words "Phoenix Coyotes"	37546	4/8/1996	4/26/1996	4/4/2006	Coyotes Hockey, LLC

ARIZONA TRADE NAMES

	<u>Mark</u>	<u>File ID</u>	<u>Date Begin</u>	<u>Application Date</u>	<u>Record Owner</u>
1	Phoenix Coyotes	157724	4/8/1996	4/26/1996	Coyotes Hockey, LLC
2	Phoenix Coyotes Hockey	157725	4/8/1996	4/26/1996	Coyotes Hockey, LLC

CANADIAN TRADEMARKS

	<u>Mark</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Date Reg.</u>	<u>Date Filed</u>	<u>Record Owner</u>
1	Coyote Wear	TMA350446	599592	1/27/1989	1/27/1988	Coyotes Hockey, LLC
2	Coyote Head Design	TMA509163	808191	3/11/1999	3/26/1996	Coyotes Hockey, LLC
3	Running Coyotes Design		1402052		7/3/2008	Coyotes Hockey, LLC
4	PHX Design		1188340		9/4/2003	Coyotes Hockey, LLC
5	Coyote Design (Phoenix)	TMA674806	1188337	10/13/2006	9/4/2003	Coyotes Hockey, LLC
6	Phoenix Coyotes	TMA511208	813203	4/28/1999	5/22/1996	Coyotes Hockey, LLC
7	Coyotes	TMA534118	808058	10/5/2000	3/25/1996	Coyotes Hockey, LLC
8	Coyotes & Design	TMA510684	813594	4/12/1999	5/27/1996	Coyotes Hockey, LLC
9	Arizona Coyotes		1106665		6/18/2001	Coyotes Hockey, LLC

CERTIFICATE OF SERVICE

I, Thomas H. Prochnow, hereby swear and affirm that on December 7, 2009, I caused to be served by First Class Mail a true and correct copy of the foregoing STIPULATED MOTION TO SUBSTITUTE A PARTY on Applicant and Counterclaimant at the following address:

Wayne L. Mowery, Jr., Esq.
McQuaide Blasko Law offices
811 University Drive
State College, PA 16801-6624

Dated: December 7, 2009


Thomas H. Prochnow