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11-23-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101172049

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MRD 5-27-99

Submission Type

- New
- Resubmission Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # 1351 Frame # 0136

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other - Corrective Trademark Mortgage and Collateral
Assignment to correct Nature of Conveyance.

Conveying Party

Mark if additional names of conveying parties attached

Name The Los Angeles Lakers, Inc.

Execution Date

Formerly

Month Day Year
03 16 1995

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization - California

Receiving Party

Mark if additional names of receiving attached

Name Shawmut Bank, N.A., as agent

DBA/AKA/TA

Composed of

Address (line 1) c/o Fleet National Bank

Address (line 2) One Federal Street

Address (line 3) Boston MA 02211
City State/Country Zip Code

- Individual General Partnership Limited Partnership
 - Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/02/1999 DNGUYEN 00000015 1195402

FOR OFFICE USE ONLY

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02 FC:482

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

6

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)
N/A

Registration Number(s)
See attached Schedule

Number of Properties

Enter the total number of properties involved

8

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 215.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1700

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Edward Matson Sibble, P.C.
Name and Person Signing

Edward Matson Sibble
Signature

May 26, 1999
Date Signed

SCHEDULE A

TRADEMARK

REGISTRATION NO.

LAKERS	1,195,402
LOS ANGELES LAKERS And Design	921,755
LOS ANGELES LAKERS And Design	1,477,758
MPLS. LAKERS MINNEAPOLIS LAKERS And Design	1,809,258
MINNEAPOLIS LAKERS	1,767,505
THE LAKER GIRLS	1,718,952
L And Ball Design	1,851,978
LOS ANGELES LAKERS (Stylized)	1,872,549

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TRADEMARK MORTGAGE AND COLLATERAL ASSIGNMENT

This Trademark Mortgage and Collateral Assignment (hereinafter called this "Assignment"), dated as of March 16, 1995, is made between THE LOS ANGELES LAKERS, INC., a California corporation (hereinafter called the "Assignor"), on the one hand, and SHAWMUT BANK, N.A., as agent (in such capacity, the "Agent") for itself and certain other financial institutions now or in the future signatory to the Credit Agreement (identified below).

RECITALS

A. Contemporaneously with the execution of this Assignment, the Assignor, the Banks and the Agent are entering into that certain Credit Agreement of even date herewith (such agreement as from time to time amended and in effect is hereinafter referred to as the "Credit Agreement") and that certain Pledge and Security Agreement of even date herewith (such agreement as from time to time amended and in effect is hereinafter referred to as the "Security Agreement"). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Credit Agreement.

B. Pursuant to the Security Agreement, the Assignor is pledging, mortgaging, assigning and/or transferring to the Agent, for the benefit of the Banks, all of its tangible and intangible assets as set forth therein as security for certain loans being made by the Banks to the Assignor.

C. In addition to such tangible and intangible assets, the Assignor owns and uses in its business (subject to the license described in recital D. below) and will in the future, create, acquire, have rights or interests in or use various intangible assets, including trademarks, trademark registrations, service marks, logos, designs, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (hereinafter collectively called the "Trademarks").

D. The Assignor and NBA Properties, Inc. ("NBA Properties") have entered into that certain License Agreement dated June 16, 1983 (as amended from time to time, the "NBA Properties License Agreement"), pursuant to which the Assignor has licensed to NBA Properties certain exploitation and other rights with respect to the Trademarks.

E. In order to induce the Banks to execute and deliver the Credit Agreement and make loans thereunder and make other extensions of credit to the Borrower from time to time, the Assignor has agreed to assign to the Agent, on behalf of the Banks, as collateral security for the Bank Obligations, subject to the NBA Properties License Agreement, all of the Assignor's right, title and interest in and to all of the existing and future Trademarks and all registrations and applications which have heretofore been or may hereafter be issued thereon or applied for in the United States, any state thereof, and in any foreign countries (hereinafter collectively called the "Registrations"), and all common law and other rights in and to Trademarks in the United States, any state thereof, and in foreign countries (hereinafter called collectively the "Trademark Rights"), along with the goodwill of the

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Assignor's business symbolized by the Trademarks and associated therewith (hereinafter called the "Associated Goodwill"), and all proceeds of the Trademarks, Registrations, Associated Goodwill and Trademark Rights (all of the foregoing is hereinafter collectively referred to as the "Trademark Collateral").

In consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor and the Agent hereby agree as follows:

1. The Assignor hereby pledges, grants, sells, conveys, transfers, assigns for collateral security purposes, sets over and mortgages to the Agent, on behalf of the Banks, as collateral security for the complete and timely satisfaction of all Bank Obligations (as such term is defined in the Credit Agreement), subject to the NBA Properties License Agreement, (i) all of the Assignor's right, title and interest in and to each of the Trademarks which are presently, in the past have been or in the future may be, owned or used by the Assignor in conducting its business, including, without limitation, the Trademarks specifically identified in Schedule A attached hereto (as the same may be amended pursuant hereto from time to time), (ii) the Trademark Rights, including all federal, state and foreign Registrations for the Trademarks and the Trademark Rights heretofore or hereafter granted, and all proceeds thereof (such as, by way of example and not by way of limitation, license royalties and proceeds of infringement suits), the right (but not the obligation) to register claim under any state, federal or foreign trademark law or regulation, and to renew and extend the Trademarks and the Registrations, the right (but not the obligation) to sue for past, present and future infringements of the Trademarks, the Trademark Rights, or the Registrations, and (iii) all rights (but not obligations) corresponding thereto throughout the world, and further including the Associated Goodwill.

2. The Assignor agrees that, during the term of the Credit Agreement, subject to the NBA Properties License Agreement, the Assignor will keep each and all of the Trademarks and all Registrations therefor issued in the United States and foreign countries, free and clear of all other mortgages, liens, encumbrances or obligations of any kind which would be contrary to the Agent's or the Banks' interest therein as contemplated by this Assignment.

3. The Assignor covenants and warrants that the Assignor has used, and will continue to use for the duration of this Assignment, consistent standards of quality in its manufacture, sale or distribution of products and rendering of services under the Trademarks.

4. The Assignor hereby grants to the Agent, on behalf of the Banks, and its employees and agents, the right to inspect the Assignor's business operations with respect to products manufactured, sold or distributed or services rendered under any of the Trademarks and the quality control records relating thereto at reasonable times during regular business hours. The Assignor shall do any and all acts required by the Agent to ensure the Assignor's compliance with paragraph 3 above.

5. If, before the Bank Obligations shall have been satisfied in full, the Assignor shall obtain rights to any new Trademarks and/or Registrations, the provisions of paragraph 1 above shall automatically apply thereto and the Assignor shall give the Agent prompt written notice thereof.

6. The Assignor authorizes the Agent after ten (10) days' prior notice to the Assignor, to amend Schedule A annexed hereto to include any existing or future right, title or interest in any Trademarks and Registrations acquired by the Assignor, without obtaining the Assignor's prior consent to such amendment.

7. Unless and until there shall have occurred and be continuing a Default, the Agent hereby grants to the Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products manufactured, sold or distributed or services rendered by the Assignor, for the Assignor's own benefit and account and for none other, subject to the terms of the NBA Properties License Agreement. Except for the NBA Properties License Agreement, the Assignor agrees not to sell or assign its interest in, or grant any sublicense under (other than those existing as of the date hereof), the license granted to the Assignor in this paragraph 7, without the prior written consent of the Agent.

8. At such time as all of the Bank Obligations shall be completely satisfied and the Banks shall no longer be obligated to make Revolving Credit Advances to the Assignor, this Assignment shall terminate and the Agent shall, upon the request of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be reasonably necessary or proper to re-vest in the Assignor full title to the Trademarks and Registrations therefor, subject to any disposition thereof which may have been made by the Agent pursuant hereto, the Credit Agreement or the Security Agreement.

9. Subject to the rights of NBA Properties under the NBA Properties License Agreement, the Assignor shall have the duty, through counsel acceptable to the Agent, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Assignment or thereafter until the Bank Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks and Registrations. Any expenses incurred in connection with the Trademarks and/or Registrations shall be borne by the Assignor. The Assignor shall not abandon any Trademark without the prior written consent of the Agent.

10. Subject to the rights of NBA Properties under the NBA Properties License Agreement, the Assignor shall have the right, upon prior written notice to the Agent, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks and the Registrations, in which event the Agent may, if necessary, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Assignor shall promptly, upon demand by the Agent, reimburse and indemnify the Agent and the Banks for

all damages, costs and expenses, including attorneys' fees, incurred by the Agent and the Banks in the fulfillment of the provisions of this paragraph 10.

11. In the event of the occurrence of a Default, the Assignor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Trademarks, or, subject to the NBA Properties License Agreement and all applicable NBA Rules and Regulations, to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and Registrations. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Assignment.

12. If the Assignor fails to comply with any of its obligations hereunder, the Agent may do so in the Assignor's name or in the Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse the Agent and the Banks in full for all expenses, including attorneys' fees, incurred by the Agent or the Banks in protecting, defending and maintaining the Trademark Collateral.

13. In case of any conflict between this Assignment and the Credit Agreement and/or the Security Agreement, the provisions of the Credit Agreement and/or the Security Agreement shall control.

14. The provisions of this Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of the Agent and the Banks, their and respective successors and assigns.

15. Each of the parties hereto acknowledges that provisions of this Agreement and the other Bank Agreements shall be subject to the provisions of the NBA Approval Agreement, which the Borrower, the Agent and the Banks have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, neither the Agent nor any Bank (whether acting through the Agent or otherwise) shall exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Agreement or any other Bank Agreements except in accordance with and subject to the NBA Approval Agreement.

SCHEDULE A

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