

07-07-2003



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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): Golden State Warriors</p> <p><input type="checkbox"/> Individual(s)                      <input type="checkbox"/> Association  <input checked="" type="checkbox"/> General Partnership              <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>JPMorgan Chase Bank, as Collateral Agent</u>  Internal  Address: _____  Street Address: <u>270 Park Avenue</u>  City: <u>New York</u> State: <u>NY</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>NY</u>  <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment                              <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement                      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other Grant of Security Interest</p> <p>Execution Date: <u>06/26/2003</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) PLEASE SEE ATTACHED.</p> <p>B. Trademark Registration No.(s) PLEASE SEE ATTACHED.</p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Penelope Agodoa</u>  Internal Address: <u>Federal Research Corporation</u>  _____  _____  Street Address: <u>1030 15th Street, NW</u>  Suite 920  City <u>Washington</u> State: <u>DC</u> Zip: <u>20005</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">27</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>690<sup>00</sup></u></p> <p><input type="checkbox"/> Enclosed  <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
<b>DO NOT USE THIS SPACE</b>	
<p>9. Statement and signature.  <i>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.</i></p> <p><u>Oghale Jituboh</u>                              <u>Oghale Jituboh</u>                              <u>07/02/2003</u>  Name of Person Signing                              Signature                              Date</p> <p>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; display: inline-block; width: 20px; height: 15px;"></span></p>	

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

07/08/2003 6TON11 00000074 893941

01 FC:8521 40.00 OP  
02 FC:8522 650.00 OP

TRADEMARK  
REEL: 002770 FRAME: 0661

SCHEDULE 1

see attached

TRADEMARKS/TRADE NAMES OWNED BY  
GOLDEN STATE WARRIORS

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SAN FRANCISCO WARRIORS	893,941	6/30/70
WARRIORS	896,220	8/ 4/70
GOLDEN STATE WARRIORS	1,059,621	2/15/77
GOLDEN STATE WARRIORS and Design (1990-1997)	1,675,174	2/11/92
PHILADELPHIA WARRIORS & Design (1946-1962)	1,744,595	1/ 5/93
SAN FRANCISCO WARRIORS & Design (1962-1971)	2,091,537	8/26/97
STAR AND BASKETBALL DESIGN	2,105,628	10/14/97
W AND DESIGN (1997-PRESENT)	2,167,945	6/23/98
W AND DESIGN (1997-PRESENT)	2,167,946	6/23/98
W AND DESIGN (1997-PRESENT)	2,167,947	6/23/98
WARRIORS SECONDARY LOGO TRIANGLE (1997)	2,175,316	7/21/98
WARRIORS SECONDARY LOGO TRIANGLE (1997)	2,180,983	8/11/98
WARRIORS and Design (1997-PRESENT)	2,199,803	10/27/98
WARRIORS SECONDARY LOGO TRIANGLE (1997)	2,207,409	12/ 1/98
WARRIORS and Design (1997-PRESENT)	2,223,015	2/ 9/99
W AND DESIGN (1997-PRESENT)	2,224,515	2/16/99
WARRIORS SECONDARY LOGO TRIANGLE (1997)	2,232,520	3/16/99
WARRIORS and Design (1997-PRESENT)	2,241,720	4/27/99
WARRIORS SECONDARY LOGO TRIANGLE (1997)	2,242,981	5/ 4/99
WARRIORS and Design (1997-PRESENT)	2,289,153	10/26/99
WARRIORS and Design (1997-PRESENT)	2,292,986	11/16/99
WARRIORS and Design (1997-PRESENT)	2,326,941	3/ 7/00
WARRIORS and Design (1997-PRESENT)	2,453,359	5/22/01
THE CITY and Design	2,547,560	3/12/02
WARRIORS and Design (1997-PRESENT)	2,584,708	6/25/02
WARRIORS and Design (1997-PRESENT)	2,593,910	7/16/02
WARRIORS and Design (1997-PRESENT)	2,611,769	8/27/02

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, Golden State Warriors, a general partnership duly organized and validly existing under the laws of the State of California, (the "Grantor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule I, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into that certain security agreement dated May 5, 2003 (the "Security Agreement") with JPMorgan Chase Bank, a New York banking corporation, as collateral agent for the Secured Parties thereunder (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged to the Collateral Agent, for the ratable benefit of the Secured Parties, and has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest, in all of its right, title and interest in or to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all United States registrations and recordings thereof, and all United States registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby (collectively, the "Collateral") as security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in or to the Trademarks, subject to the terms and conditions of the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral (including the Trademarks) are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.