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4/7/03

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

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
Phoenix Suns Limited Partnership

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank, as Collateral Agent
Internal
Address: _____

Street Address: 270 Park Avenue

City: New York State: NY Zip: 10017

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State NY
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Grant of Security Interest
- Merger
- Change of Name

Execution Date: 06/26/2003

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
PLEASE SEE ATTACHED.

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED.

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Penelope Agodoa

Internal Address: Federal Research Corporation

Street Address: 1030 15th Street, NW

Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 5900

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Oghale Jituboh

Name of Person Signing

Oghale Jituboh
Signature

07/02/2003

Date

Total number of pages including cover sheet, attachments, and document:

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

07/06/2003 GTON11 00000071 76396639

01 FC:8521 40.00 OP
02 FC:8522 550.00 OP

TRADEMARK
REEL: 002770 FRAME: 0669

SCHEDULE 1

see attached

TRADEMARK/TRADE NAMES OWNED BY PHOENIX SUNS LIMITED PARTNERSHIP

U.S. Trademark Applications/Registrations

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
1.	PHOENIX SUNS & Design C25	76396639	04/16/02	United States
2.	PHOENIX SUNS & Design C38	2648325	11/12/02	United States
3.	PHOENIX SUNS & Design C35	2504308	11/06/01	United States
4.	PHX & Design C28	75888140	01/5/00	United States
5.	PHX & Design C41	2518489	12/11/01	United States
6.	PHX & Design C18	75887460	01/5/00	United States
7.	PHX & Design C25	2556935	04/2/02	United States
8.	PHX & Design C16	2598677	07/23/02	United States
9.	PHX & Design C9	75887457	01/5/00	United States
10.	Design Only C28 (design of a basketball superimposed onto a streaking sun)	75887021	01/4/00	United States
11.	Design Only C16 (design of a basketball superimposed onto a streaking sun)	75887013	01/4/00	United States
12.	Design Only C9 (design of a basketball superimposed onto	2636160	10/15/02	United States

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
	a streaking sun)			
13.	Design Only C41 (design of a basketball superimposed onto a streaking sun)	75887014	01/4/00	United States
14.	Design Only C28 (design of a basketball superimposed onto a streaking sun)	75887012	01/4/00	United States
15.	Design Only C25 (design of a basketball superimposed onto a streaking sun)	75887011	01/4/00	United States
16.	FASTBREAK C16	2366431	07/11/00	United States
17.	PHOENIX SUNS & Design C9	2299905	12/14/99	United States
18.	PHOENIX SUNS & Design C18	2227524	03/02/99	United States
19.	Design Only C41 (design elements and color combinations appearing on the jersey)	2076766	07/08/97	United States
20.	Design Only C25 (design elements and color combinations appearing on the jersey)	2186157	09/01/98	United States
21.	Design Only C41 (drawing is lined for the colors purple and orange)	2163052	06/09/98	United States
22.	Design Only C25	1882292	03/07/95	United

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
	(basketball superimposed on a streaking comet)			States
23.	PHOENIX SUNS & Design C16, 25, 28, 41	1861768	11/08/94	United States
24.	Flaming Basketball Logo Design	TMA570314	11/06/02	Canada
25.	PHOENIX SUNS & Design C6, 9, 11, 14, 16, 18, 20, 21, 24, 25, 28, 8, 35, 41, 42	TMA508106	02/16/99	Canada
26.	PHX Basketball and Flame Design C25, 9, 16, 18, 28, 35, 41	TMA570313	11/06/02	Canada
27.	PHOENIX SUNS & Design	TMA495393	05/28/98	Canada
28.	PHOENIX SUNS & Design	TMA449971	11/17/95	Canada

State Trademark Applications/Registrations

	Mark	Application/Registration No.	Registration Date	State in Use
1.	PHOENIX SUNS	47291	05/06/83	Arizona
2.	PHOENIX SUNS 6 TH MAN	278582	09/25/02	Arizona
3.	PHOENIX SUNS GORILLA'S	278579	09/25/02	Arizona
4.	6 TH MAN PROGRAM	278581	09/25/02	Arizona
5.	GORILLA'S JUNGLE	278580	09/25/02	Arizona
6.	ASSISTS FOR KIDD'S	221046	10/29/99	Arizona
7.	"LET YOURSELF GO"	219358	09/28/00	Arizona
8.	BACKCOURT 2000	216393	08/05/99	Arizona

	Mark	Application/Registration No.	Registration Date	State in Use
9.	FANS FIRST	213703	06/18/99	Arizona
10	STANDING ROOM ONLY	174769	05/13/97	Arizona
11	PHOENIX SUNS & Design C25	SC3000008030	10/14/97	South Carolina
12	PHOENIX SUNS & Design C25	VA3000001313	08/30/96	Virginia
13	PHOENIX SUNS & Design C16	VA3000001312	08/30/96	Virginia

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, the Phoenix Suns Limited Partnership, a limited partnership duly organized and validly existing under the laws of the State of Delaware, (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).

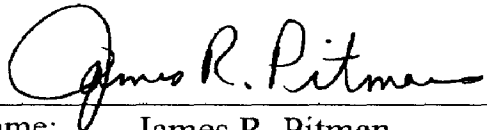
NOW, THEREFORE, as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, 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.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized on this 26th day of June, 2003.

PHOENIX SUNS LIMITED PARTNERSHIP

By: JDM Sports, Inc., its General Partner

By: 
Name: James R. Pitman
Title: Vice President