

07-07-2003

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

R 102488972 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.

1. Name of conveying party(ies): The Basketball Club of Seattle, LLC
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[X] Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? [] Yes [X] 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
[X] Corporation-State NY
[] Other Naamloze Venotschap (organized in the Netherlands)
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 [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other Grant of Security Interest
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 [X] 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: SEE ATTACHED 34
7. Total fee (37 CFR 3.41).....\$ 865.00
[] 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

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01 FC:8521 40.00 OP
02 FC:8522 825.00 OP

TRADEMARK REEL: 002770 FRAME: 0677

SCHEDULE 1

see attached

TRADEMARK/TRADE NAMES OWNED BY THE BASKETBALL CLUB OF SEATTLE, LLC

U.S. Trademark Registrations

MARK	Reg. Date	Reg. No.
SONICS (41)	12/20/77	1,080,052
DESIGN ONLY (41)	1/3/78	1,081,342
SEATTLE SUPERSONICS (41)	1/31/78	1,084,317
SEATTLE SUPERSONICS AND DESIGN (25) (41)	4/19/94	1,831,387
SQUATCH (41)	6/14/94	1,839,683
DESIGN ONLY (25)	2/28/95	1,880,676
NOT IN OUR HOUSE (25)	8/8/95	1,910,156
NOT IN OUR HOUSE (41)	8/8/95	1,910,492
NOT IN OUR HOUSE (16)	9/26/95	1,921,904
SEATTLE SONICS AND DESIGN (28)	9/24/96	2,003,595
SEATTLE SONICS AND DESIGN (25)	9/24/96	2,003,596
SEATTLE SONICS AND DESIGN (41)	9/24/96	2,003,597
SEATTLE SONICS AND DESIGN (16)	10/8/96	2,006,928
S AND BALL DESIGN (25)	11/19/96	2,018,293
IN TO WIN (41)	10/28/97	2,108,488
S AND BALL DESIGN (28)	11/4/97	2,111,016
IN TO WIN (25)	4/21/98	2,151,726
S AND BALL DESIGN (16)	6/2/98	2,162,316
SONIC TV AND DESIGN (25) (41)	4/6/99	2,237,225
SONICS AND DESIGN (25)	8/10/99	2,269,289
SONICS AND DESIGN (28)	8/24/99	2,272,486
SEATTLE SONICS AND DESIGN (18)	8/31/99	2,273,519
SEATTLE SONICS AND DESIGN (9)	7/4/00	2,363,920
S AND BALL DESIGN (41)	3/27/01	2,438,681
SONICS AND DESIGN (16)	10/16/01	2,498,526

U.S. Trademark Applications

MARK	Filing Date	Application No.
SEATTLE SONICS S	8/8/01 (published date: 1/14/03)	78078227
SEATTLE SONICS	8/8/01	78078231
SEATTLE SONICS	8/8/01	78078239
SEATTLE SONICS	8/8/01	78078243
SEATTLE SONICS	8/8/01	78078255
SEATTLE SONICS	8/8/01	78078258
SEATTLE SONICS	8/8/01	78078283
SEATTLE SONICS	8/8/01	78078291
SEATTLE SONICS	8/8/01	78078298

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, THE BASKETBALL CLUB OF SEATTLE, LLC, a limited liability company duly organized and validly existing under the laws of the State of Washington, (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

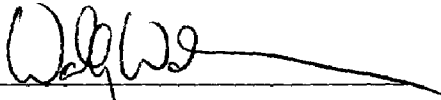
WHEREAS, pursuant to the Security Agreement, the Grantor has pledged to the Collateral Agent, for the ratable benefit of the Secured Parties, and has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest, in all of its right, title and interest in or to (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.

THE BASKETBALL CLUB OF SEATTLE,
LLC

By: 
Name:
Title:

5516/53750-319 NYWORD/134327 v1

RECORDED: 07/07/2003

TRADEMARK
REEL: 002770 FRAME: 0682