

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

Tab settings

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

1. Name of conveying party(ies): Chicago Professional Sports Limited Partnership
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
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
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger Security Agreement Change of Name 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 Yes No

6. Total number of applications and registrations involved: 3

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

7. Total fee (37 CFR 3.41) \$ 790.00
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

07/08/2003 6TON11 00000073 843036

01 FC:8521 40.00 DP
02 FC:8522 750.00 DP

TRADEMARK REEL: 002770 FRAME: 0689

SCHEDULE 1

see attached

TRADEMARKS/TRADE NAMES OWNED BY
CHICAGO PROFESSIONAL SPORTS LIMITED PARTNERSHIP

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CHICAGO BULLS and Design (1966 - PRESENT)	843,036	1/23/68
LUVABULLS	1,304,207	11/ 6/84
CHICAGO BULLS and Design (1966 - PRESENT)	1,530,949	3/21/89
CHARITABULLS*	1,632,562	1/22/91
SHOOT-THE-BULL 3 ON 3 ROUND BALL	1,652,651	7/30/91
SHOOT-THE-BULL	1,653,930	8/13/91
Bull Head Device (1966 - PRESENT)	1,821,471	2/15/94
BULLS	1,836,873	5/17/94
INCREDI BULLS and Design	1,891,840	4/25/95
CHICAGO BULLS and Design (1966 - PRESENT)	1,996,894	8/27/96
CHICAGO BULLS and Design (1966 - PRESENT)	1,996,895	8/27/96
Bulls Road Uniform Design	2,020,341	12/ 3/96
DA BULL	2,040,310	2/25/97
Benny the Bull Design (Mascot)	2,055,634	4/22/97
UNBULLIEVABULLS	2,114,377	11/18/97
BULLISTIC	2,134,047	2/ 3/98
GO BULLISTIC	2,134,051	2/ 3/98
CHICAGO BULLS and Design (1966 - PRESENT)	2,164,141	6/ 9/98
GO BULLISTIC	2,175,846	7/21/98
CHICAGO BULLS	2,227,791	3/ 2/99
Bulls Road Uniform Design	2,269,306	8/10/99
CHICAGO BULLS and Design (1966 - PRESENT)	2,325,751	3/ 7/00
CHICAGO BULLS and Design (1966 - PRESENT)	2,514,870	12/ 4/01
CHICAGO BULLS and Design (1966 - PRESENT)	2,514,871	12/ 4/01
Chicago Bulls Basketball Schools And Design	2,541,068	2/19/02
Chicago Bulls Basketball Schools And Design	2,541,077	2/19/02
Chicago Bulls Basketball Schools And Design	2,541,078	2/19/02
Chicago Bulls Basketball Schools And Design	2,547,891	3/12/02
CHICAGO BULLS and Design (1966 - PRESENT)	2,694,563	3/11/03

* The Chicago Bulls charitable organization, Charitabulls, is the owner of this registration.

TRADEMARKS/TRADE NAMES OWNED BY
CHICAGO PROFESSIONAL SPORTS LIMITED PARTNERSHIP

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>
Quad Squad	74/406448	6/25/93
Chicago Bulls Basketball Schools And Design	75/722638	6/10/99

TRADEMARKS/TRADE NAMES OWNED BY
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STATE TRADEMARK REGISTRATIONS

CALIFORNIA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CHICAGO BULLS and Design (1966 - PRESENT)	95079	11/ 7/91

ILLINOIS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CHICAGO BULLS and Design (1966 - PRESENT)	069336	10/16/91
CHICAGO BULLS and Design (1966 - PRESENT)	069335	10/16/91

VIRGINIA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Chicago Bulls	3595	8/29/96
Chicago Bulls	3596	8/29/96

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, Chicago Professional Sports Limited Partnership, a limited partnership duly organized and validly existing under the laws of the State of Illinois, (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.

CHICAGO PROFESSIONAL SPORTS
LIMITED PARTNERSHIP,

By: Chicago Bulls Limited Partnership
Title: General Partner

By: CBLS Corp.
Title: General Partner

By: 

Name:
Title: