

07-07-2003



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

RECORDATION COVER SHEET 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): San Antonio Spurs, L.L.C.
Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Limited Liability Company
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 Naamloze Venotschap (organized in the Netherlands)
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: SEE ATTACHED 16

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).....\$ 415.00
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 375.00 OP

SCHEDULE 1

see attached

TRADEMARKS/TRADE NAMES OWNED BY
SAN ANTONIO SPURS, L.L.C.

STATE TRADEMARK REGISTRATIONS

VIRGINIA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SAN ANTONIO SPURS and Design	3649	8/29/1996
SAN ANTONIO SPURS and Design	3642	8/29/1996

SOUTH CAROLINA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SAN ANTONIO SPURS and Design	No # issued	10/14/1997

TEXAS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SAN ANTONIO SPURS and Design	5188617	6/16/1992
SAN ANTONIO SPURS and Design	5188517	6/16/1992

CALIFORNIA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SAN ANTONIO SPURS and Design	96013	4/16/1992

TRADEMARKS/TRADE NAMES OWNED BY
SAN ANTONIO SPURS, L.L.C.

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
SPURS	1,120,217	6/12/1979
SAN ANTONIO SPURS	1,120,218	6/12/1979
SAN ANTONIO SPURS & Old Design	1,120,727	6/19/1979
SAN ANTONIO SPURS and Design (2002)	1,733,164	11/17/1992
SAN ANTONIO SPURS and Design (1989-2002)	1,747,034	1/19/1993
SAN ANTONIO SPURS and Design (1989-2002)	1,766,290	4/20/1993
Spurs Road Uniform Design	2,018,829	11/26/1996
Spur Design	2,154,000	4/28/1998
SAN ANTONIO SPURS and Design (1989-2002)	2,242,508	5/4/1999
Spur Design	2,257,377	6/29/1999
Spurs Road Uniform Design	2,272,495	8/24/1999
Spur Design	2,326,953	3/7/2000
SAN ANTONIO SPURS and Design (1989-2002)	2,337,774	4/4/2000
SAN ANTONIO SPURS and Design (1989-2002)	2,519,992	12/18/2001
SAN ANTONIO SPURS and Design (1989-2002)	2,534,168	1/19/2002
SAN ANTONIO SPURS and Design (1989-2002)	2,671,234	1/7/2003

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, the San Antonio Spurs, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Texas, (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).

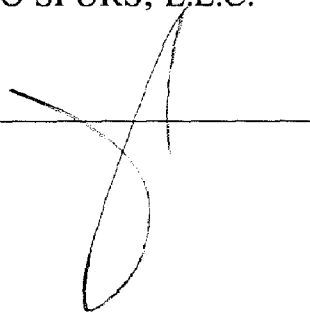
NOW, THEREFORE, as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, 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 26^m day of June, 2003.

SAN ANTONIO SPURS, L.L.C.

By: _____
Name:
Title:

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be a single continuous stroke.