

07-07-2003



102489278

7/7/03

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

RECORDATION FORM COVER SHEET 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): Rocket Ball, Ltd. Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

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.

6. Total number of applications and registrations involved: 35 7. Total fee (37 CFR 3.41): \$ 890.00

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

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 Signature Date 07/02/2003

07/08/2003 6TON11 00000070 1961018

01 FC:8521 40.00 OP 02 FC:8522 850.00 OP

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

TRADEMARK REEL: 002771 FRAME: 0649

SCHEDULE 1

see attached

Rocket Ball, Ltd.'s Pending and Registered U.S. Trademarks

Application No.	Mark	Expiration Date
76/248,654	HOUSTON ROCKETS and ROCKET MAN Design	N/A

Registration No.	Mark	Expiration Date
1,961,018	CLUTCH CITY	03/05/06
1,961,017	CLUTCH CITY	03/05/06
1,961,019	CLUTCH CITY	03/05/06
1,991,793	CLUTCH CITY	08/06/06
2,243,164	CLUTCH CITY FOUNDATION and Design	05/04/09
2,371,485	DENVER ROCKETS and Design	07/25/10
976,164	HOUSTON ROCKETS	01/01/04
1,004,459	HOUSTON ROCKETS and Design	02/11/05
2,184,328	R and Rocket Design	08/25/08
2,042,318	R and Rocket Design	03/04/07
2,406,496	R and Rocket Design	11/21/10
2,547,470	Rocket Design	03/12/12
2,242,929	Rocket and Ball Design	05/04/09
2,309,009	Rockets and Ball Design	01/18/10
2,036,371	ROCKETS POWER DANCERS	02/11/07
2,239,087	ROCKETS (Stylized)	04/13/09
2,091,705	ROCKETS (Stylized)	08/26/07
2,111,015	ROCKETS (Stylized)	11/14/07
2,109,439	ROCKETS (Stylized)	10/28/07
2,012,541	ROCKETS and Design	10/29/06
2,008,995	ROCKETS and Design	10/15/06
2,012,542	ROCKETS and Design	10/29/06
2,008,996	ROCKETS and Design	10/15/06
2,199,690	ROCKETS and Design	10/27/08
2,514,869	ROCKETS and Design	12/04/11
2,537,963	ROCKETS and Design	02/12/12
2,689,845	ROCKETS and Design	02/25/13
2,337,358	ROCKETS BLASTOFF	04/04/10
2,284,389	ROCKETS HOME UNIFORM DESIGN	10/12/09
2,378,353	ROCKETS HOME UNIFORM DESIGN	08/22/10
2,349,216	ROCKETS ROAD UNIFORM DESIGN	05/16/10
2,288,385	ROCKETS ROAD UNIFORM DESIGN	10/26/09
2,066,577	ROCKETS SHOP	06/03/07
2,105,621	SAN DIEGO ROCKETS and Design	10/14/07

We are not aware of any patents registered in the name of Rocket Ball, Ltd.

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, ROCKET BALL, LTD., a limited partnership 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 26th day of June, 2003.

ROCKET BALL, LTD.

By: LLA Sports, Inc., its general partner

By: 
Name: _____
Title: