

07-07-2003



7/7/03

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

REGISTRATION FORM 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):

Hoops L.P.

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

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

3. Nature of conveyance:

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

Execution Date: 06/26/2003

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

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:

28

7. Total fee (37 CFR 3.41).....\$ 715<sup>00</sup>

- 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 00000075 2195663

01 FC:8521 40.00 OP  
02 FC:8522 675.00 OP

**TRADEMARK**  
**REEL: 002771 FRAME: 0659**

SCHEDULE 1

see attached

## TRADEMARK/TRADE NAMES OWNED BY HOOPS L.P.

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
VANCOUVER GRIZZLIES (and Design)	10/13/1998	2,195,663
“GRIZZLIES”	9/30/1997	2,100,590
VANCOUVER GRIZZLIES (and Design)	4/9/2002	2,557,508
VANCOUVER GRIZZLIES (and Design)	5/7/2002	2,566,358
G WITH BEAR & SWIPE Design	1/18/2000	2,308,139
G WITH BEAR & SWIPE (Design only)	5/16/2000	2,349,179
CLAWS & BASKETBALL (Design only)	1/18/2000	2,308,138
CLAWS & BASKETBALL (Design only)	4/11/2000	2,339,432
VANCOUVER GRIZZLIES	1/1/2002	2,523,744
VANCOUVER GRIZZLIES	2/19/2002	2,538,720
G WITH BEAR & SWIPE (Design only)	12/12/2000	2,411,618
CLAWS & BASKETBALL (Design only)	12/19/2000	2,413,326
VANCOUVER GRIZZLIES (and Design)	3/26/02	2,552,559
VANCOUVER GRIZZLIES (and Design)	12/24/2002	2,664,901
G WITH BEAR & SWIPE (and Design)	11/19/2002	2,652,081

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
"GRIZZLIES"	5/27/1994	Serial No. 74-530473 (Pending)
VANCOUVER GRIZZLIES (and Design)	12/11/1998	Serial No. 75-603712 (Pending)
VANCOUVER GRIZZLIES (and Design)	8/24/1994	Serial No. 74-565023 (Pending)
VANCOUVER GRIZZLIES	7/20/1994	Serial No. 74-551307 (Pending).
CLAWS & BASKETBALL Design	8/24/1994	Serial No. 74-565009 (Pending).
VANCOUVER GRIZZLIES	7/20/1994	Serial No. 74-551729 (Pending)
MEMPHIS GRIZZLIES	6/19/2001	Serial No. 78-069916 (Published)
MEMPHIS GRIZZLIES	6/19/2001	Serial No. 78-069911 (Pending)
MEMPHIS 01 02 INAUGURAL SEASON (and Design)	9/5/2001	Serial No. 76-309301 (Pending)
MEMPHIS 01 02 INAUGURAL SEASON (and Design)	9/5/2001	Serial No. 76-309300 (Pending)
VANCOUVER GRIZZLIES (and Design)	5/9/2001	Serial No. 76-254058 (Pending)
VANCOUVER GRIZZLIES (and Design)	3/26/2001	Serial No. 76-230585 (Pending)
MEMPHIS EXPRESS	3/23/2001	Serial No. 76-229581 (Pending – revived)

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, HOOPS L.P., 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 26<sup>th</sup> day of June, 2003.

HOOPS L.P.

By: Heisley Member, Inc.,  
its General Partner

By: *J. Madson*

Name:

Title: *Asst. Sec'y*