

07-07-2003



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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): Philadelphia 76ers, L.P. 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: 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

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: 27 7. Total fee (37 CFR 3.41): \$6900 8. Deposit account number:

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 Signature Date 07/02/2003

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 00000077 849181

01 FC:8521 40.00 OP 02 FC:8522 650.00 OP

SCHEDULE 1

see attached

**TRADEMARKS/TRADE NAMES OWNED BY**  
**PHILADELPHIA 76ERS, L.P.**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>REG. DATE</u></b>
PHILADELPHIA 76ERS	849,181	5/14/68
76ERS	850,799	6/11/68
PHILADELPHIA 76ERS and Design	852,488	7/9/68
PHILADELPHIA 76ERS and Design	856,615	9/10/68
SIXERS	948,106	11/28/72
76ERS and Design (1977-1997)	1,152,695	4/28/81
76ERS and Design (1977-1997)	1,524,616	2/14/89
76ERS and Design (1977-1997)	1,987,275	7/16/96
76 AND DESIGN	2,229,467	3/2/99
76ERS and Design (1997-PRESENT)	2,229,468	3/2/99
76ERS and Design (1997-PRESENT)	2,229,469	3/2/99
76ERS and Design (1997-PRESENT)	2,232,739	3/16/99
76ERS and Design (1997-PRESENT)	2,232,740	3/16/99
76 AND DESIGN	2,283,624	10/5/99
76 AND DESIGN	2,283,625	10/5/99
76ERS and Design (1977-1997)	2,309,572	1/18/2000
76ERS and Design (1997-PRESENT)	2,373,176	8/1/2000
76ERS and Design (1997-PRESENT)	2,408,982	11/28/2000
SIXERS CHARITIES AND DESIGN	2,444,296	4/17/2001
76ERS and Design (1997-PRESENT)	2,539,925	2/19/2002
SYRACUSE NATIONALS AND DESIGN	2,556,313	4/2/2002
76 AND DESIGN	2,578,936	6/11/2002
76ERS and Design (1977-1997)	2,597,364	7/23/2002
SIXERS CHARITIES AND DESIGN	2,656,919	12/3/2002

**TRADEMARKS/TRADE NAMES OWNED BY**  
**PHILADELPHIA 76ERS, L.P.**

**U.S. TRADEMARK APPLICATIONS**

<b><u>MARK</u></b>	<b><u>APPL. NO.</u></b>	<b><u>APPL. DATE</u></b>
SYRACUSE NATIONALS and Design	75/537659	8/17/98
PHILADELPHIA 76ERS AND LIBERTY BELL DESIGN	76/439137	8/9/2002
76ERS and Design (1977-1997)	78/200842	1/7/2003

TRADEMARKS/TRADE NAMES OWNED BY  
PHILADELPHIA 76ERS, L.P.

STATE TRADEMARK REGISTRATIONS

VIRGINIA

MARK

76ERS and Design (1997-Present)

76ERS and Design (1997-Present)

REG. NO.

3911

3834

REG. DATE

7/30/1982

8/29/1996

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, Philadelphia 76ers, 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).

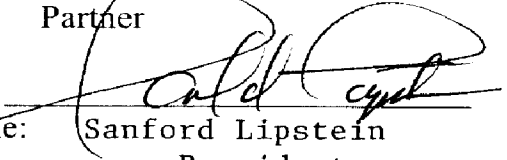
NOW, THEREFORE, as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties,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

PHILADELPHIA 76ERS, L.P.,

By: Philadelphia 76ers, Inc., the General  
Partner

By:   
Name: Sanford Lipstein  
Title: President