

102489292 SHEET Form PTO-1594

U.S. DEPARTMENT OF COMMERCE

OMB No. 0651-0027 (exp. 6/30/2005) Table 2-46/2022 (exp. 6/30/2005)	RKS ONLY U.S. Patent and Trademark Office	
Tab settings		
Name of conveying party(ies):	Name and address of receiving party(ies)	
Washington Bullets L.P.	Name: IPMorgan Chase Bank, as Collateral Agent	
J	Internal	
	Address:	
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Street Address: 270 Park Avenue	
Corporation-State	City: New York State: NY Zip: 10017	
Other	Individual(s) citizenship	
Additional name(s) of conveying party(ies) attached? 🖳 Yes 🎑 No	Association	
	General Partnership	
3. Nature of conveyance:	Limited Partnership	
Assignment 📮 Merger	Corporation-State NY	
Security Agreement Change of Name	Other	
Other Grant of Security Interest	If assignee is not domiciled in the United States, a domestic representative designation is attached:	
Execution Date: 06/26/2003	(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No	
Application number(s) or registration number(s):		
	B. Trademark Registration No.(s)	
A. Trademark Application No.(s) PLEASE SEE ATTACHED.	PLEASE SEE ATTACHED.	
Additional number(s) at		
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:	
Name: Penelope Agodoa	01-00	
Internal Address: Federal Research Corporation	7. Total fee (37 CFR 3.41)	
	Enclosed	
	Authorized to be charged to deposit account	
Street Address: 1030 15th Street, NW	8. Deposit account number:	
Suite 920		
City Washington State: DC Zip: 20005	(Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
 Statement and signature. To the best of my knowledge and belief, the foregoing informations of the original document. 	nation is true and correct and any attached copy is a true	
Oghale Jituboh Dahale	Itabol 07/02/2003	
Name of Person Signing \ Signature Date		
Total number of pages including cover sheet, attachments, and document:		

07/08/2003 GTDN11 00000076 891761 Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

SCHEDULE 1

see attached

TRADEMARKS/TRADE NAMES OWNED BY WASHINGTON BULLETS L.P.

U.S. TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
BULLETS	891,761	5/26/1970
WASHINGTON BULLETS and Design (1987-1997)	1,085,097	2/7/1978
BULLETS and Design (1987-1997)	1,795,358	9/28/1993
BULLETS and Design (1987-1997)	1,797,899	10/12/1993
BULLETS and Design (1987-1997)	2,045,492	3/18/1997
BULLETS and Design (1987-1997)	2,051,996	4/15/1997
BALTIMORE BULLETS and Design (1947 - 1955)	2,063,577	5/20/1997
BALTIMORE BULLETS	2,063,586°	5/20/1997
CAPITAL BULLETS and DESIGN (1973 - 1974)	2,103,674	10/7/1997
WASHINGTON WIZARDS	2,196,203 ⁻	10/13/1998
WASHINGTON WIZARDS	2,219,219	1/19/1999
DC AND DESIGN (SECONDARY - 1997 - PRESENT)	2,232,746	3/16/1999
DC AND DESIGN (SECONDARY - 1997 - PRESENT)	2,234,952	3/23/1999
WIZARDS AND DESIGN	2,237,374	4/6/1999
DC AND DESIGN (SECONDARY - 1997 - PRESENT)	2,239,422	4/13/1999
DC AND DESIGN (SECONDARY - 1997 - PRESENT)	2,243,296	5/4/1999
WASHINGTON WIZARDS	2,253,912	6/15/1999
WIZARDS and Design	2,255,435	12/25/2001
WIZARDS and Design	2,255,878.	6/22/1999
WASHINGTON WIZARDS	2,265,231	7/27/1999
WIZARDS and Design	2,267,554	8/3/1999
WIZARDS and Design	2,300,301	12/14/1999
WIZARDS and Design	2,362,551	6/27/2000
DC AND DESIGN (SECONDARY - 1997 - PRESENT)	2,448,028	5/1/2001
WIZARDS and Design	2,515,221	12/4/2001
WIZARDS AND DESIGN	2,515,642	12/4/2001
WASHINGTON WIZARDS	2,522,872	12/25/2001
WIZARDS and Design	2,555,634	4/2/2002

TRADEMARKS/TRADE NAMES OWNED BY WASHINGTON BULLETS L.P.

STATE TRADEMARK REGISTRATIONS

VIRGINIA

 MARK
 REG. NO.
 REG. DATE

 BULLETS
 3752
 8/29/1996

 BULLETS
 3754
 8/29/1996

SOUTH CAROLINA

MARKREG. NO.REG. DATEWIZARDSNo # issued10/14/1997

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, the Washington Bullets L.P., a limited partnership duly organized and validly existing under the laws of the District of Columbia, (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.

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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.

WASHINGTON BULLETS L.P.

By: Washington Sports & Entertainment, Inc., as General Partner

By:

Name: Peter J. Bicne

Title:

Executive Vice President and

Chief Financial Officer

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RECORDED: 07/07/2003