

07-24-2003

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



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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):
New Orleans Hornets NBA Limited Partnership

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

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 _____

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

Execution Date: June 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

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: **36**

7. Total fee (37 CFR 3.41).....\$ 1390.00
 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 Oghale Jituboh 07/16/2003
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:

07/24/2003 LMUELLER 00000104 78104890

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

01 FC:8521 40.00 OP
02 FC:8522 1350.00 OP

TRADEMARK
REEL: 002777 FRAME: 0836

SCHEDULE 1

see attached

TRADEMARKS/TRADE NAMES OWNED BY
NEW ORLEANS HORNETS NBA LIMITED PARTNERSHIP

STATE TRADEMARK REGISTRATIONS

VIRGINIA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Charlotte Hornets & Design (1988-Present)	3,611	8/29/1996
Charlotte Hornets & Design (1988-Present)	3,609	8/29/1996

SOUTH CAROLINA

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Charlotte Hornets & Design (1988-Present)	SC010062	10/14/1997

TRADEMARKS/TRADE NAMES OWNED BY
NEW ORLEANS HORNETS NBA LIMITED PARTNERSHIP

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APPL. NO.</u>	<u>APPL. DATE</u>
New Orleans Hornets	78/104890	1/25/2002
New Orleans Hornets	78/104897	1/25/2002
New Orleans Hornets	78/104900	1/25/2002
New Orleans Hornets	78/104905	1/25/2002
New Orleans Hornets	78/104914	1/25/2002
New Orleans Hornets	78/104918	1/25/2002
New Orleans Hornets	78/104923	1/25/2002
New Orleans Hornets	78/104925	1/25/2002
New Orleans Hornets	78/104929	1/25/2002
New Orleans Hornets and Design (2002-)	78/149420	7/31/2002
New Orleans Hornets and Design (2002-)	78/149449	7/31/2002
New Orleans Hornets and Design (2002-)	78/149455	7/31/2002
New Orleans Hornets and Design (2002-)	78/149459	7/31/2002
New Orleans Hornets and Design (2002-)	78/149463	7/31/2002
New Orleans Hornets and Design (2002-)	78/149468	7/31/2002
New Orleans Hornets and Design (2002-)	78/149473	7/31/2002
New Orleans Hornets and Design (2002-)	78/149476	7/31/2002
New Orleans Hornets and Design (2002-)	78/149479	7/31/2002
Hornets Secondary Logo (2002-)	78/149711	8/1/2002
Hornets Secondary Logo (2002-)	78/149717	8/1/2002
Hornets Secondary Logo (2002-)	78/149724	8/1/2002
Hornets Secondary Logo (2002-)	78/149728	8/1/2002
Hornets Secondary Logo (2002-)	78/149736	8/1/2002
Hornets Secondary Logo (2002-)	78/149739	8/1/2002
Hornets Secondary Logo (2002-)	78/149745	8/1/2002
Hornets Secondary Logo (2002-)	78/149760	8/1/2002
Hornets Secondary Logo (2002-)	78/149816	8/1/2002
New Orleans Hornets and Design (2002-)	78/151016	8/5/2002
Hornets Secondary Logo (2002-)	78/151034	8/1/2002

TRADEMARKS/TRADE NAMES OWNED BY
NEW ORLEANS HORNETS NBA LIMITED PARTNERSHIP

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
Hugo	1,576,909	1/9/1990
Sting	1,588,861	3/27/1990
Charlotte (and Design)	1,642,863	4/30/1991
Hornets	1,649,730	7/2/1991
Charlotte Hornets (Word Mark)	1,650,195	7/9/1991
Charlotte Hornets (Word Mark)	1,658,538	9/24/1991
Honeybees	1,747,479	1/19/1993
Honeybees (Stylized)	1,748,950	1/26/1993
Charlotte Hornets and Design (1988-Present)	1,895,046	5/23/1995
The Bugs are Back in Town	1,878,938	2/14/1995
Honeybees	1,901,247	6/20/1995
How' Bout Them Bugs	1,911,860	
The Hive	1,932,580	11/7/1995
Honeybees & Design	1,962,270	
Hornets Road Uniform Design	2,017,093	11/19/1996
Hornets Secondary Road Uniform Design	2,078,370	7/15/1997
The Hive	2,127,565	1/6/1998
Hornets Hard Ball	2,183,499	8/25/1998
Hornets Hard Ball & Design	2,188,869	9/15/1998
Charlotte Hornets and Design (1988-Present)	2,195,363	10/13/1998
Hornets Hard Ball & Design	2,202,512	11/10/1998
Bee-Mail and Design	2,332,271	3/21/2000
Charlotte Hornets and Design (1988-Present)	2,353,316	5/30/2000
Charlotte Hornets and Design (1988-Present)	2,565,142	4/30/2002
Charlotte Hornets and Design (1988-Present)	2,566,949	5/7/2002
Charlotte Hornets and Design (1988-Present)	2,569,593	5/14/2002

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, NEW ORLEANS HORNETS NBA LIMITED PARTNERSHIP, a limited partnership duly organized and validly existing under the laws of the State of North Carolina, (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.

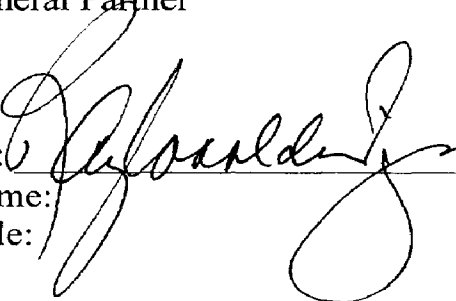
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized on this 26th day of June, 2003.

NEW ORLEANS HORNETS NBA
LIMITED PARTNERSHIP

By: Shinn Enterprises Incorporated,
Managing Partner

By: 
Name: _____
Title:

By: Big Play Entertainment, LLC,
General Partner

By: 
Name: _____
Title: