

TRADEMARK/TRADE NAMES OWNED BY NEW JERSEY BASKETBALL, LLC

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
NEW JERSEY NETS	9/14/1982	1209109
NEW JERSEY NETS and Design	9/14/1982	1209110
NETS	2/13/1996	1956158
NEW YORK NETS	12/16/1997	2121951
NETS and Design	8/4/1998	2179493
NETS and Design	8/4/1998	2179494
NETS and Design	8/4/1998	2179495
NETS and Design	2/23/1999	2226608
NJ AND DESIGN	3/2/1999	2229470
NJ AND DESIGN	3/9/1999	2231133
NJ AND DESIGN	3/16/1999	2232741
NETS and Design	7/27/1999	2265340
NJ AND DESIGN	8/17/1999	2270983
SLY	9/21/1999	2279953
NETS and Design	10/5/1999	2283626
POWER 'N MOTION	10/5/1999	2283920
HOOPS ZONE	12/14/1999	2300448
SLAMMIN' PLANET	2/29/2000	2323369
SLAMMIN' PLANET	6/20/2000	2360773
SLY	11/21/2000	2406643
NJ AND DESIGN	6/19/2001	2461956
NETS HOT SHOTS FAN CLUB AND DESIGN	9/25/2001	2492159
NETS HOT SHOTS FAN CLUB AND DESIGN	10/9/2001	2495766
SLY	4/23/2002	2563959
NETS and Design	6/11/2002	2577884
NETS and Design	7/23/2002	2597367
NETS and Design	8/6/2002	2603964
NETS and Design – HARDWOOD CLASSICS	12/30/2003	2800531

U.S. Trademark Applications

Mark	Filing Date	Application No.
NETS AND STATE SILHOUETTE DESIGN	4/30/2001	76/248657
BROOKLYN NETS WORD	1/22/2004	78/356010
BROOKLYN NETS WORD	1/22/2004	78/356012
NEW YORK NETS	3/8/2004	78/380274
NEW YORK NETS	3/8/2004	78/380289
NEW YORK NETS	3/8/2004	78/380334
NEW YORK NETS	3/8/2004	78/380351
NEW YORK NETS	3/8/2004	78/380358
NEW YORK NETS	3/8/2004	78/380373

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NEW YORK NETS	3/8/2004	78/380432
NEW YORK NETS	3/8/2004	78/380447
NEW YORK NETS	3/8/2004	78/380463
BROOKLYN NETS WORD	3/8/2004	78/380476
BROOKLYN NETS WORD	3/8/2004	78/380508
BROOKLYN NETS WORD	3/8/2004	78/380516
BROOKLYN NETS WORD	3/9/2004	78/380716
BROOKLYN NETS WORD	3/9/2004	78/380729
BROOKLYN NETS WORD	3/9/2004	78/381067
BROOKLYN NETS WORD	3/9/2004	78/381076

[[NYCORP:2556272]]

Grant of Security Interest(Trademarks and Trademark Applications)

WHEREAS, New Jersey Basketball, LLC, a limited liability company duly organized and validly existing under the laws of the State of New Jersey, (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 December 9, 2005 (the "Security Agreement") with JPMorgan Chase Bank, N.A., 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; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral, 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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TRADEMARK
REEL: 003221 FRAME: 0967

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized on this 9th day of December 2005.

NEW JERSEY BASKETBALL, LLC,

By: 

Name:

Title:

DAVID L. BERLINER
SR. VICE PRESIDENT

[Signature Page for the Grant of Security Interest in Trademarks]

SCHEDULE I
TO
GRANT OF SECURITY INTEREST
(Trademarks and Trademark Applications)
SEE ATTACHED PAGES

[CORP:2563468]]

RECORDED: 12/27/2005

TRADEMARK
REEL: 003221 FRAME: 0969