

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Banner Seventeen, LLC		04/28/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust Company
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-0001
Entity Type:	Banking Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1003131	BOSTON CELTICS
Registration Number:	1806185	BOSTON CELTICS
Registration Number:	2001168	BOSTON CELTICS
Registration Number:	2001169	BOSTON CELTICS
Registration Number:	2195362	BOSTON CELTICS
Registration Number:	2325752	BOSTON CELTICS
Registration Number:	2503956	BOSTON CELTICS
Registration Number:	2593912	BOSTON CELTICS
Registration Number:	2606814	BOSTON CELTICS
Registration Number:	970431	CELTICS
Registration Number:	2441327	CELTICS
Serial Number:	75602072	CELTICS
Registration Number:	2643241	CELTICS

CH \$740.00 1003131

Registration Number:	2540918	CELTICS
Registration Number:	2525562	CELTICS
Registration Number:	2532515	CELTICS
Registration Number:	2278441	GET PUMPED
Registration Number:	2265646	GET PUMPED
Registration Number:	2279966	GET PUMPED
Registration Number:	2309752	GET PUMPED
Registration Number:	2273018	
Registration Number:	2286418	
Registration Number:	2271150	
Registration Number:	2286417	
Registration Number:	995738	
Registration Number:	2193895	
Serial Number:	74418447	NEW YORK CELTICS
Registration Number:	2065322	ORIGINAL CELTICS
Serial Number:	75448419	CELTICS FAST BREAK

CORRESPONDENCE DATA

Fax Number: (212)878-8375
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128788476
Email: melissa.schrader@cliffordchance.com
Correspondent Name: Melissa Schrader
Address Line 1: Clifford Chance US LLP
Address Line 2: 31 West 52nd Street
Address Line 4: New York, NEW YORK 10019-6131

ATTORNEY DOCKET NUMBER:	5071-37
NAME OF SUBMITTER:	Melissa Schrader
Signature:	/Melissa Schrader/
Date:	05/02/2006

Total Attachments: 7
source=Trademark Grant1#page1.tif
source=Trademark Grant1#page2.tif
source=Trademark Grant1#page3.tif
source=Trademark Grant1#page4.tif
source=Trademark Grant1#page5.tif
source=Trademark Grant1#page6.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, certain Note Purchase Agreements (the "Note Purchase Agreements") were entered into as of April 28, 2006 by and among BANNER SEVENTEEN, LLC, a Delaware limited liability company having its principal place of business at 226 Causeway, Boston, MA 02114 (the "Grantor") and various purchasers party thereto (collectively, the "Purchasers") under the terms of which the Grantor has assumed certain obligations to the Purchasers; and

WHEREAS, in connection with the Note Purchase Agreements, the Grantor and WILMINGTON TRUST COMPANY, a Delaware banking corporation, (the "Collateral Trustee"), entered into a Collateral Indenture dated as of April 28, 2006 (said Collateral Indenture, as it may hereafter be amended or otherwise modified from time to time being the "Collateral Indenture", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, pursuant to the Collateral Indenture, the Grantor has granted to the Collateral Trustee a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Collateral Trustee of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Trustee with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Collateral Indenture, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

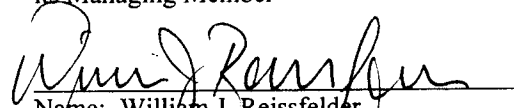
Each of the provisions of this Grant of Security Interest in Trademarks shall be subject to the provisions of the NBA Consent Letter (as defined in the Note Purchase Agreements), which the Grantor, the Collateral Trustee and the other Secured Parties have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, the Collateral Trustee shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Grant of Security Interest in Trademarks except in accordance with and subject to the NBA Consent Letter.

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Trademarks to be duly executed as of this ____ day of April, 2006.

BANNER SEVENTEEN, LLC

By: BOSTON BASKETBALL PARTNERS, LLC,
its Managing Member

By:


Name: William J. Reissfelder
Title: Chief Financial Officer

STATE OF)
) ss.:
COUNTY OF)

BEFORE ME, on this day personally appeared William S Reinfelder, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Banner Seventeen, LLC, and that such person executed the same as the act of said limited liability company for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
28 day of April, 2006

Susan B Barabino
Notary Public in and for the State of Massachusetts

Commission expires: FEB. 23, 2012



Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

Mark: BOSTON CELTICS

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1525	United States	6, 16, 18, 25, 28, 41	Celtics Basketball L.P.	72/440648	11/8/72	1003131	1/28/75		No

Mark: BOSTON CELTICS and Design

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2808	United States	25, 41	Celtics Basketball L.P.	74/301220	8/3/92	1806185	11/23/93		No
12397	United States	28	Celtics Basketball L.P.	74/715752	8/15/95	2,001,168	9/17/96		No
12414	United States	16	Celtics Basketball L.P.	74/715753	8/15/95	2,001,69	9/17/96		No
21319	United States	18	Celtics Basketball L.P.	75/325386	7/16/97	2195362	10/13/98		No
26053	United States	9	Celtics Basketball L.P.	75/574741	10/21/98	2325752	3/7/00		No
28789	United States	38	Celtics Basketball L.P.	76/147511	10/4/00	2503956	11/6/01		Yes
28791	United States	42	Celtics Basketball L.P.	76/147509	10/4/00	2593912	7/16/02		Yes
28796	United States	35	Celtics Basketball L.P.	76/147510	10/4/00	2606814	8/13/02		Yes

Mark: CELTICS

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1524	United State	41	Celtics Basketball L.P.	440595	11/8/72	970431	10/9/73		No

Mark: CELTICS and Design

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
23950	United States	28	Celtics Basketball L.P.	75/511160	6/30/98	2441327	4/3/01	4/20/99	Yes

Mark: CELTICS and Shamrock Design

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
25761	United States	9	Celtics Basketball L.P.	75/602072	12/9/98			3/7/00	No
25763	United States	16	Celtics Basketball L.P.	75/602057	12/9/98	2643241	10/29/02	12/7/99	No
25765	United States	25	Celtics Basketball L.P.	75/602066	12/9/98	2540918	2/19/02	11/23/99	Yes
25766	United States	28	Celtics Basketball L.P.	75/602073	12/9/98	2525562	1/1/02	11/30/99	No
25767	United States	41	Celtics Basketball L.P.	75/603410	12/9/98	2532515	1/22/02	11/30/99	No

Mark: GET PUMPED

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
22140	United States	16	Celtics Basketball L.P.	75/389293	11/13/97	2278441	9/14/99	11/17/98	Yes
22141	United States	25	Celtics Basketball L.P.	75/389290	11/13/97	2265646	7/27/99	11/24/98	Yes
22142	United States	41	Celtics Basketball L.P.	75/389291	11/13/97	2279966	9/21/99	21/1/98	Yes
	United States	9	Celtics Basketball L.P.	75/389292	11/13/97	2309752	1/18/00	12/15/98	Yes

Mark: GET PUMPED LEPRECHAUN DESIGN

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
----	---------	---------	------------	--------	---------	--------	---------	-----------	-----

GRANT OF SECURITY INTEREST IN TRADEMARKS

NYA 781223.3

TRADEMARK
REEL: 003301 FRAME: 0442

22323	United States	16	Celtics Basketball L.P.	75/392745	11/19/97	2273018	8/24/99	9/29/98	Yes
22324	United States	9	Celtics Basketball L.P.	75/392654	11/19/97	2286418	10/12/99	12/1/98	Yes
22325	United States	25	Celtics Basketball L.P.	75/392878	11/19/97	2,271,150	8/17/99	9/22/98	Yes
22326	United States	41	Celtics Basketball L.P.	75/392652	11/19/97	2286417	10/12/99	9/22/98	Yes

Mark: Leprechaun Design

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1526	United States	6, 16, 18, 25, 28, 41	Celtics Basketball L.P.	440534	11/8/72	995738	10/15/74		No
22327	United States	25	Celtics Basketball L.P.	75/392653	11/19/97	2193895	10/6/98		No

Mark: NEW YORK CELTICS

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4854	United States	25	Celtics Basketball L.P.	74/418447	7/27/93	21001740	9/30/97	1/3/95	Yes

Mark: ORIGINAL CELTICS

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
3386	United States	25	Celtics Basketball L.P.	74/322756	10/16/92	2065322	5/27/97	2/8/94	Yes

Mark: THE CELTICS FAST BREAK

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
23006	United States	16, 35	Celtics Basketball	75/448419	3/11/98			3/2/99	Yes

			L.P.						
--	--	--	------	--	--	--	--	--	--

GRANT OF SECURITY INTEREST IN TRADEMARKS

NYA 781223.3

RECORDED: 05/02/2006

TRADEMARK
REEL: 003301 FRAME: 0444