

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Professional Basketball Club, LLC		11/01/2006	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent
<b>Street Address:</b>	P.O.Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Association:

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	1084317	SEATTLE SUPERSONICS
Registration Number:	1081342	
Registration Number:	1080052	SONICS
Registration Number:	1831387	SEATTLE SUPERSONICS
Registration Number:	1880676	
Registration Number:	1839683	SQUATCH
Registration Number:	1910156	NOT IN OUR HOUSE
Registration Number:	1921904	NOT IN OUR HOUSE
Registration Number:	2003595	SEATTLE SONICS
Registration Number:	2006928	SEATTLE SONICS
Registration Number:	2003596	SEATTLE SONICS
Registration Number:	2003597	SEATTLE SONICS
Registration Number:	2438681	S

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Registration Number:	2498526	SONICS
Registration Number:	2018293	S
Registration Number:	2273519	SEATTLE SONICS
Registration Number:	2363920	SEATTLE SONICS
Registration Number:	2522436	SEATTLE SONICS
Registration Number:	2522437	SEATTLE SONICS
Registration Number:	2731188	SEATTLE SONICS
Registration Number:	2799123	SEATTLE SONICS S
Registration Number:	2986032	SEATTLE SONICS
Registration Number:	3021609	SEATTLE SONICS
Registration Number:	2882835	SEATTLE SONICS
Registration Number:	2942832	SEATTLE SONICS
Registration Number:	3040950	SEATTLE SUPER SONICS
Registration Number:	3045803	NEIGHBORHOOPS
Serial Number:	78078231	S SEATTLE SONICS
Serial Number:	78078255	SEATTLE SONICS
Serial Number:	78078258	S SEATTLE SONICS
Serial Number:	78509996	SEATTLE SONICS
Serial Number:	78831376	NOT IN OUR HOUSE
Serial Number:	78857759	SEATTLE SONICS S
Serial Number:	78887080	SEATTLE SONICS

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 202-783-2700  
Email: Oleh.Hereliuk@federalresearch.com  
Correspondent Name: CBCInnovis dba Federal Research  
Address Line 1: 1023 Fifteenth Street, NW, Ste 401  
Address Line 2: attn: Oleh Hereliuk  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	374481
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	12/22/2006

Total Attachments: 5

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RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
The Professional Basketball Club, LLC

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, N.A., as Administrative Agent  
Internal Address: \_\_\_\_\_  
Address: \_\_\_\_\_

Street Address: P.O. Box 2558  
City: Houston                      State: TX                      Zip: 77252

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other                      National Association

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

Execution Date: November 1, 2006

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: Oleh Hereliuk  
Internal Address: Federal Research Corporation  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 1023 15th Street, NW  
\_\_\_\_\_  
Suite 401  
City Washington                      State: DC                      Zip: 20005


6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 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.*

Edward Briganti                                                                            12/21/06  
\_\_\_\_\_  
Name of Person Signing                                      Signature                                      Date

Total number of pages including cover sheet, attachments, and document: 5

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

Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, THE PROFESSIONAL BASKETBALL CLUB, LLC, a limited liability company duly organized and validly existing under the laws of the State of Oklahoma, (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 as of November 1, 2006 (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

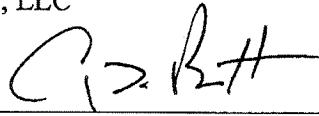
WHEREAS, pursuant to the Security Agreement, the Grantor has pledged to the Collateral Agent, for the ratable benefit of the Secured Parties, and has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest, in all of its right, title and interest in or to (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, 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 (as defined in the Security Agreement), 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 1st day of November, 2006.

THE PROFESSIONAL BASKETBALL  
CLUB, LLC

By: 

Name: Clayton I. Bennett

Title: Chairman

TRADEMARK

REEL: 003449 FRAME: 0809

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

MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
SEATTLE SUPERSONICS	73/124,374	04/27/1977	1,084,317	01/31/1978
SEATTLE SUPERSONICS' LOGO	73/124,447	04/27/1977	1,081,342	01/03/1978
SONICS	73/124,375	04/27/1977	1,080,052	12/20/1977
SEATTLE SUPERSONICS AND DESIGN (HARDWOOD CLASSICS)	74/155,813	04/10/1991	1,831,387	04/19/1994
SEATTLE SUPERSONICS' LOGO (HARDWOOD CLASSICS)	74/411,878	07/13/1993	1,880,676	02/28/1995
SQUATCH	74/427,741	08/23/1993	1,839,683	06/14/1994
NOT IN OUR HOUSE	74/475,048	12/29/1993	1,910,156	08/08/1995
NOT IN OUR HOUSE	74/475,049	12/29/1993	1,921,904	09/26/1995
SEATTLE SONICS AND DESIGN	74/601,037	11/21/1994	2,003,595	09/24/1996
SEATTLE SONICS AND DESIGN	74/601,041	11/21/1994	2,006,928	10/08/1996
SEATTLE SONICS AND DESIGN	74/601,042	11/21/1994	2,003,596	09/24/1996
SEATTLE SONICS AND DESIGN	74/601,046	11/21/1994	2,003,597	09/24/1996
S AND BALL DESIGN	74/631,494	02/08/1995	2,438,681	03/27/2001
SONICS AND DESIGN	74/631,497	02/08/1995	2,498,526	10/16/2001
S AND BALL DESIGN	74/631,499	02/08/1995	2,018,293	11/19/1996
SONICS AND DESIGN	75/375,093	10/17/1997	2,273,519	08/31/1999
SEATTLE SONICS AND DESIGN	75/583,813	11/04/1998	2,363,920	07/04/2000
SEATTLE SONICS AND DESIGN	76/231,461	03/26/2001	2,522,436	12/25/2001
SEATTLE SONICS AND DESIGN	76/231,462	03/26/2001	2,522,437	12/25/2001
SEATTLE SONICS AND DESIGN	76/231,463	03/26/2001	2,731,188	07/01/2003
SEATTLE SONICS S AND BALL DESIGN	78/078,227	08/08/2001	2,799,123	12/23/2003
SEATTLE SONICS S AND BALL DESIGN	78/078,231	08/08/2001		
SEATTLE SONICS S AND BALL DESIGN	78/078,239	08/08/2001	2,986,032	08/16/2005
SEATTLE SONICS S AND BALL DESIGN	78/078,243	08/08/2001	3,021,609	11/29/2005
SEATTLE SONICS S AND BALL DESIGN	78/078,255	08/08/2001		
SEATTLE SONICS S AND BALL DESIGN	78/078,258	08/08/2001		
SEATTLE SONICS S AND BALL DESIGN	78/078,283	08/08/2001	2,882,835	09/07/2004
SEATTLE SONICS S AND BALL DESIGN	78/078,298	08/08/2001	2,942,832	04/19/2005
SEATTLE SUPER SONICS	78/509,718	11/02/2004	3,040,950	01/10/2006
SEATTLE SONICS	78/509,996	11/02/2004		
NEIGHBORHOOPS	78/522,600	11/24/2004	3,045,803	01/17/2006

NOT IN OUR HOUSE	78/831,376	03/07/2006		
SEATTLE SONICS S AND BALL DESIGN	78/857,759	04/10/2006		
SEATTLE SONICS AND DESIGN	78/887,080	05/18/2006		