

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: 3			
Property Type	Number	Word Mark	
Serial Number:	85645233	C	
Serial Number:	77542337	CELTICS CLUB GREEN	
Serial Number:	77542346	CLUB GREEN	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	104517-163808		

OP \$90.00 85645233

NAME OF SUBMITTER:	Ryan E. Thomas
Signature:	/Ryan E. Thomas/
Date:	07/09/2013
Total Attachments: 5 source=Celtics Secutiry Agreement#page1.tif source=Celtics Secutiry Agreement#page2.tif source=Celtics Secutiry Agreement#page3.tif source=Celtics Secutiry Agreement#page4.tif source=Celtics Secutiry Agreement#page5.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 Street, 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 1(c) or 1(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 1(c) or 1(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.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Trademarks to be duly executed as of this 9th day of July, 2013.

BANNER SEVENTEEN, LLC

By: BOSTON BASKETBALL PARTNERS, LLC,
its Managing Member

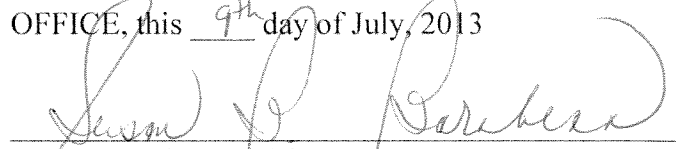
By: 
Name: William J. Reissfelder
Title: Senior Vice President and
Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF SUFFOLK)

ss.:

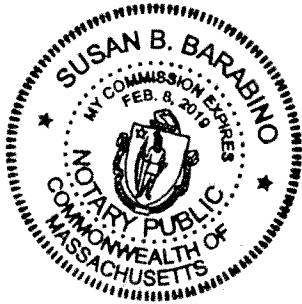
BEFORE ME, on this day personally appeared William J. Reissfelder, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Banner Seventeen, LLC, and that such person executed the same as the act of said limited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

GIVEN UNDER MY HAND AND SEAL OF
OFFICE, this 9th day of July, 2013



Notary Public in and for the
Commonwealth of Massachusetts

Commission expires: FEB. 8, 2019



Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

Mark: Letter "C" Design

Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt
Banner Seventeen, LLC	85/645233	6/6/12	Application Pending	

Mark: CELTICS CLUB GREEN and Design

Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt
Banner Seventeen, LLC	77/542337	8/8/08	3678666	9/8/09

Mark: CLUB GREEN and Design

Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt
Banner Seventeen, LLC	77/542346	8/8/08	3678667	9/8/09