

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New York Knicks, LLC		09/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK N.A., AS COLLATERAL AGENT		
<b>Street Address:</b>	270 PARK AVENUE		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3603369	KCD KNICKS CITY DANCERS	
<b>Registration Number:</b>	0866661	KNICKERBOCKERS	
<b>Registration Number:</b>	2856171		
<b>Registration Number:</b>	1988809	KNICKS	
<b>Registration Number:</b>	4171079	KNICKS	
<b>Registration Number:</b>	1768640	KNICKS	
<b>Registration Number:</b>	4662138	KNICKS CITY DANCERS	
<b>Registration Number:</b>	4700049	KNICKS	
<b>Registration Number:</b>	4187699	KNICKS	
<b>Registration Number:</b>	4653146	KNICKS	
<b>Registration Number:</b>	4708834	KNICKS	
<b>Registration Number:</b>	4786325	KNICKS	
<b>Registration Number:</b>	4708835	KNICKS	
<b>Registration Number:</b>	3035311	NEW YORK KNICKS	
<b>Registration Number:</b>	2197935	NEW YORK KNICKS	
<b>Registration Number:</b>	2573267	NEW YORK KNICKS	
<b>Registration Number:</b>	2590981	NEW YORK KNICKS	
<b>Registration Number:</b>	2916171	NEW YORK KNICKS	
<b>Registration Number:</b>	2563428	NEW YORK KNICKS	
<b>TRADEMARK</b>			

OP \$790.00 3603369

Property Type	Number	Word Mark
Registration Number:	4099180	NEW YORK KNICKS
Registration Number:	2188043	
Registration Number:	2015037	
Registration Number:	2300551	NYK
Registration Number:	2482689	NYK
Registration Number:	2823084	NYK
Registration Number:	2588709	NYK
Registration Number:	2300550	NYK
Registration Number:	4099181	NYK
Registration Number:	4982943	KNICKS
Serial Number:	86804404	NEW YORK KNICKS
Serial Number:	86804433	KNICKS

**CORRESPONDENCE DATA**

**Fax Number:** 8668265420  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*  
**Phone:** 301-638-0511  
**Email:** ipresearchplus@comcast.net  
**Correspondent Name:** IP Research Plus, Inc.  
**Address Line 1:** 21 Tadcaster Circle  
**Address Line 2:** attn: Penelope J.A. Agodoa  
**Address Line 4:** Waldorf, MARYLAND 20602

<b>ATTORNEY DOCKET NUMBER:</b>	crs1-41390
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa
<b>SIGNATURE:</b>	/pja/
<b>DATE SIGNED:</b>	10/01/2016

**Total Attachments: 11**  
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TRADEMARK SECURITY AGREEMENT dated as of September 30, 2016 (this “Agreement”), between New York Knicks, LLC (the “Borrower”) and JPMorgan Chase Bank, N.A. (“JPMorgan”), as Collateral Agent.

Reference is made to (a) the Credit Agreement dated as of September 30, 2016, (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders from time to time party thereto and JPMorgan, as Agent, and (b) the Security Agreement dated as of September 30, 2016 (as amended, supplemented or otherwise modified from time to time, the “Security Agreement”), between the Borrower, as Grantor, and JPMorgan, as Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Security Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor pursuant to the Security Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under (a) the trademarks issued by, and trademark applications filed with, the United States Patent and Trademark Office or any similar offices in any State of the United States, in each case as set forth on Schedule I hereto, including all registrations and applications therefor, and all extensions or renewals thereof, and (b) all goodwill associated therewith or symbolized thereby (collectively, the “Trademark Collateral”).

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Remedies Subject to NBA Consent Letter. Notwithstanding any provisions of this Agreement or any other Loan Document, it is acknowledged and agreed that (a) the exercise by the Collateral Agent or any Secured Party (whether through the Collateral Agent or otherwise) of any rights or remedies hereunder or of any other Loan Document will be made in accordance with, and subject to, the terms of the NBA Consent Letter, the terms, conditions and provisions of which each of the Grantor,

the Collateral Agent and each Secured Party has accepted as reasonable and appropriate, (b) each of the provisions of this Agreement and the other Loan Documents shall be subject to the terms of the NBA Consent Letter and (c) in the event of any conflict between the terms of the NBA Consent Letter, on the one hand, and the terms of this Agreement or of any other Loan Document, on the other hand, the terms of the NBA Consent Letter will control.

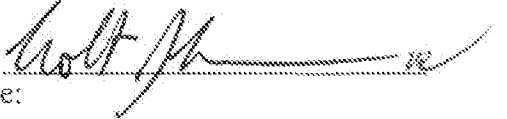
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW YORK KNICKS, LLC,

by

  
Name:  
Title:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW YORK KNICKS, LLC,

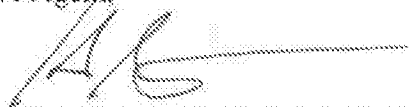
by

\_\_\_\_\_  
Name:

Title:

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent,

by


  
\_\_\_\_\_  
Name: Philip Mousin





Title: Executive Director

SCHEDULE I






TRADEMARK/TRADE NAMES OWNED BY NEW YORK KNICKS, LLC





U.S. Trademark Registrations






Mark	Reg. Date	Reg. No.
	02 Sep 2003	63322
<p><i>(NEW YORK KNICKS AND DESIGN: NEW YORK KNICKS PRIMARY LOGO: 1995 -PRESENT – MA State Registration)</i></p>		
	22 Jul 2011	R31900
		
<p><i>(NEW YORK BASKETBALL – STYLIZED WORD MARK – NY State Registration)</i></p>		
	07 Apr 2009	3603369
		
<p><i>(KCD KNICKS CITY DANCERS &amp; DESIGN: 2007-PRESENT – U.S. PTO Registration)</i></p>		
<p>KNICKERBOCKERS <i>(WORD MARK – U.S. PTO Registration)</i></p>	11 Mar 1969	0866661



Mark	Reg. Date	Reg. No.
 <p data-bbox="277 342 634 422"><i>(KNICKERBOCKERS LOGO: HARDWOOD CLASSICS– U.S. PTO Registration)</i></p>	22 Jun 2004	2856171
 <p data-bbox="277 606 634 686"><i>(KNICKS: STYLIZED WORD ONLY: 1992-PRESENT– U.S. PTO Registration)</i></p>	23 Jul 1996	1988809
 <p data-bbox="277 940 634 1020"><i>(KNICKS AND DESIGN: 1964-1992: HARDWOOD CLASSICS – U.S. PTO Registration)</i></p>	10 Jul 2012	4171079
 <p data-bbox="277 1392 634 1451"><i>(KNICKS AND DESIGN: 1992-1995 – U.S. PTO Registration)</i></p>	04 May 1993	1768640
<p data-bbox="277 1656 545 1736">KNICKS CITY DANCERS <i>(WORD MARK – U.S. PTO Registration)</i></p>	30 Dec 2014	4662138



Mark	Reg. Date	Reg. No.
	10 Mar 2015	4700049
<p><i>(KNICKS STYLIZED WORD MARK AND BALL DESIGN: SECONDARY LOGO: 2011-PRESENT – U.S. PTO Registration)</i></p>		
	07 Aug 2012	4187699
<p><i>(KNICKS STYLIZED WORD MARK AND BALL DESIGN: SECONDARY LOGO: 2011-PRESENT – U.S. PTO Registration)</i></p>		
	09 Dec 2014	4653146
<p><i>(KNICKS STYLIZED WORD MARK AND BALL DESIGN: SECONDARY LOGO: 2011-PRESENT – U.S. PTO Registration)</i></p>		
	24 Mar 2015	4708834
<p><i>(KNICKS STYLIZED WORD MARK AND BALL DESIGN: SECONDARY LOGO: 2011-PRESENT – U.S. PTO Registration)</i></p>		
	04 Aug 2015	4786325
<p><i>(KNICKS STYLIZED WORD MARK AND BALL DESIGN: SECONDARY LOGO: 2011-PRESENT – U.S. PTO Registration)</i></p>		

Mark	Reg. Date	Reg. No.
	24 Mar 2015	4708835
<p><i>KNICKS STYLIZED WORD MARK AND BALL DESIGN: SECONDARY LOGO: 2011-PRESENT- U.S. PTO Registration)</i></p>		
<p><i>NEW YORK KNICKS (WORD MARK - U.S. PTO Registration)</i></p>	27 Dec 2005	3035311
	20 Oct 1998	2197935
<p><i>(NEW YORK KNICKS AND DESIGN: NEW YORK KNICKS PRIMARY LOGO: 1995-PRESENT- U.S. PTO Registration)</i></p>		
	28 May 2002	2573267
<p><i>(NEW YORK KNICKS AND DESIGN: NEW YORK KNICKS PRIMARY LOGO: 1995-PRESENT- U.S. PTO Registration)</i></p>		
	09 Jul 2002	2590981
<p><i>(NEW YORK KNICKS AND DESIGN: NEW YORK KNICKS PRIMARY LOGO: 1995-PRESENT- U.S. PTO Registration)</i></p>		

Mark	Reg. Date	Reg. No.
 <p data-bbox="277 359 646 468"><i>(NEW YORK KNICKS AND DESIGN: NEW YORK KNICKS PRIMARY LOGO: 1995-PRESENT – U.S. PTO Registration)</i></p>	04 Jan 2005	2916171
 <p data-bbox="277 678 646 787"><i>(NEW YORK KNICKS AND DESIGN: NEW YORK KNICKS PRIMARY LOGO: 1995-PRESENT – U.S. PTO Registration)</i></p>	23 Apr 2002	2563428
 <p data-bbox="277 997 646 1106"><i>(NEW YORK KNICKS AND DESIGN: NEW YORK KNICKS PRIMARY LOGO: 1995-PRESENT – U.S. PTO Registration)</i></p>	14 Feb 2012	4099180
 <p data-bbox="277 1316 594 1398"><i>(NEW YORK KNICKS ROAD UNIFORM DESIGN – U.S. PTO Registration)</i></p>	08 Sep 1998	2188043
 <p data-bbox="277 1610 594 1692"><i>(NEW YORK KNICKS ROAD UNIFORM DESIGN – U.S. PTO Registration)</i></p>	12 Nov 1996	2015037

Mark	Reg. Date	Reg. No.
 <p data-bbox="277 331 649 443"><i>(NYK AND DESIGN: 1995- PRESENT:KNICKS SECONDARY LOGO – U.S. PTO Registration – U.S. PTO Registration)</i></p>	14 Dec 1999	2300551
 <p data-bbox="277 619 613 701"><i>(NYK AND DESIGN: 1995- PRESENT:KNICKS SECONDARY LOGO – U.S. PTO Registration)</i></p>	28 Aug 2001	2482689
 <p data-bbox="277 882 613 963"><i>(NYK AND DESIGN: 1995- PRESENT:KNICKS SECONDARY LOGO – U.S. PTO Registration)</i></p>	16 Mar 2004	2823084
 <p data-bbox="277 1144 613 1226"><i>(NYK AND DESIGN: 1995- PRESENT:KNICKS SECONDARY LOGO – U.S. PTO Registration)</i></p>	02 Jul 2002	2588709
 <p data-bbox="277 1407 613 1488"><i>(NYK AND DESIGN: 1995- PRESENT:KNICKS SECONDARY LOGO – U.S. PTO Registration)</i></p>	14 Dec 1999	2300550
 <p data-bbox="277 1640 613 1722"><i>(NYK AND DESIGN: 1995- PRESENT:KNICKS SECONDARY LOGO – U.S. PTO Registration)</i></p>	14 Feb 2012	4099181
<p data-bbox="277 1749 542 1831"><b>KNICKS</b> <i>(WORD MARK – U.S. PTO Registration)</i></p>	21 June 2016	4982943

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
NEW YORK KNICKS <i>(WORD MARK – U.S. PTO Application)</i>	30 Oct 2015	86804404
KNICKS <i>(WORD MARK – U.S. PTO Application)</i>	30 Oct 2015	86804433

Trademark Licenses

<u>Licensor Name and Address</u>	<u>Date of License/ Sublicense</u>	<u>Subject Matter</u>
<b>See Organic License below.</b>		

Pursuant to the following licensing agreement (the “Organic License”), the Grantor has granted the NBA an exclusive worldwide license to the names, emblems, insignia, symbols, designs, colors and other identifying marks of the New York Knicks:

1. Licensing Agreement between New York Knicks, LLC and NBA Properties, Inc., dated September 28, 2015.