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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

MB No. 0651-0011 (exp. 4/94)



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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 Los Angeles Kings Hockey Club, L.P. (formerly Majestic/Anschutz Venture, L.P.), a Delaware limited partnership

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 1, 1998

2. Name and address of receiving party(ies)

Name: BANK OF AMERICA NT & SA  
 Internal Address: Mail Code 14E3  
 Street Address: 333 S. Beaudry Ave.  
 City: Los Angeles State: CA ZIP: 90017

- Individual(s) citizenship
- Association National Trust & Savings
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)  
 74-670,993 (Application date May 8, 1995)  
 (Registration No. 2,162,337 - June 2, 1998); Mark (Kings Street Knights),  
 Application No. 75-352,743 - September 5, 1997

B. Trademark Registration No.(s)

921,756 1,718,268  
 921,757 1,753,976

U.S. Patent & TMO/TM Mail Receipt Dt. = 70



07-06-1998

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert L. Morrison, Esq.  
 Internal Address: Pillsbury Madison & Sutro LLP

Street Address: 725 So. Figueroa St., 12th Fl.

City: Los Angeles State: CA ZIP: 90017-5443

6. Total number of applications and registrations involved: 6

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)

07/24/1998 JSHABAZZ 00000044 74670993

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 02 FC-482 125.00 OP

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.

ROBERT L. MORRISON

Name of Person Signing

Signature

6/22/98

Date

Total number of pages including cover sheet, attachments, and document: 23

**THIRD AMENDMENT TO PLEDGE AND SECURITY AGREEMENT**

This Third Amendment to Pledge and Security Agreement (this "Amendment"), dated as of February 1, 1998, is entered into by and between THE LOS ANGELES KINGS HOCKEY CLUB, L.P. (formerly Majestic/Anschutz Venture, L.P.), a Delaware limited partnership (the "Grantor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (the "Bank").

**RECITALS**

A. The Grantor and the Bank have entered into that certain Pledge and Security Agreement dated as of October 17, 1995, that certain First Amendment To Pledge And Security Agreement And Waiver dated as of September 9, 1996, and that certain Second Amendment To Pledge And Security Agreement dated as of November 25, 1997 (collectively the "Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

B. Pursuant to the terms of the Agreement, the Grantor granted to the Bank a security interest in all of the Grantor's right, title and interest in the Collateral, which includes the Related Documents (as defined in the Loan Agreement).

C. The Grantor and the Bank have agreed to amend the Agreement to, among other things, update and clarify the Collateral under the Agreement.

SECTION 1. Amendments to Agreement. The Agreement is, effective as of the date hereof and subject to satisfaction of the conditions precedent set forth in Section 2, hereby amended as follows:

(a) Annexes 1 through 6 are hereby updated by the Annexes (for 1997/1998) attached hereto as Exhibit "A" and herein incorporated by reference:

(b) Section 4 of the Agreement is hereby amended by adding the following new subsection 4.15 thereto.

"4.15 Updating Annexes. The Grantor shall by no later than November 1, 1998 deliver to the Bank new, updated Annexes 1 through 3 (for 1998/1999) to this Agreement. Grantor shall update Annexes 4 through 5 upon reasonable request by Bank, said request to be limited to one per year unless circumstances warrant otherwise. The Grantor hereby agrees to execute such amendments and UCC Financing Statements as are reasonably

requested by the Bank to incorporate such new Annexes. The Grantor hereby also agrees to reimburse the Bank for all reasonable expenses incurred by it in connection with the above and in connection with any filings with any secretary of state or with the United States Patent and Trademark Office."

SECTION 2. Conditions of Effectiveness. This Amendment shall become effective when, and only when, counterparts of this Amendment shall have been executed by the Grantor and the Bank and UCC Amendments for California, Colorado and Delaware shall have been executed by the Grantor and the Bank.

SECTION 3. Representations and Warranties of the Grantor. The Grantor represents and warrants as follows:

(a) The execution, delivery and performance by the Grantor of this Amendment are within the Grantor's partnership powers, have been duly authorized by all necessary partnership action and do not contravene (i) the Grantor's partnership agreement, (ii) any Governmental Rule applicable to the Grantor or any contractual restriction binding on or affecting the Grantor, or result in, or require, the creation or imposition of any Lien or preferential arrangement of any nature (other than any created by the Agreement, as amended hereby) upon or with respect to any of the properties now owned or hereafter acquired by the Grantor.

(b) No Governmental Approval is required for the due execution, delivery and performance by the Grantor of this Amendment.

(c) This Amendment constitutes a legal, valid and binding obligation of the Grantor enforceable against the Grantor in accordance with its terms, subject to the effect of any bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and the effect of general principles of equity.

SECTION 4. Reference to and Effect on the Loan Documents.

(a) Upon the effectiveness of Section 1, on and after the date hereof each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference in the other Loan Documents (as defined in the Loan Agreement) to the Agreement, shall mean and be a reference to the Agreement as amended hereby.

(b) Except as specifically amended above, the Agreement and all other Loan Documents shall remain in full force and effect and are hereby ratified and confirmed.

Without limiting the generality of the foregoing, all of the Collateral does and shall continue to secure the payment of all obligations of the Grantor under the Loan Agreement and the other Loan Documents, in each case as amended hereby.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of the Bank under any of the Loan Documents or constitute a waiver of any provision of any of the Loan Documents.

SECTION 5. Costs, Expenses and Taxes. The Grantor agrees to pay on demand all reasonable costs and expenses of the Bank in connection with the negotiation, preparation, execution and delivery of this Amendment, including the reasonable fees and out-of-pocket expenses of counsel (including in-house counsel) for the Bank with respect thereto and with respect to advising the Bank as to its rights and responsibilities hereunder. In addition, the Grantor shall pay any and all stamp and other taxes, recording and filing fees and title fees payable or determined to be payable in connection with the execution and delivery of this Amendment, and the Grantor agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes.

SECTION 6. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

SECTION 7. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

THE LOS ANGELES KINGS HOCKEY CLUB,  
L.P., a Delaware limited partnership

By: ANSCHUTZ L.A. VENTURE, INC.,  
a Delaware corporation  
Its General Partner

By: *Thomas S. Schmitt*  
Name: Thomas S. Schmitt  
Title: Manager

BANK OF AMERICA NATIONAL TRUST  
AND SAVINGS ASSOCIATION

By: *Pamela Holloway-Dobson*  
Pamela Holloway-Dobson  
Vice President

ANNEX 1

LIST OF COPYRIGHTS, COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR COPYRIGHT REGISTRATIONS

<u>Title</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Effective Date</u>
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All copyrights and copyright rights throughout the world in perpetuity to all Los Angeles Kings hockey games, exhibitions and other events, including, without limitation, TX-3-021-319.

CANADA

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
Los Angeles Kings Crest Design	392364	10/11/89
Kings Crest Design	392365	10/11/89

#368498

ANNEX 2

LIST OF PATENTS AND PATENT APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
	NONE	

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## ANNEX 3

LIST OF TRADE NAMES, TRADEMARKS, SERVICES MARKS,  
TRADEMARK AND SERVICE MARK REGISTRATIONS AND  
APPLICATIONS FOR TRADEMARK AND SERVICE MARK REGISTRATIONS;  
FOREIGN TRADEMARKS

U. S. TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Kings	921,756	10/05/71
Los Angeles Kings (and Design)	921,757	10/25/71
Los Angeles Kings (and Design)	1,718,268	9/22/92
Kings	1,753,976	2/23/93

and the following marks registered with the Secretary of State of California:

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Los Angeles Kings (and Design)	0095317	12/27/91

PENDING U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
Design [Kings Head]	74/670,993	5/8/95
Kings Street Knights	not available	9/95

#368493



## ANNEX 3 (Cont.)

CANADIAN TRADEMARKS

<u>Mark</u>	<u>Application (A) Registration (R)</u>	<u>Serial No.</u>
Kings	325,754	TMA 170636
Los Angeles Kings	325,755	TMA 170637
Kings & Design	341,130	TMA 182,312
Los Angeles Kings & Design	491,940	TMA 298,483
Los Angeles Kings & Design	491,942	TMA 292,629
Los Angeles Kings & Design	635,659	TMA 378,076
Los Angeles Kings & Design	635,660	TMA 391,513
Kings Design	782,483	

OTHER FOREIGN TRADEMARKS

<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
Australia	A600939	4/23/93
Austria	137,357	8/30/91
Benelux	487294	8/06/90
Czech Republic	171283	9/25/92
Denmark	VR 00.997 1994	2/18/94
Finland	132,344	6/06/94
France	1 620 699	8/08/90
Germany	1180364	8/01/90
Hungary	131 273	9/25/90
Italy	604,291	9/11/90
Japan	Pending	Pending
New Zealand	231173/231174	10/19/93
Norway	168165	6/15/95
Poland	75767	10/12/90
Russia	110448	8/27/91
Slovak Republic	171283	9/23/92
Sweden	308 414	2/09/96
Switzerland	391 619	6/02/92

#368498

## ANNEX 4

## LIST OF CONTRACTS, LICENSES AND OTHER AGREEMENTS

1. License and Assignment Agreement (United States) dated as of July 1, 1991, by and between the Member Clubs of the National Hockey League and the New York, New York Office of the National Hockey League.
2. License and Assignment Agreement (Canada) dated as of July 1, 1991, by and between the Member Clubs of the National Hockey League and the Montreal, Quebec Office of the National Hockey League.
3. Local License Agreement between the Kings and Kings Care Foundation dated as of September 6, 1996.
4. License agreement BMI relating to the right to broadcast music at the Great Western Forum during Los Angeles Kings home games.
5. NHL/ASCAP Agreement.
6. Performance License agreement dated as of February 18, 1997 between the Kings and SESAC, Inc.
7. Agreement dated as of October 1, 1996 by and between Liberman Broadcasting, Inc. and The L. A. Kings Hockey Club, L.P. regarding the broadcast of Kings games in Spanish by KWIZ Radio 1480 AM.
8. Radio Broadcast Agreement dated September 10, 1994, between Sports Radio, Inc., a California corporation, and LAK. Jacor Broadcasting of San Diego, Inc. is the successor to Sports Radio, Inc. under the agreement.
9. Broadcast agreement between The Los Angeles Kings Hockey Club, L.P. and Prime Ticket Networks, L.P.
10. NHL/ESPN Agreement.
11. NHL/Fox Agreement.
12. NHL/Molson Agreement (Canada).
13. Advertising Agreement dated as of February 15, 1996 between California Sports Incorporated and VISA, U.S.A.

#368498

14. Affinity agreement between MBNA America Bank, N.A. and The Los Angeles Kings Hockey Club, L.P. This contract was not assumed when Grantor purchased substantially all of the assets of LAK Acquisition Corp., a California corporation, in October, 1995, but Grantor has been doing business with MBNA America Bank, N.A. pursuant to a verbal agreement.
15. Licensed User Agreement dated as of July 14, 1983, by and between Ticketmaster-Southern California, Inc., a California corporation, and Jerry H. Buss, d/b/a/ California Sports, as amended. The Kings first became a party to this agreement, in a limited capacity, as of the April \_\_, 1996 amendment.
16. Broadcast agreement with KCAL Channel 9.
17. Local License Agreement dated as of September 16, 1997 between the Kings and Los Angeles Kings Booster Club, Inc.
18. Local License Agreement dated as of January 14, 1998 between the Kings and Southern California Amateur Hockey Association.
19. In addition, many of the Kings advertising/sponsorship agreements listed on Annex 6 under advertising contracts allow the advertiser/sponsor to use the Kings logo in P.O.S. and P.O.P. displays.

ANNEX 5

LIST OF LOCATIONS

The Great Western Forum  
3900 West Manchester Boulevard  
Inglewood, California 90305

555 17th Street  
Suite 3320  
Denver, Colorado 80202

13191 Crossroads Parkway North  
City of Industry, California 91746

8345 Hayvenhurst Place  
North Hills, California 91343

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## ANNEX 6

LIST OF PERSONNEL CONTRACTS, ADVERTISING  
AND BROADCASTING AGREEMENTS AND OTHER AGREEMENTS

	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
Radio Broadcast Agreement dated September 10, 1994, between Sports Radio, Inc., a California corporation, and LAK.		X
Agreement dated as of October 1, 1996 by and between Liberman Broadcasting, Inc. and L. A. Kings, Ltd., regarding the broadcast of Kings game in Spanish by KWIZ Radio 1480 AM.		X
Broadcast Agreement, dated as of October 16, 1996, among the Kings, KBC and Young Broadcasting of Los Angeles, Inc. (KCAL).	X	
Rights Agreement, dated as of August 1, 1988 among Jerry H. Buss, L.A. Kings, Ltd., and Prime Ticket Network, as amended by the First Amendment to Rights Agreement dated as of August 1, 1988 among Jerry H. Buss, L.A. Kings, Ltd., L.A. Rex, Inc. and Prime Ticket Network, and as further amended by the Second Amendment to Rights Agreement, dated as of July 29, 1996, among The Los Angeles Kings Hockey Club, L.P., Kings Broadcast Company and Prime Ticket Networks, L.P.	X	
NHL/ESPN Agreement.	X	
NHL/Fox Agreement.	X	
NHL/Molson Agreement (Canada).	X	
NHL/ASCAP Agreement	X	
License and Assignment Agreement (United States) dated as of July 1, 1991, by and among the Member Clubs of the National Hockey League and the New York, New York Office of the National Hockey League.	X	

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	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
License and Assignment Agreement (Canada) dated as of July 1, 1991, by and among the Member Clubs of the National Hockey League and the Montreal, Quebec Office of the National Hockey League.	X	
Letter agreement, dated as of September 20, 1995 and as amended on October 2, 1995, between the Kings and the NHL, pertaining to the payment of outer market fees and other financial matters between the NHL and the Kings' predecessor in interest.	X	
NHL Constitution and Bylaws		
Collective Bargaining Agreement, effective January 13, 1995 and amended June 26, 1997, between the NHLPA and the NHL	X	
Consent Agreement, dated as of October 12, 1995, among the NHL, Majestic Realty Co., Anschutz Company, Majestic L.A. Venture Inc., Anschutz L.A. Venture, Inc. and the Kings		X
Guaranty (in the form of a letter agreement, dated as of October 12, 1995, executed by the Kings, Majestic Realty Co., and Anschutz Company for the benefit of the NHL.	X	
Letter agreement, dated as of September 20, 1995 and as amended on October 2, 1995, between the Kings and the NHL, pertaining to the payment of outer market fees and other financial matters between the NHL and the Kings' predecessor in interest.	X	
Consent and Release Agreement, dated as of June 15, 1993 between the Kings (as successor in interest to L.A. Kings, Ltd. and its affiliates) and Disney Sports Enterprises, Inc.	X	
Territorial Rights Agreement, dated as of February 24, 1993, between the Kings (as successor in interest to L.A. Kings, Ltd.) and Ogden Facility Management Corporation of Anaheim.	X	

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	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
Joinder Agreement, dated as of October 12, 1995, among the Kings, NHL Enterprises, Inc. and the NHL.		X
Marketing and Administration Agreement (United States) dated as of July 1, 1991, by and between the New York, New York Office of the National Hockey League and National Hockey League Services, Inc., now known as NHL Enterprises, Inc.	X	
Marketing and Administration Agreement (Canada) dated as of July 1, 1991, by and between the Montreal, Quebec Office of the National Hockey League and NIILS of Canada, Ltd., now known as NHL Enterprises Canada, Inc.	X	
Kings Venue Contract, dated as of October 12, 1995, between California Forum, California Sports, Incorporated, and the Kings.	X	
Kings New Arena Venue Contract, dated as of June 14, 1996, between Arena and the Kings.	X	
Subordination, Nondisturbance and Attornment Agreement, dated as of November 7, 1997, among Forum Realty, LLC., CF, CSI, the Kings and Fleet National Bank.	X	
Lease Agreement dated January 29, 1993 between Old Kings and Iceoplex, L.P. as amended March 6, 1995.		X
Licensed User Agreement dated as of July 14, 1983, by and between Ticketmaster - Southern California, Inc., and Jerry H. Buss, d/b/a/ California Sports, as amended from time to time, and Amendment to Licensed User Agreement, dated April _____, 1996 between the Kings and Ticketmaster-Southern California, Inc.		X
Agreement by and between Los Angeles Kings Hockey Club and Utah Grizzlies Professional Hockey Club, Inc. for July 1, 1997 through June 30, 1998 - Minor League Loan Agreement.	X	

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	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
Letter agreement by and between Los Angeles Kings Hockey Club and Montreal Canadiens dated April 23, 1997 - Fredericton Minor League Loan Agreement.	X	
Agreement by and between Los Angeles Kings Hockey Club and B.G. Hockey Ventures, L.P. dba as Phoenix Coyotes in the NHL, dated July, 1997 - Springfield Falcons Minor League Loan Agreement.	X	
Agreement between the Kings and Long Beach Ice Dogs.	X	
Letter agreement, dated September 25, 1997, between the Kings and Mississippi Sea Wolves.	X	
Local License Agreement, dated as of September 6, 1996 between the Kings and Kings Care Foundation	X	
Local License Agreement dated as of September 16, 1997 between the Kings and Los Angeles Kings Booster Club, Inc.	X	
Local License Agreement dated as of January 14, 1998 between the Kings and Southern California Amateur Hockey Association	X	
Performance License dated as of February 18, 1997 between the Kings and SESAC, Inc.	X	
License Agreement dated November 19, 1990 between Old Kings and Broadcast Music, Inc.	X	
Affinity Agreement dated April 30, 1995 between the Kings and MBNA America Bank, N.A. *		X

\*This contract was not assumed when Grantor purchased substantially all of the assets of LAK Acquisition Corp., a California corporation, in October, 1995, but Grantor has been doing business with MBNA America Bank, N.A. pursuant to a verbal agreement.



PLAYER CONTRACTS

	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
Batyrshin, Ruslan	X	
Belanger, Eric	X	
Berg, Aki-Petteri	X	
Blake, Robert	X	
Boucher, Phillippe	X	
Bylsma, Dan	X	
Carpenter, Bob*	X	
Chabot, Frederic	X	
Churla, Shane*	X	
Conacher, Pat*	X	
Courtnall, Russ	X	
Dale, Andrew	X	
Donnelly, Mike*	X	
Druce, John*	X	
Ferraro, Ray	X	
Finn, Steven	X	
Fiset, Stephane	X	
Galley, Gary	X	
Granato, Tony*	X	
Green, Josh	X	
Gretzky, Wayne**		X
Guzda, Brad	X	
Hrudey, Kelly*	X	
Johnson, Craig	X	

#355495

	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
Johnson, Matt	X	
Jokinen, Olli	X	
LaFayette, Nathan	X	
LaPerriere, Ian	X	
MacLean, Donald	X	
McKenna, Steve	X	
McSorley, Marty*	X	
Modry, Jaroslav	X	
Moger, Sandy	X	
Morgan, Jason	X	
Murray, Glen	X	
Nemecek, Jan	X	
Norstrom, Mattias	X	
O'Donnell, Sean	X	
Perreault, Yanic	X	
Robitaille, Luc	X	
Rosa, Pavel	X	
Rychel, Warren*	X	
Schmidt, Chris	X	
Shevalier, Jeff	X	
Slaney, John***	X	
Stauber, Rod*	X	
Stevens, Kevin*	X	
Storr, Jamie	X	
Stumpel, Jozef	X	

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	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
Sydor, Daryl*	X	
Taylor, Chris	X	
Thompson, Brent*	X	
Tocchet, Rick*	X	
Tsyplakov, Vladimir	X	
Visheau, Mark	X	
Vopat, Jan	X	
Vopat, Roman	X	
Yachmenev, Vitali	X	
Zhitnik, Alex*	X	
Zmolek, Doug	X	

\*These players are no longer with the Kings and are listed solely because the Kings owe some deferred obligations to them as a result of previous employment.

\*\*Gretzky no longer plays with the Kings, but is still owed certain obligations by the Kings, including deferred compensation. Those obligations are reflected in the Agreement, dated October 12, 1995, between the Kings and Gretzky. Pursuant to the foregoing agreement, the Kings assumed the obligations of Kings, Ltd. and LAK Acquisition Corp. under the following agreements: (i) the Standard Players Contract (with an Addendum attached thereto) dated October 1, 1993 and (ii) the Personal Services Agreement, dated October 1, 1993.

\*\*\*Players contract was bought out and player is listed solely because the Kings owe some obligations to him under the buy out agreement.

**ADVERTISING CONTRACTS**  
(with aggregate revenues over \$50,000)

SPONSOR/ PARTY	DATE OF CONTRACT	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
AMC THEATERS	October 31, 1997	X	
ANHEUSER-BUSCH	Pending Local Sports Broadcast Agreement		
ANHEUSER-BUSCH	Pending Advertising Signage Agreement		
AUTO CLUB OF SO. CALIFORNIA	November 28, 1997	X	
BANK OF AMERICA	Pending	X	
CENTINELA MEDICAL CENTER	February 26, 1996	X	
DAILY NEWS	October 24, 1997	X	
ELMORE TOYOTA	N/A	X	
FOX SPORTS WEST (PRIME SPORTS)	September 29, 1997	X	
GTE	October 24, 1997	X	
HEINEKIN	December 12, 1996	X	
HORNBURG JAGUAR	October 14, 1997	X	
IKON OFFICE SOLUTIONS	November 5, 1997	X	
LOS ANGELES TIMES	August 20, 1997	X	
MARTIN CADILLAC	N/A	X	
MBNA	April 30, 1995	X	
OAKWOOD	September 25, 1997	X	
OFFICE DEPOT	November 22, 1996	X	
PEPSI	Contract not yet signed. To be dated September 1, 1996.	X	
POWERADE (NHL)	June 30, 1997	X	

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SPONSOR/ PARTY	DATE OF CONTRACT	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
RAD/NET MANAGEMENT	October 8, 1997	X	
SHARP ELECTRONICS	September 23, 1997	X	
SPORTS CLUB	October 8, 1997	X	
STAPLES*	September 26, 1997	X	
TARGET		X	
TICKETMASTER	June 19, 1996	X	
TOYOTA	September 8, 1997	X	
UNITED AIRLINES	July 19, 1996	X	
VISA USA	February 15, 1996	X	
XEROX CORPORATION	October 17, 1995	X	

\*Pursuant to a letter agreement dated November 14, 1997, L.A. Arena Company, LLC is obligated to make certain payments to the Kings as the consideration for the Staples Contract.

EXISTING NON-PLAYER EMPLOYMENT CONTRACTS

EMPLOYEE	STARTING DATE OF CONTRACT	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
Michael Allison	October 1, 1997	X	
Michael Allison	October 1, 1997	X	
Serge Aubry	August 1, 1996	X	
Garnet "Ace" Bailey	August 16, 1996	X	
Dan Beckerman	August 15, 1997	X	
Greg Brohamer	September 1, 1997	X	
John Cimperman	July 8, 1996	X	
Greg Drechsel	August 1, 1996	X	
Don Edwards	July 1, 1997	X	
Ted Fikre	August 15, 1997	X	
Jim Fox	September 1, 1996	X	
Dan Garcia	September 1, 1997	X	
Rick Garcia	August 1, 1997	X	
Rick Green	August 15, 1997	X	
William Gurney	August 1, 1997	X	
Mitch Huberman	August 4, 1997	X	
Rob Laird	July 1, 1996	X	
Jay Leach	August 16, 1997	X	
Guy LeMasurier	May 1, 1997	X	
Tim Leiweke	June 1, 1996	X	
Peter Millar	August 1, 1997	X	
Robert Miller	July 1, 1996	X	
Al Murray	October 12, 1995	X	

#368493

EMPLOYEE	STARTING DATE OF CONTRACT	NO CONSENT TO COLLATERAL ASSIGNMENT REQUIRED	CONSENT TO COLLATERAL ASSIGNMENT REQUIRED
Lori Murray	October 12, 1995	X	
Vaclav Nedomansky	August 1, 1997	X	
Nick Nickson	October 12, 1995	X	
William O'Flaherty	August 1, 1997	X	
John Percich	August 1, 1996	X	
Larry Robinson	August 1, 1995		X
John Stanton	August 1, 1996	X	
Dave Taylor	April 22, 1997	X	
Rogie Vachon	March 15, 1994	X	
Ari Vuori	August 1, 1997	X	
John Wolf	August 1, 1996	X	
Robert Zolg	September 1, 1997	X	

#368498

RECORDED: 07/06/1998

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TRADEMARK

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