

08-21-1998

IEET



To the Hon. Commissioner of Patents and Trademarks

documents or copy thereof.

100797445

1. Name of conveying party(ies):

Harlem Globetrotters International, Inc.

2.

Name and address of receiving party(ies):

Name: Imperial Bank Arizona

Internal Address:

☐ Individual☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation - State (Minnesota)☐ Other

U.S. Patent & TMOfo/TM Mail Rcpt Dt. #64

400 E. Van Buren, Suite 900



07-31-1998

State: AZ

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other☐ Individual(s) citizenship☐ Association☐ General Partnership - State ()☐ Limited Partnership - State ()☒ Corporation-State (Arizona)☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designation must be separate from Assignment)Additional name(s) & address(es) attached: ☐ Yes ☒ No

Execution Date: July 30, 1998

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

A. Trademark Application No.(s)

(1) 75/258,888

(2) 75/262,949

B. Trademark Registration No.(s)

(1) 542,473 (2) 1,727,168 (3) 542,474

(4) 1,109,727 (5) 662,372 (6) 2,052,581

(7) 1,269,464 (8) 1,700,895

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mark W. Daliere, Esq.

Address: O'CONNOR CAVANAGH

One East Camelback Road

Suite 1100

Phoenix, Arizona 85012-1656

Telephone: (602) 263-2440

6. Total number of applications and registrations involved: 10

7. Total Fee (37 CFR 3.41)

\$ 245.00

☒ Enclosed☒ Charge deficiency or credit overpayment to Deposit Account

8. Deposit Account No. 15-0184

Per Assignment Division directive a duplicate of this page is not attached

08/20/1998 INBUYEN 00000103 542473

01 FC:481

40.00 OP

02 FC:482

200.00 OP

03 FC:998

5.00 OP

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.

Mark W. Daliere

Name of Person Signing

Signature

Date

Total number of pages submitted: 38

RECORDATION FORM COVER SHEET

TRADEMARK COLLATERAL SECURITY AGREEMENT
AND CONDITIONAL ASSIGNMENT

This TRADEMARK COLLATERAL SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT (as amended, modified or supplemented from time to time, this "**Agreement**") is dated as of July 31, 1998 and entered into by and between Harlem Globetrotters International, Inc., a Minnesota corporation ("**Grantor**") and Imperial Bank Arizona, an Arizona banking corporation ("**Secured Creditor**").

PRELIMINARY STATEMENTS

A. Grantor has requested Secured Creditor to make available to Grantor certain revolving credit and term loans and Secured Creditor has agreed to the foregoing request of Grantor upon the terms set forth in the Loan Agreement, of even date herewith, by and between Grantor and Secured Creditor (the "**Loan Agreement**").

B. Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (collectively, the "**Trademarks**").

C. Collateral Agent desires to become a secured creditor with respect to and, under the circumstances described herein, an assignee of all of the existing and future Trademarks, all registrations that have been or may hereafter be issued or applied for thereon (the "**Registrations**"), all common law and other rights in and to the Trademarks (the "**Trademark Rights**"), all goodwill of Grantor's business symbolized by the Trademarks and associated therewith, including without limitation the documents and things described in Section 1(b) (the "**Associated Goodwill**"), and all proceeds of the Trademarks, the Registrations, the Trademark Rights and the Associated Goodwill, and Grantor agrees to create a secured and protected interest in the Trademarks, the Registrations, the Trademark Rights, the Associated Goodwill and all the proceeds thereof as provided herein.

D. Pursuant to the Security Agreement, Grantor has granted to Secured Creditor a lien on and security interest in, among other assets, the equipment, inventory, accounts and contract rights relating to the products and services sold or delivered under or in connection with the Trademarks such that, upon the occurrence and during the continuation of an Event of Default (as hereinafter defined), Secured Creditor would be able to exercise its remedies consistent with this Agreement and the other Loan Documents and applicable law to foreclose upon Grantor's businesses (or any of them) and use the Trademarks, the Registrations and the Trademark Rights in conjunction with the continued operation of such businesses,

maintaining substantially the same product and service specifications and quality as maintained by Grantor, and benefit from the Associated Goodwill.

E. Upon the occurrence and during the continuation of an Event of Default, and to permit Secured Creditor to operate Grantor's businesses (or any of them) without interruption and to use the Trademarks, Registrations, Trademark Rights and Associated Goodwill in conjunction therewith, Grantor is willing to grant to Secured Creditor the conditional assignment of Grantor's entire right, title and interest in and to the Collateral (as hereinafter defined) and to appoint Secured Creditor as Grantor's attorney-in-law and attorney-in-fact to execute documents and take actions to confirm said assignments.

F. It is a requirement under the Loan Agreement that Grantor shall have granted the security interests and made the conditional assignment and undertaken the obligations contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises, in order to induce Secured Creditor to make certain revolving credit and term loans under the Loan Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby agrees with Secured Creditor as follows:

SECTION 1. Grant of Security. Grantor hereby grants to Secured Creditor, a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Collateral"):

(a) each of the Trademarks and rights and interests in Trademarks which are presently, or in the future may be, owned, held (whether pursuant to a license or otherwise) or used by Grantor, in whole or in part (including, without limitation, the Trademarks specifically identified in Schedule A annexed hereto, as the same may be amended pursuant hereto from time to time), and including all Trademark Rights with respect thereto and all federal and state Registrations therefor heretofore or hereafter granted or applied for, the right (but not the obligation) to register claims under any state or federal trademark law and to apply for, renew and extend the Trademarks, Registrations and Trademark Rights, the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Secured Creditor or otherwise for past, present and future infringements of the Trademarks, Registrations or Trademark Rights and all rights (but not obligations) corresponding thereto, and the Associated Goodwill, excluding, however, any of the foregoing which is not material to Grantor pursuant to any license that expressly prohibits any such assignment, transfer or conveyance; it being understood that the rights and interests included herein shall include, without limitation, all rights and interests pursuant to licensing or other contracts in favor of Grantor pertaining to the Trademarks, Registrations or Trademark Rights presently or in the future owned or used by third parties but, in the case of third parties which are not affiliates of

Grantor, only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third parties;

(b) the following documents and things in Grantor's possession, or subject to Grantor's right to possession, related to (x) the production, sale and delivery by Grantor, or by any affiliate, licensee or subcontractor of Grantor, of products or services sold or delivered by or under the authority of Grantor in connection with the Trademarks, Registrations or Trademark Rights (which products and services shall, for purposes of this Agreement, be deemed to include, without limitation, products and services sold or delivered pursuant to merchandising operations utilizing any Trademarks, Registrations or Trademark Rights); or (y) any retail or other merchandising operations conducted under the name of or in connection with the Trademarks, Registrations or Trademark Rights by Grantor or any affiliate, licensee or subcontractor of Grantor:

(i) all lists and ancillary documents that identify and describe any of Grantor's customers, or those of its affiliates, licensees or subcontractors, for products sold and services delivered under or in connection with the Trademarks or Trademark Rights, including without limitation any lists and ancillary documents that contain a customer's name and address, the name and address of any of its warehouses, branches or other places of business, the identity of the person or persons having the principal responsibility on a customer's behalf for ordering products or services of the kind supplied by Grantor, or the credit, payment, discount, delivery or other sale terms applicable to such customer, together with information setting forth the total purchases, by brand, product, service, style, size or other criteria, and the patterns of such purchases;

(ii) all product and service specification documents and production and quality control manuals used in the manufacture or delivery of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights;

(iii) all documents which reveal the name and address of any sources of supply, and any terms of purchase and delivery, for any and all materials, components and services used in the production of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights; and

(iv) all documents constituting or concerning the then current or proposed advertising and promotion by Grantor or its affiliates, licensees or subcontractors of products and services sold or delivered under or in connection with the Trademarks or Trademark Rights including, without limitation, all documents which reveal the media used or to be used and the cost for all such advertising conducted within the described period or planned for such products and services;

(c) all books, records, ledger cards, files, correspondence, computer programs, tapes, disks and related data processing software that at any time evidence or contain

information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon; and

(d) all proceeds, products, rents and profits (including without limitation license royalties and proceeds of infringement suits) of or from any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Creditor is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

SECTION 2. Conditional Assignment. In addition to, and not by way of limitation of, the granting of a security interest in the Collateral pursuant to Section 1, Grantor hereby, effective upon the occurrence of an Event of Default and upon written notice from Secured Creditor (provided, that if an Event of Default specified in Section 9.1(e) of the Loan Agreement shall occur, the result which would occur upon the giving of written notice by Secured Creditor shall occur automatically without the giving of any such notice), grants, sells, conveys, transfers, assigns and sets over to Secured Creditor, for its benefit of all of Grantor's right, title and interest in and to the Collateral, including without limitation Grantor's right, title and interest in and to the Trademarks identified in Schedule A annexed hereto, the goodwill of the business symbolized by said Trademarks and all Registrations relating to said Trademarks, excluding, however, any of the Collateral which is not material to Grantor that is held or used by Grantor pursuant to any license that expressly prohibits any such assignment, transfer or conveyance.

SECTION 3. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the following:

(a) Payment and performance of all obligations to Grantor under the terms of the Loan Agreement (including the obligations to Grantor under the Revolving Credit Loan and the Term Loan, together with all extensions, modifications, substitutions or renewals thereof, or other advances made thereunder;

(b) Payment and performance of all obligations of Grantor under the terms of (i) the Revolving Credit Promissory Note, of even date herewith, in maximum principal amount of \$1,000,000.00, executed by Grantor in favor of Lender, (ii) the Promissory Note (Term Loan) of even date herewith, in the stated principal amount of \$6,000,000.00, executed by Grantor in favor of Lender, and (iii) any other Notes; together with all extensions, modifications, substitutions or renewals thereof, or other advances made thereunder;

(c) Payment and performance of every obligation, covenant and agreement of Grantor contained in this Agreement; together with all extensions, modifications, substitutions or renewals thereof, or other advances made thereunder;

(d) Payment and performance of every obligation, covenant and agreement of Grantor, each Guarantor, or Pledgor contained in each of the Related Documents; together with all extensions, modifications, substitutions or renewals thereof, or other advances made thereunder; and

(e) Payment and performance of all other obligations and liabilities of Grantor to Lender, whether now existing or hereinafter occurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent, or whether incurred directly or acquired by Lender by assignment or otherwise.

SECTION 4. Grantor to Remain Liable. Anything contained herein to the contrary notwithstanding, (a) Grantor shall remain liable under any contracts and agreements to which it is a party that are included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Creditor of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) Secured Creditor shall not have any obligation or liability under any contracts and agreements included in the Collateral by reason of this Agreement, nor shall Secured Creditor be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 5. Representations and Warranties. Grantor represents and warrants as follows:

(a) Description of Collateral. A true and complete list of all Trademarks, Registrations and Trademark Rights owned, held (whether pursuant to a license or otherwise) or used by it, in whole or in part, as of the date of this Agreement is set forth in Schedule A annexed hereto.

(b) Validity and Enforceability of Collateral. Each of the Trademarks, Registrations and Trademark Rights that is material to its financial condition or business is valid, subsisting and enforceable and Grantor is not aware of any pending or threatened claim by any third party that any of such Trademarks, Registrations or Trademark Rights is invalid or unenforceable or that the use of any of the Trademarks, Registrations or Trademark Rights violates the rights of any third person or of any basis for any such claim.

(c) Ownership of Collateral. Except for the security interest and conditional assignment created by this Agreement and the licenses entered into in the ordinary course of business, it owns the Collateral in which it grants a security interest and/or conditional

assignment hereunder free and clear of any lien. Except such as may have been filed in favor of Secured Creditor relating to this Agreement, (i) no effective financing statement or other instrument similar in effect covering all or any part of the Collateral in which it grants a security interest and/or conditional assignment hereunder is on file in any filing or recording office and (ii) no effective filing covering all or any part of such Collateral is on file in the United States Patent and Trademark Office or office for registration of the trademarks or patents anywhere in the world other than filings of record in the United States Patent and Trademark Office in favor of National Westminster Bank USA described on Schedule B annexed hereto (the "NatWest Filings").

(d) Office Locations; Other Names. As of the date hereof, the chief place of business, the chief executive office and the office where it keeps its records regarding the Collateral is, and has been for the four month period preceding the date hereof, located at the places specified in Schedule C annexed hereto. As of the date hereof, Grantor has not in the past five years done, and does not now do, business under any other name (including any trade-name or fictitious business name) except under the names specified in Schedule C annexed hereto.

(e) Governmental Authorizations. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for either (i) the grant by it of the security interest and conditional assignment granted hereby, (ii) the execution, delivery or performance of this Agreement by it, or (iii) the perfection of or the exercise by Secured Creditor of its rights and remedies hereunder in the United States (except as may have been taken by or at the direction of Grantor).

(f) Perfection. This Agreement, together with the filing of financing statements describing the Collateral with the Secretaries of State (or other appropriate governmental office) of the States of Arizona and Minnesota and the recording of this Agreement with the United States Patent and Trademark Office, which have been made or will be made immediately following the Effective Date, creates a valid, perfected and, first priority security interest in the Collateral (to the extent it may be perfected by filing under the laws of the United States or any state thereof), securing the payment of the Secured Obligations; provided that additional actions may be required with respect to the perfection of proceeds of the Collateral.

(g) NatWest Filings. All of the indebtedness, whether direct, indirect, contingent, liquidated, or unliquidated, secured or purported to be secured, by the NatWest Filings has been fully, finally and irrevocably satisfied, paid, and discharged.

(h) Other Information. All information heretofore, herein or hereafter supplied to Secured Creditor by or on behalf of Grantor with respect to the Collateral is accurate and complete in all material respects.

SECTION 6. Further Assurances, New Trademarks, Registrations and Trademark Rights.

(a) Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that Secured Creditor may reasonably deem to be necessary or desirable, or that Secured Creditor may reasonably request, in order to perfect and protect any security interest or conditional assignment granted or purported to be granted by Grantor hereby or to enable Secured Creditor to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor will: (i) at the reasonable request of Secured Creditor, mark conspicuously each of its records pertaining to the Collateral in which it grants a security interest hereunder with a legend, in form and substance reasonably satisfactory to Secured Creditor, indicating that such Collateral is subject to the security interest granted hereby, (ii) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as Secured Creditor may reasonably deem to be necessary or desirable, or as Secured Creditor may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby, (iii) at the reasonable request of Secured Creditor use its reasonable best efforts (other than the payment of money) to obtain any necessary consents of third parties to the grant and perfection of a security interest and assignment to Secured Creditor with respect to any Collateral, (iv) at any reasonable time, upon reasonable request by Secured Creditor, exhibit the Collateral in which it grants a security interest and/or conditional assignment hereunder to and allow inspection of such Collateral by Secured Creditor, or persons designated by Secured Creditor, and (v) at Secured Creditor's reasonable request, appear in and defend any action or proceeding that may adversely affect Grantor's title to or Secured Creditor's security interest in all or any material part of the Collateral in which it grants a security interest hereunder.

(b) Grantor hereby authorizes Secured Creditor to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral in which it grants a security interest and/or conditional assignment hereunder without the signature of Grantor where permitted by law. Grantor agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement signed by Grantor shall be sufficient as a financing statement in respect of the Collateral in which it grants a security interest and/or conditional assignment hereunder and may be filed as a financing statement in any and all jurisdictions.

(c) Grantor hereby authorizes Secured Creditor to modify this Agreement without obtaining Grantor's approval of or signature to such modification by amending Schedule A annexed hereto to include reference to any right, title or interest in any existing Trademark, Registration or Trademark Right or any Trademark, Registration or Trademark Right acquired or developed by Grantor after the execution hereof (excluding, however, any of the foregoing which is not material to Grantor and which is held or used by Grantor pursuant to any license that expressly prohibits any such assignment, transfer or conveyance) or to delete any reference

to any right, title or interest in any Trademark, Registration or Trademark Right in which Grantor no longer has or claims any right, title or interest.

(d) Grantor will furnish to Secured Creditor from time to time statements and schedules further identifying and describing the Collateral in which it grants a security interest and/or conditional assignment hereunder and such other reports in connection with such Collateral as Secured Creditor may reasonably request, all in reasonable detail.

(e) If Grantor shall obtain rights to any new Trademarks, Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto. Grantor shall promptly notify Secured Creditor in writing of any rights to any new Trademarks or Trademark Rights acquired by Grantor after the date hereof and of any Registrations issued by the United States or applications for Registration made in the United States after the date hereof. Concurrently with the filing of an application for Registration in the United States for any Trademark, the Grantor shall execute, deliver and record in all places where this Agreement is recorded an appropriate Trademark Collateral Security Agreement and Conditional Assignment, substantially in the form hereof, with appropriate insertions, or an amendment to this Agreement, in form and substance reasonably satisfactory to Secured Creditor, pursuant to which Grantor shall grant a security interest and conditional assignment to the extent of its interest in such Registration as provided herein to Secured Creditor unless so doing would, in the reasonable judgment of Grantor, after due inquiry, result in the grant of a Registration in the name of Secured Creditor, in which event Grantor shall give written notice to Secured Creditor as soon as reasonably practicable and the filing shall instead be undertaken as soon as practicable but in no case later than immediately following the grant of the Registration.

SECTION 7. Certain Covenants of Grantor. Grantor shall:

(a) not use or permit any of the Collateral in which it grants a security interest and/or conditional assignment hereunder to be used unlawfully or in violation of any provision of this Agreement or any applicable statute, regulation or ordinance or any policy of insurance covering any such Collateral;

(b) notify Secured Creditor of any change in its name, identity or corporate structure within 15 days of such change;

(c) give Secured Creditor 30 days' prior written notice of any change in its chief place of business or chief executive office or the office where it keeps its records regarding the Collateral;

(d) cause to be filed with the United States Patent and Trademark Office within 90 days after the date of this Agreement, such instruments and documents and take all further action as may reasonably be deemed to be necessary or desirable to remove the lien on the Collateral purported to be evidenced by the NatWest Filings.

(e) pay promptly when due all material property and other taxes, assessments and governmental charges or levies imposed upon, and all material claims (including claims for labor, materials and supplies) against, the Collateral in which it grants a security interest and/or conditional assignment hereunder, except to the extent the validity thereof is being contested in good faith; provided that, Grantor shall in any event pay such taxes, assessments, charges, levies or claims not later than five days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against Grantor or any of the Collateral in which it grants a security interest hereunder as a result of the failure to make such payment;

(f) not sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Collateral in which it grants or purports to grant a security interest and/or conditional assignment hereunder;

(g) except for the security interest and conditional assignment created by this Agreement, not create or suffer to exist any lien upon or with respect to any of the Collateral in which it grants or purports to grant a security interest and/or conditional assignment hereunder to secure the indebtedness or other obligations of any person;

(h) diligently keep reasonable records respecting the Collateral in which it grants a security interest and/or conditional assignment hereunder and at all times keep at least one complete set of its records concerning substantially all of the Trademarks, Registrations and Trademark Rights at its chief executive office or principal place of business;

(i) not permit the inclusion in any contract to which it becomes a party of any provision that could reasonably be expected to impair or prevent the creation of a security interest in, or the assignment of, its rights and interests in any property included within the definitions of any Trademarks, Registrations, Trademark Rights and Associated Goodwill acquired under such contracts;

(j) take all steps reasonably necessary to protect the secrecy of all trade secrets relating to the products and services sold or delivered under or in connection with the Trademarks and Trademark Rights, including without limitation entering into confidentiality agreements with employees and labeling and restricting access to secret information and documents;

(k) use proper statutory notice in connection with its use of each of the Trademarks, Registrations and Trademark Rights;

(l) use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the Trademarks, Registrations and Trademark Rights, including, to the extent applicable, in the operation and maintenance of its retail stores and other merchandising operations; and

(m) upon any of its officers obtaining knowledge thereof, promptly notify Secured Creditor in writing of any event that may materially and adversely affect the value of the Collateral in which it grants a security interest and/or conditional assignment hereunder or any material portion thereof, the ability of it or Secured Creditor to dispose of such Collateral or any material portion thereof, or the rights and remedies of Secured Creditor in relation thereto, including without limitation the levy of any legal process against such Collateral or any material portion thereof.

SECTION 8. Certain Inspection Rights. Grantor hereby grants to Secured Creditor and its employees, representatives and agents the right to visit Grantor's and any of its affiliate's or subcontractor's plants, facilities and other places of business that are utilized in connection with the manufacture, production, inspection, storage or sale of products and services sold or delivered under any of the Trademarks, Registrations or Trademark Rights, and to inspect the quality control and all other records relating thereto upon reasonable notice to Grantor and as often as may be reasonably requested; provided that, in the case of subcontractors' and affiliates' plants and facilities, Secured Creditor's rights granted under this Section 8 shall exist only to the extent permitted by Grantor's subcontracting agreements with each such subcontractor and Grantor's arrangements with each such affiliate; and provided further that Grantor will use its reasonable efforts to secure such inspection and visitation rights for Secured Creditor in all such subcontracting agreements to which Grantor hereafter becomes a party and in all such arrangements with affiliates.

SECTION 9. Amounts Payable in Respect of the Collateral. Except as otherwise provided in this Section 9, Grantor shall continue to collect, at its own expense, all amounts due or to become due to Grantor in respect of the Collateral in which it grants a security interest and/or conditional assignment hereunder or any portion thereof. In connection with such collections, Grantor may take (and, following the occurrence and continuation of an Event of Default, at Secured Creditor's direction, shall take) such action as Grantor or, following the occurrence and continuation of an Event of Default, Secured Creditor may deem necessary or advisable to enforce collection of such amounts; provided, however, that Secured Creditor shall have the right at any time, upon the occurrence and during the continuation of a Default or an Event of Default and upon written notice to Grantor of its intention to do so, to notify the obligors with respect to any such amounts of the existence of the security interest created, and the conditional assignment effected hereby, and to direct such obligors to make payment of all such amounts directly to Secured Creditor, and, upon such notification and at the expense of Grantor, to enforce collection of any such amounts and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done. After receipt by any Grantor of the notice from Secured Creditor referred to in the proviso to the preceding sentence, (i) all amounts and proceeds (including checks and other instruments) received by Grantor in respect of amounts due to Grantor in respect of the Collateral or any portion thereof shall be received in trust for the benefit of Secured Creditor hereunder, shall be segregated from other funds of Grantor and shall be forthwith paid over or delivered to Secured Creditor in the same form as so received (with any necessary endorsement) to be held as

Collateral and applied as provided by Section 17, and (ii) Grantor shall not adjust, settle or compromise the amount or payment of any such amount or release wholly or partly any obligor with respect thereto or allow any credit or discount thereon.

SECTION 10. Trademark Applications and Litigation.

(a) Grantor shall have the duty diligently, through counsel reasonably acceptable to Secured Creditor, to prosecute any trademark application relating to any of the Trademarks specifically identified in Schedule A annexed hereto that is pending as of the date of this Agreement and is material to Grantor's business, and to file and prosecute opposition and cancellation proceedings, renew United States Registrations and do any and all acts which are necessary or desirable to preserve and maintain all rights in all Trademarks, Registrations and Trademark Rights that are material to Grantor's business. Any expenses incurred in connection therewith shall be borne solely by Grantor.

(b) Except as provided in Section 10(d) and notwithstanding Section 2, Grantor shall have the right to commence and prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement, unfair competition, dilution or other damage as are in its reasonable business judgment necessary to protect the Collateral in which it grants a security interest and/or conditional assignment hereunder. Secured Creditor shall provide, at Grantor's expense, all reasonable and necessary cooperation in connection with any such suit, proceeding or action including, without limitation, joining as a necessary party.

(c) Grantor shall promptly, following its becoming aware thereof, notify Secured Creditor of the institution of, or of any adverse determination in, any proceeding (whether in the United States Patent and Trademark Office or any federal, state, local or foreign court) described in Section 10(a) or 10(b) or regarding Grantor's claim of ownership in or right to use any of the Trademarks, Registrations or Trademark Rights that are material to Grantor's business, its right to register the same, or its right to keep and maintain such Registration. Grantor shall provide to Secured Creditor any information with respect thereto reasonably requested by Secured Creditor.

(d) Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, Secured Creditor shall have the right (but not the obligation) to bring suit, in the name of any Grantor, Secured Creditor or otherwise, to enforce any Trademark, Registration and/or Trademark Right that is material to the Grantor's businesses (or any of them), Associated Goodwill and any material license thereunder, in which event Grantor shall, at the reasonable request of Secured Creditor, do any and all lawful acts and execute any and all documents reasonably required by Secured Creditor in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Secured Creditor as provided in Section 18 in connection with the exercise of its rights under this Section 10. To the extent that Secured Creditor shall elect not to bring suit to enforce any

Trademark, Registration, Trademark Right, Associated Goodwill or any license thereunder as provided in this Section 10(d), Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Trademarks, Registrations, Trademark Rights or Associated Goodwill that are material to Grantor's business by others and for that purpose agrees to diligently maintain any action, suit or proceeding against any Person so infringing necessary to prevent such infringement.

SECTION 11. Non-Disturbance Agreements, etc. If and to the extent that any Grantor is permitted to license any Collateral which is material to its business, Secured Creditor shall enter into a non-disturbance agreement or other similar arrangement, at Grantor's request and expense, with Grantor and any licensee of any Collateral permitted hereunder in form and substance satisfactory to Secured Creditor pursuant to which (a) Secured Creditor shall agree not to disturb or interfere with such licensee's rights under its license agreement with Grantor so long as such licensee is not in default thereunder and (b) such licensee shall acknowledge and agree that the Collateral licensed to it is subject to the security interest and conditional assignment created in favor of Secured Creditor and the other terms of this Agreement.

SECTION 12. Reassignment of Collateral. If (a) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (b) no other Event of Default shall have occurred and be continuing, (c) an assignment to Secured Creditor of any rights, title and interests in and to the Collateral shall have been previously made and shall have become absolute and effective pursuant to Section 2, Section 13(f) or Section 16(b) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantor and the written consent of Secured Creditor, Secured Creditor shall promptly execute and deliver to Grantor, at Grantor's expense, such assignments as may be necessary to reassign to Grantor any such rights, title and interests as may have been assigned to Secured Creditor as aforesaid, subject to any disposition thereof that may have been made by Secured Creditor pursuant hereto; provided that, after giving effect to such reassignment, Secured Creditor's security interest and conditional assignment granted pursuant to Section 1 and Section 2, as well as all other rights and remedies of Secured Creditor granted hereunder, shall continue to be in full force and effect; and provided, further that the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Secured Creditor and Permitted Liens.

SECTION 13. Secured Creditor Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints Secured Creditor as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor, Secured Creditor or otherwise, from time to time in Secured Creditor's discretion to take any action and to execute any instrument that Secured Creditor may deem necessary or advisable to accomplish the purposes of this Agreement, including without limitation:

(a) to endorse Grantor's name on all applications, documents, papers and instruments necessary for Secured Creditor in the use or maintenance of the Collateral;

(b) to ask for, demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral in which it grants a security interest hereunder;

(c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (b) above;

(d) to file any claims or take any action or institute any proceedings that Secured Creditor may deem necessary or desirable for the collection of any of the Collateral in which it grants a security interest hereunder or otherwise to enforce the rights of Secured Creditor with respect to any of such Collateral;

(e) to pay or discharge taxes or Liens (other than Liens permitted under this Agreement or the Credit Agreement) levied or placed upon or threatened against any of the Collateral in which it grants a security interest hereunder, the legality or validity thereof and the amounts necessary to discharge the same to be determined by Secured Creditor in its sole discretion, any such payments made by Secured Creditor to become obligations of Grantor to Secured Creditor, due and payable immediately without demand; and

(f) (i) to execute and deliver any of the assignments or documents requested by Secured Creditor pursuant to Section 16(b), (ii) to grant or issue an exclusive or non-exclusive license to the Collateral or any portion thereof to any Person, and (iii) otherwise generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in which it grants a security interest hereunder as fully and completely as though Secured Creditor were the absolute owner thereof for all purposes, and to do, at Secured Creditor's option and Grantor's expense, at any time or from time to time, all acts and things that Secured Creditor reasonably deems necessary to protect, preserve or realize upon such Collateral and Secured Creditor's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

Secured Creditor shall not exercise any powers granted pursuant to this appointment as attorney-in-fact with respect to any Grantor at any time that (i) Grantor is fully performing its respective obligations hereunder and (ii) no Event of Default has occurred and is then continuing. This appointment as attorney-in-fact shall terminate upon the termination of this Agreement pursuant to Section 19.

SECTION 14. Secured Creditor May Perform. If any Grantor fails to perform any agreement contained herein, Secured Creditor may itself perform, or cause performance of, such agreement, and the expenses of Secured Creditor incurred in connection therewith shall be payable by Grantor under Section 18.

SECTION 15. Standard of Care. The powers conferred on Secured Creditor hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the exercise of reasonable care in the custody of any Collateral in its possession (if any) and the accounting for moneys actually received by it hereunder, Secured Creditor shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Secured Creditor shall be deemed to have exercised reasonable care in the custody and preservation of Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Secured Creditor accords its own property.

SECTION 16. Remedies. If any Event of Default shall have occurred and be continuing:

(a) Secured Creditor may exercise in respect of the Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Collateral), and also may (i) require any Grantor to, and Grantor hereby agrees that it will at its expense and upon request of Secured Creditor forthwith, assemble all or part of the Collateral in which it grants a security interest and/or conditional assignment hereunder as directed by Secured Creditor and make it available to Secured Creditor at a place or places to be designated by Secured Creditor that is reasonably convenient to both parties, (ii) enter onto the property where any Collateral is located and take possession thereof with or without judicial process, (iii) prior to the disposition of any Collateral, store such Collateral or otherwise prepare such Collateral for disposition in any manner to the extent Secured Creditor deems appropriate, (iv) take possession of any Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same for the purpose of taking any actions described in the preceding clause (iii) and collecting any Secured Obligation, (v) exercise any and all rights and remedies of any Grantor under or in connection with the contracts related to the Collateral or otherwise in respect of the Collateral, including without limitation any and all rights of Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, such contracts, and (vi) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Creditor's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Creditor may deem commercially reasonable. Secured Creditor or other Secured Creditor may be the purchaser of any or all of the Collateral at any such sale and Secured Creditor shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Collateral payable by Secured Creditor at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have

under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Creditor shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Secured Creditor may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against Secured Creditor arising by reason of the fact that the price at which any Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Creditor accepts the first offer received and does not offer such Collateral to more than one offeree; provided that such sale was conducted in a commercially reasonable manner. If the proceeds of any sale or other disposition of the Collateral are insufficient to pay all the Secured Obligations, Grantor shall be liable, for the deficiency and the fees of any attorneys employed by Secured Creditor to collect such deficiency.

(b) Upon written demand from Secured Creditor, Grantor shall execute and deliver to Secured Creditor an assignment or assignments of the Trademarks, Registrations, Trademark Rights and the Associated Goodwill and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of Grantor to comply with such demand will not impair or affect the validity of the conditional assignment effected by Section 2 or its effectiveness upon notice by Secured Creditor as specified in Section 2. Grantor agrees that such an assignment (including, without limitation, the conditional assignment effected by Section 2) and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Creditor receives cash proceeds in respect of the sale of, or other realization upon, the Collateral.

(c) Within five business days after written notice from Secured Creditor, Grantor shall make available to Secured Creditor, to the extent within Grantor's power and authority, such personnel in Grantor's employ on the date of such Event of Default as Secured Creditor may reasonably designate, by name, title or job responsibility, to permit Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by Grantor under or in connection with the Trademarks, Registrations and Trademark Rights, such persons to be available to perform their prior functions on Secured Creditor's behalf and to be compensated by Secured Creditor at Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

SECTION 17. Application of Proceeds. Except as expressly provided elsewhere in this Agreement or the Loan Agreement, all proceeds received by Secured Creditor in respect of any sale of, collection from, or other realization upon all or any part of the Collateral may, in the discretion of Secured Creditor, be held by Secured Creditor as Collateral for, and/or then,

or at any other time thereafter, applied in full or in part by Secured Creditor against, the Secured Obligations in the following order of priority:

FIRST: To the payment of all reasonable costs and expenses of such sale, collection or other realization, including reasonable compensation to Secured Creditor and its agents and counsel, and all other reasonable expenses, liabilities and advances made or incurred by Secured Creditor in connection therewith, and all amounts for which Secured Creditor is entitled to indemnification hereunder and all reasonable advances made by Secured Creditor hereunder for the account of Grantor, and to the payment of all reasonable costs and expenses paid or incurred by Secured Creditor in connection with the exercise of any right or remedy hereunder, all in accordance with Section 18;

SECOND: To the payment of all other Secured Obligations (for the ratable benefit of the holders thereof) then due and payable; and

THIRD: To the payment to or upon the order of the Grantor or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, of any surplus then remaining from such proceeds.

SECTION 18. Indemnity and Expenses.

(a) Grantor agrees, jointly and severally, to indemnify Secured Creditor, from and against any and all claims, losses and liabilities in any way relating to, growing out of or resulting from this Agreement and the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except to the extent such claims, losses or liabilities result solely from Secured Creditor's gross negligence or willful misconduct as finally determined by a court of competent jurisdiction.

(b) Grantor shall severally pay to Secured Creditor upon demand the amount of any and all reasonable costs and expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that Secured Creditor may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Secured Creditor hereunder, or (iv) the failure by any Grantor to perform or observe any of the provisions hereof.

SECTION 19. Continuing Security Interest and Conditional Assignment; Transfer of Loans. This Agreement shall create a continuing security interest in, and conditional assignment of, the Collateral and shall (a) remain in full force and effect until the indefeasible payment in full of the Secured Obligations (other than Obligations which are contingent and unliquidated and not due and owing on such date), (b) be binding upon Grantor, its successors and assigns, and (c) inure, together with the rights and remedies of Secured Creditor hereunder, to the benefit of Secured Creditor and its successors, transferees and assigns. Upon the

indefeasible payment in full of all Secured Obligations (other than Obligations which are contingent and unliquidated and not due and owing on such date), the security interest and conditional assignment granted hereby shall terminate and all rights to the Collateral shall revert to the Grantor. Upon any such termination Secured Creditor will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 20. Amendments; Etc. No amendment or waiver of any provision of this Agreement, or consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Creditor (or, in the case of an amendment hereto, by Grantor and Secured Creditor), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 21. Notices. Any notice or other communication herein required or permitted to be given shall be in accordance with the Loan Agreement.

SECTION 22. Failure or Indulgence Not Waiver; Remedies Cumulative. No failure or delay on the part of Secured Creditor in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

SECTION 23. Obligations Absolute. The obligations of Grantor hereunder shall remain in full force and effect without regard to, and shall not be impaired by, (a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Grantor; (b) any exercise or non-exercise, or any waiver of, any right, remedy, power or privilege under or in respect of this Agreement; or (c) any amendment to or modification of any Credit Document or any security for any of the Secured Obligations; whether or not Grantor shall have notice or knowledge of any of the foregoing.

SECTION 24. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 25. Headings. Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.


SECTION 26. Consent to Jurisdiction and Service of Process. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws (other

than conflict laws) of the State of Arizona, except to the extent Lender has greater rights or remedies under Federal law, whether as a national bank or otherwise, in which case such choice of Arizona law shall not be deemed to deprive Lender of any such rights and remedies as may be available under Federal law. Each party consents to the personal jurisdiction and venue of the state courts located in Maricopa County, State of Arizona in connection with any controversy related to this Agreement, waives any argument that venue in any such forum is not convenient and agrees that any litigation initiated by any of them in connection with this Agreement shall be venued in the Superior Court of Maricopa County, Arizona. The parties waive any right to trial by jury in any action or proceeding based on or pertaining to this Agreement.

SECTION 27. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

IN WITNESS WHEREOF, Grantor and Secured Creditor have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


HARLEM GLOBETROTTERS
INTERNATIONAL, INC., as Grantor

By: 
Name: Michael Syracuse
Title: Secretary and Treasurer

Notice Address:

Harlem Globetrotters International, Inc.
400 East Van Buren, Suite 300
Phoenix, Arizona 85004-2223
Attention: Mannie Jackson

IMPERIAL BANK ARIZONA, as Secured Creditor

By: 
Name: Kevin Halloran
Title: Senior Vice President

Notice Address:

Imperial Bank Arizona
400 East Van Buren, Suite 900
Phoenix, Arizona 85004-2223
Attention: Kevin Halloran

**SCHEDULE A
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT
AND CONDITIONAL ASSIGNMENT**

[Attached]

SCHEDULE A

**HARLEM GLOBETROTTERS:
File Status of International and American
Trademark Registrations**

Last Updated: 7/29/98

****Note—**When an the Assignment field states "Need to do", this simply means that the trademark record in that particular country still reflects the name of the Harlem Globetrotters, Inc. as the registrant. The assignment simply needs to be recorded to Harlem Globetrotters International, Inc. However, the rights in those marks/registrations have been legally assigned to Harlem Globetrotters International, Inc.**

Country:	<i>Argentina</i>
Mark:	Word Mark "MAGIC CIRCLE"
File No:	128268
Reg No:	1,101,274
Date of Reg:	11/16/84
Class:	41
Assignment:	N/A
Renewal:	N/A
Refiling:	<u>Need to do</u>
Notes:	Registration abandoned
Country:	<i>Argentina</i>
Mark:	Word Mark "HARLEM GLOBETROTTERS"
File No:	128269
Reg No:	1,464,809
Date of Reg:	08/31/93
Class:	41
Assignment:	Underway
Renewal:	Current; 8/31/03 next renewal
Refiling:	N/A
Notes:	
Country:	<i>Argentina</i>
Mark:	Walking Man Design Mark
File No:	128270
Reg No:	1,247,697
Date of Reg:	09/10/87
Class:	41
Assignment:	Underway
Renewal:	Current; 9/10/97 next renewal; Underway
Refiling:	N/A
Notes:	

Country: *Australia*
Mark: Hand and Ball Design Mark
File No: 118322
Reg No: A502871
Date of Reg: 05/08/91
Class: 41
Assignment: Need to do
Renewal: Completed; 1/21/06 next renewal
Refiling: N/A
Notes:

Country: *Australia*
Mark: Five Hands in a Circle Design Mark
File No: 118323
Reg No: A326774
Date of Reg: 02/01/79
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Abandoned per client's instructions

Country: *Australia*
Mark: Word Mark "MAGIC CIRCLE"
File No: 118321
Reg No: A329661
Date of Reg: 03/05/79
Class: 41
Assignment: Need to do
Renewal: Current; 9/5/99 next renewal
Refiling: N/A
Notes:

Country: *Australia*
Mark: Word Mark "MAGIC CIRCLE"
File No: 118320
Reg No: A323403
Date of Reg: 10/25/78
Class: 16
Assignment: Need to do
Renewal: Current; 10/25/99 next renewal
Refiling: N/A
Notes:

Country: *Australia*
Mark: Walking Man Design Mark
File No: 118325
Reg No: A446092
Date of Reg: 05/29/86
Class: 41
Assignment: Need to do
Renewal: Current; 5/29/07 next renewal
Refiling: N/A
Notes:

Country: *Australia*
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 118324
Reg No: A326773
Date of Reg: 02/01/79
Class: 41
Assignment: Need to do
Renewal: Current; 2/1/00 next renewal
Refiling: N/A
Notes:

Country: *Austria*
Mark: Hand and Ball Design Mark
File No: 128260
Reg No: 143,534
Date of Reg: 08/25/92
Class: 41
Assignment: Completed 4/17/97
Renewal: Current; 8/25/02 next renewal
Refiling: N/A
Notes:

Country: *Austria*
Mark: Walking Man Design Mark
File No: 128261
Reg No: 114,355
Date of Reg: 10/27/86
Class: 41
Assignment: Completed 4/17/97
Renewal: Completed; 10/27/06 next renewal
Refiling: N/A
Notes:

Country: *Benelux Countries*
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 128262
Reg No: 478,569
Date of Reg: 01/03/91
Class: 25, 28, 41
Assignment: Completed 10/10/96
Renewal: Current; 3/6/00 next renewal
Refiling: N/A
Notes:

Country: *Benelux Countries*
Mark: Walking Man Design Mark
File No: 128263
Reg No: 153,305
Date of Reg: 11/18/87 (filed 05/13/87)
Class: 41
Assignment: Completed 10/10/96
Renewal: Completed; 5/13/06 next renewal
Refiling: N/A
Notes:

Country: *Brazil*
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 118776
Reg No: 006154670
Date of Reg: 11/10/85 (Issued 01/07/86)
Class: 41
Assignment: Completed 9/16/97
Renewal: Completed; 11/10/05 next renewal
Refiling: N/A
Notes:

Country: *Brazil*
Mark: Walking Man Design Mark
File No: 129164
Reg No: 812,631,846
Date of Reg: 1/3/89
Class: 41
Assignment: Underway
Renewal: Current; 1/3/09
Refiling: N/A
Notes:

Country: *Brazil*
Mark: Five Hands in a Circle Design Mark
File No: 129165
Reg No: 007,179,995
Date of Reg: 3/10/90
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Abandoned per client's instructions

Country: *Canada*
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 128277
Reg No: 226,393
Date of Reg: 03/03/78
Class: 41
Assignment: Need to do
Renewal: Current; 3/3/08 next renewal
Refiling: N/A
Notes:

Country: *Denmark*
Mark: Walking Man Design Mark
File No: 118241
Reg No: 3498-1987
Date of Reg: 10/16/87
Class: 41
Assignment: Completed; 4/25/98
Renewal: Completed; 10/16/07 next renewal
Refiling: N/A
Notes:

Country: *France*
Mark: Walking Man Design Mark
File No: 128275
Reg No: 1,356,978
Date of Reg: 05/30/86
Class: 41
Assignment: Completed 5/29/96
Renewal: Completed; 5/29/06 next renewal
Refiling: N/A
Notes:

Country: *France*
Mark: HG Design Mark
File No: 128276
Reg No: 819,142 (09/02/70); 1,148,072 (1980); 1,611,915 (1990)
Date of Reg: 09/02/70
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Abandoned per client's instructions

Country: *Germany*
Mark: Walking Man Design Mark
File No: 128278
Reg No: 1,104,860
Date of Reg: 04/13/87
Class: 41
Assignment: Underway
Renewal: Completed; 5/31/06 next renewal
Refiling: N/A
Notes:

Country: *Germany*
Mark: HG Design Mark
File No: 128279
Reg No: 885,820
Date of Reg: 11/11/70
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Abandoned per client's instructions

Country: *Great Britain*
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 124042
Reg No: 1,325,472
Date of Reg: 10/30/87
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: Need to do
Notes: Registration was abandoned

Country: *Great Britain*
Mark: Hand and Ball Design Mark
File No: 112674
Reg No: 1,475,285
Date of Reg: 09/04/91
Class: 41
Assignment: Need to do
Renewal: Current; 9/4/98 next renewal
Refiling: N/A
Notes:

Country: *Great Britain*
Mark: Walking Man Design Mark
File No: 128266
Reg No: 1,268,142
Date of Reg: 05/30/86
Class: 16
Assignment: Need to do
Renewal: Current; 5/30/07 next renewal
Refiling: N/A
Notes:

Country: *Hong Kong*
Mark: Hand and Ball Design Mark
File No: 111307
Reg No: H.K. App. 92-05922
Date of Reg: N/A
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: Need to do
Notes: Application was abandoned

Country: *Italy*
Mark: Hand and Ball Design Mark
File No: 128280
Reg No: 607,105
Date of Reg: 10/29/93 (Filed 11/07/90)
Class: 41
Assignment: Completed 10/29/96
Renewal: Current; 11/7/00 next renewal
Refiling: N/A
Notes:

Country: *Japan*
Mark: Five Hands in a Circle Design Mark
File No: 123147
Reg No: 1,808,808
Date of Reg: 09/27/85
Class: Japan Class 26
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Abandoned per client's instructions

Country: *Japan*
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 123165
Reg No: 1,777,896
Date of Reg: 06/25/85
Class: Japan Class 26
Assignment: Completed 6/9/97
Renewal: Completed; 6/25/05 next renewal
Refiling: N/A
Notes:

Country: *Mexico*
Mark: Walking Man Design Mark
File No: 128273
Reg No: 399,497
Date of Reg: 01/29/91
Class: 41
Assignment: Need to do
Renewal: Current; 1/29/01 next renewal
Refiling: N/A
Notes:

Country: *Mexico*
Mark: Hand and Ball Design Mark
File No: 128274
Reg No: 405,485
Date of Reg: 06/12/91
Class: 41
Assignment: Need to do
Renewal: Current; 6/12/01 next renewal
Refiling: N/A
Notes:

Country: *Mexico*
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 127221
Reg No: 396,919
Date of Reg: 07/29/86
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Mark never assigned to Harlem Globetrotters International, Inc.

Country: *Papua New Guinea*
Mark: Word Mark "MAGIC CIRCLE"
File No: 200787
Reg No: A51100
Date of Reg: 09/17/86
Class: 41
Assignment: Need to do
Renewal: Current; 5/15/2000 next renewal
Refiling: N/A
Notes:

Country: *Papua New Guinea*
Mark: Five Hands in a Circle Design Mark
File No: 200789
Reg No: A51101
Date of Reg: 04/14/86
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Abandoned per client's request

Country: *Papua New Guinea*
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 200787
Reg No: A51103
Date of Reg: 09/17/86
Class: 41
Assignment: Need to do
Renewal: Current; 5/15/2000 next renewal
Refiling: N/A
Notes:

Country: *Spain*
Mark: Walking Man Design Mark
File No: 128271
Reg No: 1,150,126
Date of Reg: 06/10/86 (Issued 09/16/88)
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: Need to do
Notes: Registration was abandoned

Country: *Spain*
Mark: HG Design Mark
File No: 128272
Reg No: 623,870
Date of Reg: 12/09/75
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Abandoned per client's instructions

Country: *Sweden*
Mark: Five Hands in a Circle Design Mark
File No: 128264
Reg No: 182,012
Date of Reg: 06/24/82
Class: 41
Assignment: N/A
Renewal: N/A
Refiling: N/A
Notes: Abandoned per client's instructions

Country: *Sweden*
Mark: Walking Man Design Mark
File No: 128265
Reg No: 204,790
Date of Reg: 02/27/87
Class: 41
Assignment: Completed 5/15/97
Renewal: Completed; 2/27/07 next renewal
Refiling: N/A
Notes:

Country: *Switzerland*
Mark: Walking Man Design Mark
File No: 128267
Reg No: 350,618
Date of Reg: 07/31/86
Class: 16
Assignment: Need to do
Renewal: Current, 7/31/06 next renewal
Refiling: N/A
Notes:

UNITED STATES MARKS

Country: U.S.
Mark: Word Mark "GLOBETROTTERS"
File No: 129168
Reg No: 542,473
Date of Reg: 05/15/51
Class: 41
Dates Renewed: 1971, 1991
Next Renewal: 05/15/01
Notes:

Country: U.S.
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No: 129167
Reg No: 1,727,168
Date of Reg: 10/27/92
Class: 9, 14, 16, 21, 24, 25, 28, 41
Dates Renewed:
Next Renewal: 10/27/02
Notes: Sec. 8 & 15 aff. due 10/27/98

Country: U.S.
Mark: Stylized Word Mark "HARLEM GLOBETROTTERS"
File No: 129166
Reg No: 542,474
Date of Reg: 05/15/51
Class: 41
Dates Renewed: 1971, 1991
Next Renewal: 05/15/01
Notes:

Country: U.S.
Mark: Five Hands in a Circle Design Mark
File No: 129169
Reg No: 1,109,727
Date of Reg: 12/19/78
Class: 41
Dates Renewed:
Next Renewal: 12/19/98
Notes: Sec. 8 & 15 aff. accepted (5/7/84)

Country: U.S.
Mark: Word Mark "MAGICIANS OF BASKETBALL"
File No: 129172
Reg No: 662,372
Date of Reg: 05/27/58
Class: 41
Dates Renewed: 1978
Next Renewal: 05/27/98
Notes: Renewal application filed 5/22/98

Country: U.S.
Mark: Hand and Ball Design Mark
File No: 127823
Reg No: 2,052,581
Date of Reg: 4/15/97
Class: 41
Dates Renewed:
Next Renewal: 4/15/07
Notes: Application is pending

Country: U.S.
Mark: Word Mark "MAGIC CIRCLE"
File No: 112265
Reg No: 1,269,464
Date of Reg: 03/06/84
Class: 41
Dates Renewed:
Next Renewal: 03/06/04
Notes: Sec. 8 & 15 accepted (11/09/89)

Country: U.S.
Mark: Sound Mark "Sweet Georgia Brown"
File No: 129170
Reg No: 1,700,895
Date of Reg: 7/14/92
Class: 41
Dates Renewed:
Next Renewal: 7/14/02
Notes: Sec. 8 & 15 aff. filed

MQ-20040698.05

Country: U.S.
Mark: Word Mark "AMBASSADORS OF GOODWILL"
File No:
Reg No: Serial No. 75-262949
Date of Reg: 03/24/97
Class: 41
Dates Renewed:
Next Renewal:
Notes: Publication date: 7/14/98

Country: U.S.
Mark: Word Mark "GOODWILL AMBASSADORS"
File No:
Reg No: Serial No. 75-258888
Date of Reg: 03/13/97
Class: 41
Dates Renewed:
Next Renewal:
Notes: Publication date: 6/2/98

**SCHEDULE B
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT
AND CONDITIONAL ASSIGNMENT**

Country: U.S.
Mark: Word Mark "HARLEM GLOBETROTTERS"
File No.: 129166
Reg No.: 542,474
Date of Reg: 5/15/51
Class: 41
Secured Party: National Westminster Bank USA
Security Interest: Recorded 6/6/89 at Reel/Frame: 0654/0341

Country: U.S.
Mark: Word Mark "MAGICIANS OF BASKETBALL"
File No.: 129172
Reg No.: 662,372
Date of Reg: 5/27/58
Class: 41
Secured Party: National Westminster Bank USA
Security Interest: Recorded 6/6/89 at Reel/Frame: 0654/0341

Country: U.S.
Mark: Five hands in a circle design mark
File No.: 129169
Reg No.: 1,109,727
Date of Reg: 12/19/78
Class: 41
Secured Party: National Westminster Bank USA
Security Interest: Recorded 6/6/89 at Reel/Frame: 0654/0341

Country: U.S.
Mark: Word Mark "MAGIC CIRCLE"
File No.: 112265
Reg No.: 1,269,464
Date of Reg: 3/6/84
Class: 41
Secured Party: National Westminster Bank USA
Security Interest: Recorded 6/6/89 at Reel/Frame: 0654/0341

Country: U.S.
Mark: Word Mark "GLOBETROTTERS"
File No.: 129168
Reg No.: 542,473
Date of Reg: 5/15/51
Class: 41
Secured Party: National Westminster Bank USA
Security Interest: Recorded 6/6/89 at Reel/Frame: 0654/0341

**SCHEDULE C
TO
TRADEMARK COLLATERAL SECURITY AGREEMENT
AND CONDITIONAL ASSIGNMENT**

1. Office Location:

400 E. Van Buren, Suite 300
Phoenix, Arizona 85004

2. Other Names:

- a. Harlem Globetrotters International, Inc.
- b. Harlem Globetrotters
- c. Magic Circle
- d. Magicians of Basketball
- e. Ambassadors of Goodwill
- f. Goodwill Ambassadors
- g. Globetrotters