



07-29-1999

07-23-1999

U.S. Patent & TMO's/TM Mail Rcpt Dt. #26



101104648

MLD
7-23-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

07/28/1999 NTHA11 00000198 75511764

01 FO:481
02 FO:482

40.00 OP
675.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001935 FRAME: 0485

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

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<input type="text" value="75242108"/>	<input type="text" value="75233573"/>	<input type="text" value="75051168"/>

Registration Number(s)

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<input type="text" value="1085097"/>	<input type="text" value="2045492"/>	<input type="text" value="2051996"/>
<input type="text" value="0891761"/>	<input type="text" value="2103674"/>	<input type="text" value="2253912"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Bryan Sims

Name of Person Signing

Signature

7/22/99

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of July 8, 1999, among Washington Sports & Entertainment Limited Partnership, a Maryland limited partnership ("WSELP"), each of the other Granting Parties (as hereinafter defined), and NationsBank, N.A. ("NationsBank"), as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") under the Collateral Agency Agreement referred to below, for the benefit of the Secured Parties (as hereinafter defined).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 19, 1995 (as amended to the date hereof, the "Original Agreement"), among WSELP and each of the other loan parties from time to time party thereto (the "Original Loan Parties"), the banks from time to time party thereto, and NationsBank, as agent for such banks, the banks agreed to make loans to the Original Loan Parties to re-finance certain existing debt, to finance the construction and operation of the DC Arena (as hereinafter defined) and for ongoing general working capital needs as specified therein (the "Senior Loans"); and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated July 8, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (as defined therein), the banks from time to time party thereto (the "Banks") and NationsBank, as agent for the Banks (in such capacity, together with its successors and assigns, the "Agent"), the Banks and the Borrower have agreed to restructure the Senior Loans; and

WHEREAS, as an accommodation to the Loan Parties (as such term is defined in the Credit Agreement) and as part of the restructuring, the Banks have agreed to an arrangement whereby certain of the Original Loan Parties who were borrowers under the Original Agreement will not be borrowers under the Credit Agreement but will instead enter into that certain Guaranty Agreement dated July 8, 1999, among the guarantors party thereto (the "Guarantors") and NationsBank, N.A., as agent for the Banks (as amended, supplemented or otherwise modified from time to time, the "Guaranty Agreement") and thereby become guarantors of the Obligations (as hereinafter defined) of the Borrowers under the Credit Agreement, provided, that, as guarantors, their respective assets that comprise the Collateral (as hereinafter defined) will continue without interruption to be subject to the Security Agreement (as hereinafter defined) which secures the Obligations of the Borrowers under the Credit Agreement; and

WHEREAS, pursuant to the restructuring, the Secured Parties have agreed to release Washington Capitals L.P. ("WCLP") and Washington Hockey Limited Partnership ("WHLP") from this Trademark Security Agreement; and

WHEREAS, pursuant to the restructuring, the Secured Parties have agreed to exclude the Maryland Arena (as hereinafter defined) from the Collateral; and

WHEREAS, the Original Loan Parties are party to that certain Credit Agreement, dated December 19, 1995 (as amended to the date hereof, the "Original Subordinated Debt Loan Agreement"), among the Original Loan Parties and MCI Telecommunications Corporation, as lender; and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated July 8, 1999 (as amended, supplemented or otherwise modified from time to time, the "Subordinated Debt Loan Agreement"), among the loan parties party thereto and MCI WORLDCOM Network Services, Inc., as successor to MCI Telecommunications Corporation (MCI WORLDCOM Network Services, Inc. and, solely to the extent it extends loans on behalf of MCI WORLDCOM Network Services, Inc. pursuant to its guaranty of certain such lending obligations, MCI Communications Corporation, together with their respective successors and assigns, the "Subordinated Lender"), the loan parties thereto and the Subordinated Lender have agreed to restructure the indebtedness covered by the Original Subordinated Debt Loan Agreement; and

WHEREAS, pursuant to the Amended and Restated Collateral Agency Agreement, dated as of July 8, 1999 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), among the Agent (on behalf of itself and the Banks), the Subordinated Lender and the Collateral Agent, NationsBank has been appointed to act as Collateral Agent hereunder on behalf of itself, the Agent, the Banks and the Subordinated Lender (collectively, the "Secured Parties"); and

WHEREAS, pursuant to that certain Security Agreement dated December 19, 1995 (as amended to the date hereof, the "Original Security Agreement"), among WSELP, the other granting parties named therein and NationsBank as collateral agent, the Granting Parties have granted certain security interests in the Collateral to the Secured Parties; and

WHEREAS, pursuant to the Amended and Restated Security Agreement dated as of July 8, 1999 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among WSELP, the other granting parties named therein and NationsBank as collateral agent, the Granting Parties have amended and restated the terms of the Original Security Agreement and have reaffirmed, pledged and transferred certain security interests in the Collateral to the Secured Parties; and

WHEREAS, pursuant to that certain Trademark Security Agreement dated December 19, 1995 (as amended to the date hereof, the "Original Trademark Security Agreement"), among WSELP, the other granting parties named therein and NationsBank as collateral agent, the Granting Parties have granted certain security interests in the Trademarks (as hereinafter defined) to the Secured Parties; and

WHEREAS, the parties hereto desire to amend and restate the terms of the Original Trademark Security Agreement and to reaffirm the assignment, pledge and transfer of the security interest and Lien granted in the Original Trademark Security Agreement; and

WHEREAS, it is a condition precedent to (i) the restructuring by the Banks of the Senior Loans and the restructuring by the Subordinated Lender of the Subordinated Debt, (ii) the release from the Security Agreement and the Trademark Security Agreement by the Secured

Parties of WCLP and WHLP, all Trademarks owned by WCLP and WHLP, including the Trademarks listed on Schedule A to the Release of Collateral Assignment of Trademarks Owned by WCLP, dated July 8, 1999 (the "Washington Capitals Trademarks"), and the Trademarks listed on Schedule A to the Release of Collateral Assignment of Trademarks Owned by Centre Group Limited Partnership, dated July 8, 1999 (the "Maryland Arena Trademarks"), (iii) the exclusion of the Washington Capitals Trademarks, the Maryland Arena (as such term is defined in the Original Security Agreement), and the Maryland Arena Trademarks from the Collateral, (iv) the arrangement whereby certain of the Original Loan Parties who were borrowers under the Original Agreement will not be borrowers under the Credit Agreement but will instead act as guarantors of the Obligations of the borrowers under the Credit Agreement (provided that, as guarantors, their respective assets will continue to be subject to this Trademark Security Agreement), and (v) the amendment and restatement of this Trademark Security Agreement, that each of the parties hereto shall have executed and delivered this Amended and Restated Trademark Security Agreement.

NOW, THEREFORE, the Original Trademark Security Agreement is hereby amended and restated in its entirety to read as follows:

1. Defined Terms and Rule of Construction.

(a) As used herein, capitalized terms defined in the Security Agreement (including through incorporation by reference to the Credit Agreement) and not otherwise defined herein are used herein as so defined.

(b) The rules of interpretation specified in Sections 1.2 and 1.3 of the Credit Agreement shall be applicable to this Agreement.

2. Grant of Security Interest.

(a) As security for the prompt and complete payment and performance in full of all the Secured Obligations, each Granting Party hereby assigns, pledges and transfers to the Collateral Agent for the benefit of the Secured Parties and grants to the Collateral Agent for the benefit of the Secured Parties a first priority security interest in and continuing Lien on all of its right, title and interest in, to and under the Trademarks whether now owned or existing or hereafter acquired or arising, and wherever located.

(b) For purposes of this Agreement, "Trademarks" shall mean all of the right, title, and interest of each Granting Party in and to all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature; all federal and state registrations and applications for any of the foregoing including, but not limited to, the United States federal and state Trademark registrations and applications referred to in Schedule A hereto; all extensions or renewals of any of the foregoing; all of the goodwill of the business connected with the use of and symbolized by the foregoing; all rights and priorities afforded under any international treaty, convention, or the like; the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill; and all proceeds of the foregoing, including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit.

(c) Schedule A hereto contains a true and accurate list of all of the United States federal and state Trademark registrations and applications of each of the Granting Parties.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power, and remedy of the Collateral Agent provided for herein, in the Security Agreement, in the other Loan Documents or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power, or remedy provided for herein, and the exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, in the other Loan Documents or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any Person, including the Collateral Agent, of any or all other rights, powers or remedies.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Granting Party hereby authorizes the Collateral Agent, upon notice to WSELP, to modify this Agreement in the name of and on behalf of the Granting Parties without obtaining the signature of such Granting Parties for such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by any Granting Party and the Granting Parties additionally agree to execute any additional agreement or amendment hereto as may be required by the Collateral Agent from time to time to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

4. Governing Law.

(a) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OR ANY SUCCESSOR PROVISION THERETO) EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE LIEN AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(b) TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT HEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR

OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTING PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND APPELLATE COURTS FROM ANY THEREOF. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTING PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE GRANTING PARTY AT ITS ADDRESS REFERRED TO IN SECTION 8.3 OF THE SECURITY AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTING PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED IN ANY OTHER JURISDICTION.

5. Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Granting Parties, the Collateral Agent, the Secured Parties, all future holders of the Secured Obligations and their respective successors and assigns, except that no Granting Party may assign or transfer any of its rights or obligations under this Agreement except to a successor or assignee of its rights under the Security Agreement pursuant to the terms thereof.

7. Termination; Release. When the Secured obligations have been paid and performed in full and after termination of the Commitments, this Agreement shall terminate, and the Collateral Agent, at the request and sole expense of the Granting Parties, will execute and deliver to the Granting Parties the proper instruments acknowledging the termination of this Agreement, including all documents necessary to remove the Lien as recorded in the U.S. Patent and Trademark Office, and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Trademarks not theretofore disposed of, applied or released from the security interest created hereby and under the Security Agreement; provided, however, that no such release shall occur if the Secured Obligations have not been indefeasibly paid in full and the Collateral Agent does not consent to such release (which consent shall not be unreasonably withheld); and provided, further, that the Lien shall be reinstated if at any time any payment to a Secured Party is rescinded or must otherwise be returned as provided in Section 8 hereof.

8. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Collateral Agent or any Secured Party hereunder or pursuant hereto is rescinded or must otherwise be restored or returned by the Collateral Agent or such Secured Party, as the case may be, upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Granting Party or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Granting Party or any substantial part of their respective assets, or upon the entry of an order by a bankruptcy court avoiding the payment of such amount, or otherwise, all as though such payments had not been made.

9. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

10. Authority of Collateral Agent. The Granting Parties acknowledge that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the Collateral Agency Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Granting Parties, the Collateral Agent shall be conclusively presumed to be acting as collateral agent for the Secured Parties with full and valid authority so to act or refrain from acting, and the Granting Parties shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

11. NBA Consent Letter. Each of the provisions of this Agreement shall be subject to the provisions of the NBA Consent Letter, which the Granting Parties, the Collateral Agent and the Secured Parties have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, neither the Collateral Agent nor any Secured Party (whether acting through the Collateral Agent or otherwise) shall exercise, enforce or attempt to exercise or enforce any of its rights or remedies hereunder except in accordance with and subject to the NBA Consent Letter.

12. Continuation of Liens. The Liens and security interests granted pursuant to the Original Trademark Security Agreement shall continue, from the date of such grant, in full force and effect, and without interruption, and nothing in this Agreement is intended or shall be construed to restart the grant of the Liens and security interests or to interrupt the continuous perfection of the Liens and security interests; provided, however, that WCLP and WHLP are released as Grantors under the Security Agreement and Trademark Security Agreement, the Washington Capitals Trademarks and the Maryland Arena Trademarks are released from the Security Agreement and Trademark Security Agreement, and the Maryland Arena, the Washington Capitals Trademarks and the Maryland Arena Trademarks are excluded from the Collateral under the Security Agreement, effective as of the date hereof.

13. No Other Writing. This writing is intended by each the parties hereto as the final expression of this Agreement and is also intended as a complete and exclusive statement of

the terms of their agreement with respect to the matters covered hereby. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to supplement or modify any terms of this Agreement. There are no conditions to the full effectiveness of this Agreement.

[End of text signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

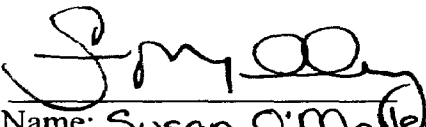
**WASHINGTON SPORTS &
ENTERTAINMENT LIMITED
PARTNERSHIP**

By: Abe Pollin Sports, Inc., as
General Partner

By: 
Name: Abe Pollin
Title: President

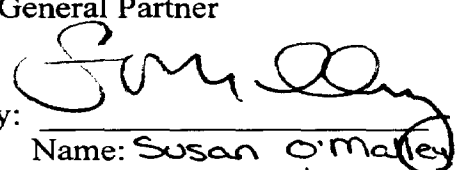
DC ARENA L.P.

By: Washington Sports & Entertainment, Inc., as
General Partner

By: 
Name: Susan O'Malley
Title: President

WASHINGTON BULLETS L.P.

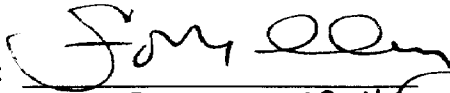
By: Washington Sports & Entertainment, Inc., as
General Partner

By: 
Name: Susan O'Malley
Title: President

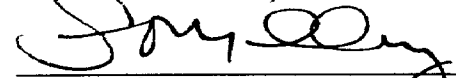
[Signatures continued on the following page]

CENTRE GROUP LIMITED PARTNERSHIP

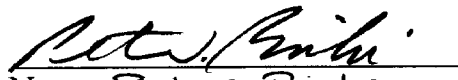
By: Washington Sports & Entertainment, Inc., as
General Partner

By: 
Name: Susan O'Malley
Title: President

**WASHINGTON SPORTS &
ENTERTAINMENT, INC.**

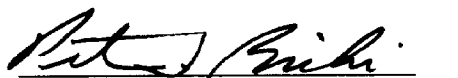
By: 
Name: Susan O'Malley
Title: President

AP TICKETS, INC.

By: 
Name: Peter Biche
Title: Executive Vice President

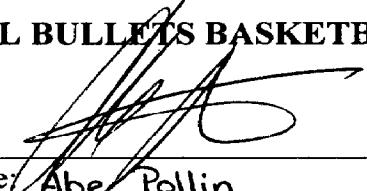
**TICKETMASTER GROUP LIMITED
PARTNERSHIP**

By: AP Tickets, Inc., as
General Partner

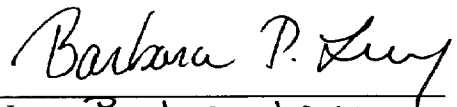
By: 
Name: Peter Biche
Title: Executive Vice President

[Signatures continued on the following page]

**CAPITAL BULLETS BASKETBALL CLUB,
INC.**

By: 
Name: Abe Pollin
Title: President

NATIONSBANK, N.A., as Collateral Agent

By: 
Name: Barbara Levy
Title: Senior Vice President

STATE OF District of Columbia
) SS:
COUNTY OF _____)

On July, 8, 1999 before me, the undersigned, a notary public
in and for said state and county, personally appeared Susan O'Malley
~~Abe Pollin~~, personally known to me (or
proved to me on the basis of satisfactory evidence), to be the person who executed the within
instrument as the President of Washington Sports & Entertainment, Inc., as general partner, on
behalf of DC ARENA L.P., a District of Columbia limited partnership, the limited partnership
therein named, and acknowledged to me that the limited partnership executed the within
instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Deborah Myer
Notary Public

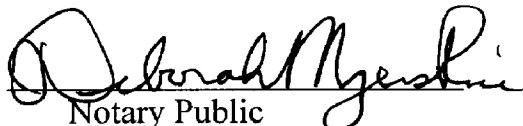
My Commission Expires:
May 31, 2003

STATE OF District of Columbia
) ss:
COUNTY OF _____)

On July, 8, 1999 before me, the undersigned, a notary public
in and for said state and county, personally appeared Susan O'Mulley
~~Abe Pollin~~, personally known to me (or
proved to me on the basis of satisfactory evidence), to be the person who executed the within
instrument as the President of Washington Sports & Entertainment, Inc., as general partner, on
behalf of WASHINGTON BULLETS L.P., a District of Columbia limited partnership, the limited
partnership therein named, and acknowledged to me that the limited partnership executed the
within instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)


Notary Public

My Commission Expires:
May 31, 2003

STATE OF District of Columbia
) ss:
COUNTY OF _____)

On July, 8, 1999 before me, the undersigned, a notary public
Susan O'Malley
in and for said state and county, personally appeared ~~Abc Pollin~~, personally known to me (or
proved to me on the basis of satisfactory evidence), to be the person who executed the within
instrument as the President, on behalf of WASHINGTON SPORTS & ENTERTAINMENT, INC.,
a District of Columbia limited partnership, the corporation therein named, and acknowledged to
me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its
board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Deborah Myer Rice
Notary Public

My Commission Expires:

May 31, 2003

STATE OF _____)
) ss:
COUNTY OF _____)

STATE OF District of Columbia)
) ss:
COUNTY OF _____)

On July, 8, 1999 before me, the undersigned, a notary public
in and for said state and county, personally appeared Susan O'Malley
~~Abc Pollin~~, personally known to me (or
proved to me on the basis of satisfactory evidence), to be the person who executed the within
instrument as the President of Washington Sports & Entertainment, Inc., as general partner, on
behalf of CENTRE GROUP LIMITED PARTNERSHIP, a Maryland limited partnership, the
limited partnership therein named, and acknowledged to me that the limited partnership executed
the within instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Deborah M. Yestice
Notary Public

My Commission Expires:
May 31, 2003

STATE OF Dist. of Columbia
) ss:
COUNTY OF _____)

On July, 8, 1999 before me, the undersigned, a notary public
Petr Bichc'

in and for said state and county, personally appeared ~~Abe Pollin~~, personally known to me (or
proved to me on the basis of satisfactory evidence), to be the person who executed the within
Executive Vice
instrument as the President, on behalf of AP TICKETS, INC., a Maryland corporation, the
corporation therein named, and acknowledged to me that the corporation executed the within
instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Deborah M. ...
Notary Public

My Commission Expires:
May 31, 2003

STATE OF District of Columbia
) SS:
COUNTY OF _____)

On July, 8, 1999 before me, the undersigned, a notary public
in and for said state and county, personally appeared Peter Biche'
~~Abe Pollin~~, personally known to me (or
proved to me on the basis of satisfactory evidence), to be the person who executed the within
Executive Vice
instrument as the President of AP Tickets, Inc., as general partner, on behalf of TICKETMASTER
GROUP LIMITED PARTNERSHIP, a Maryland limited partnership, the limited partnership
therein named, and acknowledged to me that the limited partnership executed the within
instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Donald Myers Ric
Notary Public

My Commission Expires:
May 31, 1999

STATE OF Distrit of Columbia
SS:
COUNTY OF _____

On July, 8, 1999 before me, the undersigned, a notary public
in and for said state and county, personally appeared Abc Pollin, personally known
to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the
within instrument as the President, on behalf of CAPITAL BULLETS BASKETBALL
CLUB, Inc., a Maryland corporation, the corporation therein named, and acknowledged to me that
the corporation executed the within instrument pursuant to its bylaws or a resolution of its board
of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Deborah Gasque
Notary Public

My Commission Expires:
May 31, 2003

STATE OF District of Columbia
SS:
COUNTY OF _____)

On July, 8, 1999 before me, the undersigned, a notary public in and for said state and county, personally appeared Barbara LeVY, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President, on behalf of NATIONSBANK, N.A., AS COLLATERAL AGENT, the party therein named, and acknowledged to me that the party executed the within instrument pursuant to its governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Deborah Myerstie
Notary Public

My Commission Expires:
May 31, 2003

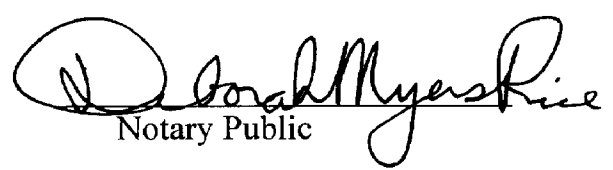
STATE OF District of Columbia
) SS:
COUNTY OF _____)

On July, 8, 1999 before me, the undersigned, a notary public

in and for said state and county, personally appeared Abe Pollin, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the President of Abe Pollin Sports, Inc., as general partner, on behalf of WASHINGTON SPORTS & ENTERTAINMENT LIMITED PARTNERSHIP, a Maryland limited partnership, the limited partnership therein named, and acknowledged to me that the limited partnership executed the within instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)





Notary Public





My Commission Expires:
May 31, 1999 OR 2003


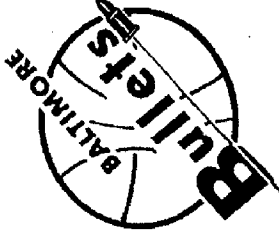

SCHEDULE A





MARKS OWNED BY WASHINGTON BULLETS L.P.




A. Federal Registrations and Applications




Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
	(75/511,764)	(07/01/98)	Washington Bullets L.P.	Pending
	(75/521,804)	(07/17/98)	Washington Bullets L.P.	Pending
	(75/242,108)	(01/30/97)	Washington Bullets L.P.	Pending

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
	(75/233,565)	(01/30/97)	Washington Bullets L.P.	Pending
	(75/233,566)	(01/30/97)	Washington Bullets L.P.	Pending
	(75/233,567)	(01/30/97)	Washington Bullets L.P.	Pending
	(75/233,572)	(01/30/97)	Washington Bullets L.P.	Pending

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
	(75/233,573)	(01/30/97)	Washington Bullets L.P.	Pending
WASHINGTON WIZARDS	(75/051,168)	(01/31/96)	Washington Bullets L.P.	Pending
WASHINGTON WIZARDS	(75/051,169)	(01/31/96)	Washington Bullets L.P.	Pending
BALTIMORE BULLETS	2,063,586	05/20/97	Washington Bullets L.P.	Registered
	2,063,577	05/20/97	Washington Bullets L.P.	Registered
	1,797,899	10/12/93	Washington Bullets L.P.	Registered

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
	1,795,358	09/28/93	Washington Bullets L.P.	Registered
	1,085,097	02/07/78	Washington Bullets L.P.	Registered
	2,045,492	03/18/97	Washington Bullets L.P.	Registered
	2,051,996	04/15/97	Washington Bullets L.P.	Registered
BULLETS	891,761	05/26/70	Washington Bullets L.P.	Registered
CAPITAL BULLETS	2,103,674	10/07/97	Washington Bullets L.P.	Registered
WASHINGTON WIZARDS	2,253,912	06/15/99	Washington Bullets L.P.	Registered
WASHINGTON WIZARDS	2,196,203	10/13/98	Washington Bullets L.P.	Registered

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
WASHINGTON WIZARDS	2,219,219	01/19/99	Washington Bullets L.P.	Registered
	2,237,374	04/06/99	Washington Bullets L.P.	Registered
	2,255,878	06/22/99	Washington Bullets L.P.	Registered
	2,232,746	03/16/99	Washington Bullets L.P.	Registered

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner	Status
	2,243,296	05/04/99	Washington Bullets L.P.	Registered
	2,234,952	03/23/99	Washington Bullets L.P.	Registered
	2,239,422	04/13/99	Washington Bullets L.P.	Registered