

08-06-1999

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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

Merger Change of Name

Other

Effective Date
Month Day Year

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/KA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

08/05/1999 DNGUYEN 00000251 75267896

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 75.00 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. 20503

REEL: 001939 FRAME: 0644

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) **97368** Return To

Address (line 2) National Corporate Research, LTD.

Address (line 3) 225 W. 34th St., Suite 910

Address (line 4) New York, N.Y. 10122

(800) 221-0102 (212) 947-7200

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)

Registration Number(s)

<input type="text" value="75/287,896"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,897,589"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/272,419"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,898,164"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Christine D. Dery Christine D. Dery _____
Name of Person Signing Signature Date Signed

AMENDMENT AND ASSIGNMENT OF
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

WHEREAS, The Basketball Marketing Company, Inc., a Delaware corporation, ("Owner") owns and is using the trademarks described on the annexed Exhibit 1 hereto, certain of which are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Owner entered into a Trademark Collateral Assignment and Security Agreement with and in favor of Congress Talcott Corporation, a Pennsylvania corporation, ("CTC"), dated April 11, 1997 (the "Trademark Security Agreement"), in respect of the Trademarks which were recorded with the U.S. Patent and Trademark Office on April 25, 1997;

WHEREAS, CTC has merged with and into Congress Financial Corporation, a Delaware corporation ("Assignor") with Assignor as the surviving corporation of such merger and successor-in-interest to CTC under the Financing Agreements, including, without limitation, the Trademark Security Agreement;

WHEREAS, Assignor has assigned to The CIT Group/Commercial Services, Inc., a New York corporation, ("Assignee") all of Assignor's right, title and interest in and to the "Financing Agreements" (as such term is defined in the Trademark Security Agreement), the "Obligations" (as such term is defined in the Trademark Security Agreement) and the "Collateral" (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks, pursuant to a Receivables Purchase Agreement between Assignor and Assignee, dated March 12, 1999; and

WHEREAS, Assignee had made and may hereafter make loans and advances, and extend other financial accommodations, to Owner;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, (a) Assignor does hereby assign and transfer to Assignee all of Assignor's and CTC's right, title and interest in and to the Trademark Security Agreement, the Obligations, the Trademarks and the Collateral, (b) the Trademark Security Agreement shall be and is hereby amended to provide that all references therein to "Secured Party" shall mean and include Assignee, and (c) the Trademark Security Agreement shall be and is hereby amended to include within the term "Trademarks" (as such term is defined therein) and to add to Exhibit A thereto any additional Trademarks and applications for trademarks described on Exhibit 1 hereto which are not described in the original Exhibit A to the Trademark Security Agreement.

IN WITNESS WHEREOF, Owner, Assignor and Assignee have each caused this Amendment and Assignment to be executed by its respective duly authorized officer as of the 1st day of ~~May~~ ^{June}, 1999.

~~May~~ ^{June} ~~1st~~ ^{8th}

THE BASKETBALL MARKETING COMPANY, INC.

By: *Barton W. Houlihan*

Title: CFO/COO

CONGRESS FINANCIAL CORPORATION
(Successor-In-Interest to Congress Talcott Corporation)

By: *[Signature]*

Title: Exec. V.P.

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: *[Signature]*

Title: Vice President

STATE OF PA)
) SS.:
COUNTY OF Delaware

On this 1st day of ~~May~~ ^{June}, 1999, before me personally came Barton W. Houlihan to me known, who being duly sworn, did depose and say, that he is the CFO/COO of THE BASKETBALL MARKETING COMPANY, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Johanna M. Staley
Notary Public

NOTARIAL SEAL
JOHANNA M. STALEY, Notary Public
Radnor Twp., Delaware County
My Commission Expires Oct. 28, 1999

STATE OF NY)
) SS.:
COUNTY OF NY)

On this 2 day of ~~May~~ ^{JUNE}, 1999, before me personally came Edward J. Leski, to me known, who being duly sworn, did depose and say, that he is the EX V.P. of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

BERNICE REICH
NOTARY PUBLIC, State of New York
No. 41-4630539
Qualified in Queens County
Cert. Filed in New York County
Commission Expires June 30, 2000

Bernice Reich
Notary Public

STATE OF NY)
) SS.:
COUNTY OF NY)

On this 2nd day of ~~May~~ ^{JUNE}, 1999, before me personally came Edward Ahearn, to me known, who being duly sworn, did depose and say, that he is the Vice President of THE CIT GROUP/COMMERCIAL SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Mary Nell Hawk
Notary Public

MARY NELL HAWK
Notary Public, State of New York
#31-4874859
Qualified in New York County
Commission Expires December 22, 2000

**EXHIBIT 1
TO
ASSIGNMENT AND AMENDMENT OF
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**LIST OF "AND 1" AND "BASKETBALL PLAYER DESIGN"
UNITED STATES TRADEMARK REGISTRATIONS AND PENDING APPLICATIONS
THAT ARE SUBJECT TO THE ASSIGNMENT AND AMENDMENT OF
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

Trademark	Registration No.	Registration Date	Expiration/Renewal Date
Design Only	1,897,589	June 6, 1995	June 6, 2005
AND 1	1,898,164	June 6, 1995	June 6, 2005

Trademark	Application No.	Application Date
AND 1 and Design	75/287,896	May 7, 1997
AND 1 and Design	75/272,419	June 15, 1996

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE CERTIFICATE OF MERGER, WHICH MERGES:

"CONGRESS TALCOTT CORPORATION", A PENNSYLVANIA CORPORATION, WITH AND INTO "CONGRESS FINANCIAL CORPORATION" UNDER THE NAME OF "CONGRESS FINANCIAL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, WAS RECEIVED AND FILED IN THIS OFFICE THE ELEVENTH DAY OF MARCH, A.D. 1999, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION SHALL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE.

2878120 8330

991124367

9660080

03-30-99



Edward J. Freel

Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE: