

FORM PTO-1594

(Rev. 6-93)

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

09-16-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To The Honorable Commissioner of Patents and Trademarks Original documents or copy thereof.

101146873

1. Name of conveying party(ies):

The Basketball Marketing Company, Inc.

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

Additional name(s) of conveying party(ies)
attached? () YES (X) NO

3. Nature of Conveyance:

- (X) Assignment () Merger
() Security Agreement () Change of Name
() Other:

Execution Date: April 11, 1997

2. Name and address of receiving party(ies):

Name: BMC Players, Inc.

Internal Address:

Street Address: 300 Delaware Avenue, Suite 900

City: Wilmington

State: DE ZIP: 19801

() Individual(s) citizenship:

() Association:

() General Partnership:

() Limited Partnership:

(X) Corporation-State: Delaware

() Other:

If assignee is not domiciled in the United States, a domestic
representative designation is attached: () YES (X) NO
(Designation must be a separate document from Assignment)

Additional name(s) & address attached? () YES (X) NO

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

A. Trademark Application No.(s)

75/526,636; 75/287,896; 75/178,442;
75/178,433; 74/729,484

B. Trademark registration No.(s)

2,243,160; 2,084,808; 2,081,941; 1,897,589;
2,014,054; 1,898,164; 2,250,202

Additional numbers attached? () YES (X) NO

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

Name: Camille M. Miller, Esq.

Internal Address:

WOODCOCK WASHBURN KURTZ MACKIEWICZ &
NORRIS LLP
One Liberty Place - 46th Floor

Street Address: 1650 Market Street

City: Philadelphia State: Pennsylvania

ZIP: 19103-7301

6. Total number of applications and registrations involved:
12

7. Total fee (37 CFR 3.41):.....\$480.00

(X) Enclosed

(X) Authorized to be charged to deposit account

8. Deposit account number: 23-3050

(Attach duplicate copy of this page if paying by deposit account)

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.*

Camille M. Miller

Name of Person Signing

Signature

09/16/1999 DNGUYEN 00000029 75526636
September 13, 1999
Date

Total number of pages including cover sheet, attachments, and documents: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded including time for
reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this
burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of
Management and Budget, Paperwork Reduction Project. (0651-0011)

TRADEMARK

REEL: 001958 FRAME: 0660

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of the 21st day of June, 1999 (the "Effective Time"), is by and between **THE BASKETBALL MARKETING, COMPANY, INC. d/b/a AND 1**, a Delaware corporation ("AND 1") and **BMC PLAYERS, INC.**, a Delaware corporation ("Players").

WHEREAS, AND 1 desires to concentrate on its Business and assign its intellectual property, as more fully defined herein to Players; and

WHEREAS, pursuant to this Assignment, AND 1 shall transfer its intellectual property to Players at the Effective Time, in exchange for the issuance of 100 shares of common stock, par value \$.01 per share, of Players ("Common Stock"), which shares shall be all of the issued and outstanding capital stock of Players as of the Effective Time.

NOW, THEREFORE, in consideration of the covenants, conditions, representations and warranties contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **Transfer of Intellectual Property.**

(a) AND 1 hereby assigns, sells, transfers, conveys, sets over and delivers to Players, and Players hereby purchases and accepts, all right, title and interest to and in the intellectual property of AND 1, which includes, without limitation, all copyrights, trade secrets, trade names, trademarks, service marks and related and accompanying designs, graphics or other items or revisions thereto, and derivative works thereof, and the good will signified thereby, (collectively, the "Intangible Property") and to enforce such rights, title and interest by lawsuit or otherwise.

(b) Players shall assume all control of and responsibility for the Intangible Property, including the filing of applications and maintenance of registrations to protect such Intangible Property and the right to assert claims under the Intangible Property against others. Players shall assert such rights and make such claims, and Players shall license the Intangible Property rights as Players determines from time to time without restriction by AND 1. Players shall undertake whatever actions, including but not limited to executing any necessary documents, in order to obtain protection for the Intangible Property in the United States and in every other country of the world.

(c) The parties are to work together to transfer any and all national and international registrations on a mutually agreed upon schedule.

2. **Issuance of Stock.** At the Effective Time and in exchange for the Intangible Property transferred hereunder, Players shall issue one hundred (100) shares of Common Stock

to AND 1, which shall be the only shares of capital stock of Players issued and outstanding as of such date.

3. **No Assumption of Liabilities.** It is expressly understood and agreed that Players is not assuming and shall not be liable for any obligations or liabilities of AND 1 of any kind or nature whatsoever, except for any and all obligations or liabilities of AND 1 expressly transferred to and assumed by Players pursuant to this Assignment or other written agreements.

4. **Further Assurances.** AND 1 shall perform such further acts and execute, acknowledge and deliver such further bills of sale, assignments, transfers, conveyances, powers of attorney, consents, assurances and other documents and instruments as Players may request to vest in Players and protect Players's right, title and interest in, and enjoyment of, the Intangible Property.

5. **Controlling Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, notwithstanding any conflict-of-laws doctrines to the contrary.

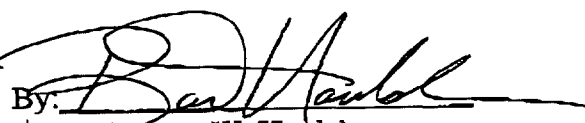
6. **Binding Nature of Assignment.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Execution in Counterparts.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

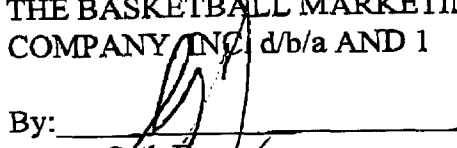
8. **Entire Assignment.** This Assignment contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written. This Assignment may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the parties by their authorized representatives have executed and delivered this Assignment as of the date and time first above written.

BMC PLAYERS, INC.

By: 
Barton W. Houlahan
President

THE BASKETBALL MARKETING
COMPANY INC. d/b/a AND 1

By: 
Seth Berger
President and CEO