

11-24-1999



FORM PTO-1594  
1-31-92

101207739

COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

TRADEMARK ONLY

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Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
 CELTICS LIMITED PARTNERSHIP  
 (SEE ATTACHMENT A)

Individual(s)  
 General Partnership  
 Corporation-State  
 Other DELAWARE

Association  
 Limited Partnership

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

2. Name and address of receiving party(ies):  
 Name: CELTICS BASKETBALL, L.P.  
 (SEE ATTACHMENT A)  
 Internal Address: \_\_\_\_\_  
 Street Address: 151 MERRIMAC STREET  
 City: BOSTON State: MA ZIP: 02114

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership DELAWARE  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment  
 Security Agreement  
 Other CONTRIBUTION & ASSUMPTION AGREEMENT

Merger  
 Change of Name

Execution Date: JUNE 30, 1998

4. Application number(s) or registration number(s): (SEE ATTACHMENT B)

A. Trademark Application No.(s)		B. Trademark registration No.(s)	
75/325386	75/389291	970431	1,003,131
75/389292	75/392745	935738	1,806,185
75/389293	75/392654	1,810,106	2,065,322
75/389290	75/392878		2,101,740

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: NBA PROPERTIES, INC.  
KATHRYN BARRETT PARK, ESQ  
LEGAL DEPARTMENT  
645 5TH AVENUE  
 Street Address: \_\_\_\_\_  
 City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved: 29

7. Total fee (37 CFR 3.41): \$ 740.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
NBA DEPOSIT ACCT NO 14-0623  
 (Attach duplicate copy of this page if paying by deposit account)

11/23/1999 JSHBAZZ 00000174 110623 75325386

01 FC:481 40.00 CH  
02 FC:482 700.00 CH

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.

KATHRYN BARRETT PARK [Signature] Nov. 5, 1998  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 3

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

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), Washington, D.C. 20503.

TRADEMARK

REEL: 001991 FRAME: 0700

ATTACHMENT A

Conveying Party

Celtics Limited Partnership, a Delaware limited partnership, composed of the General Partner, Boston Celtics Corporation, a Delaware Corporation.

Receiving Party

Celtics Basketball, L.P., a Delaware limited partnership, composed of the General Partner, Boston Celtics Corporation, a Delaware Corporation.

ATTACHMENT B

Trademark Applications Numbers

75/392652

75/392653

75/448419

75/511160

75/511161

75/602072

75/602057

75/602007

75/602066

75/602073

75/603410

75/574741

## CONTRIBUTION AND ASSUMPTION AGREEMENT

THIS CONTRIBUTION AND ASSUMPTION AGREEMENT, dated as of June 30, 1998 (the "Agreement"), is made by and between CELTICS LIMITED PARTNERSHIP, a Delaware limited partnership ("CLP") and CELTICS BASKETBALL, L.P., a Delaware limited partnership ("Celtics Basketball").

### RECITALS

A. CLP is the owner of the National Basketball Association ("NBA") franchise for the Boston Celtics basketball team and the assets and liabilities related thereto (as hereinafter more fully defined, the "Boston Celtics Franchise"). CLP is a subsidiary partnership of BCLP.

B. Celtics, Inc., the general partner of BCLP, and a majority of the holders of units representing limited partnership interests in BCLP have approved a Plan and Agreement of Reorganization (the "Plan"), providing for, among other things, the transfer of the Boston Celtics Franchise to Celtics Basketball, an indirect subsidiary limited partnership of BCLP and CLP.

C. Pursuant to the Plan, BCLP has established Celtics Basketball as an indirect subsidiary to hold and operate the Boston Celtics Franchise.

D. CLP desires to contribute all of its assets and liabilities relating to the Boston Celtics Franchise to Celtics Basketball.

The parties agree as follows:

### ARTICLE I

#### TRANSFER OF BOSTON CELTICS FRANCHISE

##### 1.1 Transfer of Assets and Liabilities.

(a) Boston Celtics Franchise. For purposes of this Agreement, the term "Boston Celtics Franchise" shall include all assets, properties, claims, rights and interests relating to the business of owning and operating the Boston Celtics basketball team, and all liabilities and obligations related thereto, including without limitation:

(i) the NBA franchise to operate a professional basketball team in the City of Boston, Massachusetts, and all rights appurtenant thereto, including all rights of CLP under the Joint Venture Agreement by and among the members of the NBA, the NBA Constitution and By-Laws, the broadcast agreements between the NBA and various national television and cable networks, and the Collective Bargaining Agreement, and related Memorandum of Understanding, between the NBA and the National Basketball Players' Association;

(ii) the rights of CLP under all contracts, agreements, leases, licenses and other instruments entered into or assumed by CLP relating to the business of the Boston Celtics Franchise, including agreements relating to local television, cable and radio broadcasts and sponsorship agreements;

(iii) the name "Boston Celtics," the Boston Celtics logo and all property rights therein, subject to the NBA's marketing rights and such other rights as are reserved by the NBA;

(iv) all equipment, office and maintenance supplies and other tangible personal property used in connection with the operation of the Boston Celtics Franchise;

(v) all books, records and accounts, correspondence, season ticketholder lists and other documents relating to the operation of the Boston Celtics Franchise; and

(vi) all liabilities related thereto, as described in Section 1.1(c) below.

The term "Boston Celtics Franchise" shall not include (i) partnership interests in Celtics Pride, GP held by CLP, (ii) any assets transferred to CLP as part of the Reorganization as described on Exhibit B to the Plan, (iii) any general partnership interest in CLP held by BCC, (iv) the Hood Note (as defined in the Plan), or (v) any BCLP Units held by CLP.

(b) Transfer of Boston Celtics Franchise. On the date of this Agreement, CLP shall, and hereby does, transfer to Celtics Basketball all of CLP's rights, title and interest in and to the Boston Celtics Franchise, subject to any liens or other encumbrances in existence on the date hereof.

(c) Assumption and Satisfaction of Liabilities. Effective as of the date of this Agreement, Celtics Basketball hereby assumes and agrees to perform, pay and discharge all of the liabilities, obligations and commitments of CLP, whether absolute or contingent, as in effect on the date of this Agreement, including, without limitation (i) CLP's obligation to contribute to the National Basketball Association Player's Pension Plan and the National Basketball Association Pension Plan for General Managers, Coaches, Assistant Coaches and Trainers, and (ii) the obligations of CLP to make deferred compensation payments to former players.

(d) Transfer of Agreements. Effective as of the date of this Agreement, CLP will assign, transfer and convey to Celtics Basketball all of CLP's right, title and interest in and to any and all agreements that relate to the Boston Celtics Franchise (including without limitation (i) player contracts, (ii) the Employment Agreement between Celtics Limited Partnership and Rick Pitino, dated as of May 6, 1997; (iii) the Amended and Restated License/Lease Agreement, dated as of April 14, 1993, between New Boston Garden Corporation and Celtics Limited Partnership, (iv) the Lease of 151 Merrimac Street, Boston, Massachusetts, dated as of November 8, 1989, as amended by a First Amendment to Lease dated January 30, 1991, a

Second Amendment to Lease dated October 1, 1994, a Third Amendment to Lease dated November 2, 1994 and a Fourth Amendment to Lease dated June \_\_, 1997, by and between Renee Stein and Marilyn Rosenberg, as Trustees of Causeway Industries Trust, and Boston Celtics Limited Partnership, (v) the Lease and Agreement for Health Care Services and Promotional Services, dated as of March 31, 1998, by and between Massachusetts Wellness and Fitness, L.L.C. and Celtics Limited Partnership, and (vi) the Credit Agreement dated as of December 15, 1997 between Celtics Limited Partnership and Citizens Bank of Massachusetts), to the extent such agreements were not previously transferred in connection with the transactions contemplated by Sections 1.1(b) and (c) hereof. As assignee of any agreement assigned hereunder, Celtics Basketball shall, and hereby does, assume and agree to pay, perform and fully discharge all obligations of CLP under such agreement.

1.2 Further Assurances. At any time and from time to time after the date of this Agreement, if any further action is reasonably necessary or desirable to more effectively transfer, convey and assign to Celtics Basketball and to confirm Celtics Basketball's title to all of the Boston Celtics Franchise, to put Celtics Basketball in actual possession and operating control thereof, to assist Celtics Basketball in exercising all rights with respect thereto or otherwise to carry out the purposes and intent of this Agreement, the proper officers of each party to this Agreement shall take all such action.

## ARTICLE II

### MISCELLANEOUS

2.1 Assignment, Successors and Assigns. Each party hereto agrees that it will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily, involuntarily or by operation of law, any right or obligation under this Agreement without the written consent of the other party hereto. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any assignment in violation of this Section 2.1 shall be void. Except as expressly provided in this Agreement, this Agreement does not create, and shall not be construed as creating, any rights or claims enforceable by any person or entity not a party to this Agreement.

2.2 Notices. All notices, requests, demands, consents and other communications required or permitted to be given under this Agreement and under the related documents shall be made in writing and shall be deemed to have been duly given if delivered by hand or mailed, postage prepaid or by certified or registered mail, and addressed to the applicable party as indicated below:

If to CLP:	Celtics Limited Partnership 151 Merrimac Street Boston, MA 02114 Attn: Richard G. Pond
If to Celtics Basketball:	Celtics Basketball, L.P. 151 Merrimac Street

Notice of change of address shall be effective only when done in accordance with this Section. All notices complying with this Section shall be deemed to have been received on the date of delivery or on the third business day after mailing.

2.3 Governing Law. The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Delaware (excluding its choice of law rules).

2.4 Entire Agreement. The parties intend that the terms of this Agreement shall be the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceedings involving this Agreement.

2.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

2.6 Headings. The headings used in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

2.7 Amendments. This Agreement may not be amended except by an instrument in writing, executed by all of the parties hereto.

2.8 Expenses. Whether or not the transactions contemplated in this Agreement are consummated, unless specifically provided otherwise in this Agreement, each party shall bear and pay all expenses incurred by it or on its behalf in connection with the preparation of this Agreement and consummation of the transactions described herein.

2.9 Severability. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be void, invalid or unenforceable, the remainder of this Agreement and such provisions as applied to other persons, places or circumstances shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

**CELTICS LIMITED PARTNERSHIP, a Delaware  
limited partnership**

**By: Boston Celtics Corporation, its General Partner**

By: 

**Richard G. Pond,  
Executive Vice President, Chief Operating  
Officer, Treasurer and Secretary**

**CELTICS BASKETBALL, L.P., a Delaware  
limited partnership**

**By: Boston Celtics Corporation, its General Partner**

By: 

**Richard G. Pond,  
Executive Vice President, Chief Operating  
Officer, Treasurer and Secretary**

WA981680227



# BOSTON CELTICS TRADEMARK PORTFOLIO

Owner:

ID	Country	Mark	Classes	App. #	Reg. #
1524	United States	CELTICS	41	440595	970431
1526	United States	Leprechaun Design	6, 16, 18, 25, 28, 41	440534	995738
3385	United States	C and Design	25	74/325975	1810106

Owner: Celtics Limited Partnership  
151 Merrimac Street

ID	Country	Mark	Classes	App. #	Reg. #
1525	United States	BOSTON CELTICS	6, 16, 18, 25, 28, 41	72/440648	1003131
2808	United States	BOSTON CELTICS and Design	25, 41	74/301220	1806185
3386	United States	ORIGINAL CELTICS	25	74/322756	2065322
4854	United States	NEW YORK CELTICS	25	74/418447	2101740
12397	United States	BOSTON CELTICS and Design	28	74/715752	2,001,168
12415	United States	BOSTON CELTICS and Design	16	74/715753	2,001,169
21319	United States	BOSTON CELTICS and Design	18	75/325386	
22139	United States	GET PUMPED	9	75/389292	
22140	United States	GET PUMPED	16	75/389293	
22141	United States	GET PUMPED	25	75/389290	
22142	United States	GET PUMPED	41	75/389291	
22323	United States	GET PUMPED	16	75/392745	
		LEPRECHAUN DESIGN			
22324	United States	GET PUMPED	9	75/392654	
		LEPRECHAUN DESIGN			
22325	United States	GET PUMPED	25	75/392878	
		LEPRECHAUN DESIGN			
22326	United States	GET PUMPED	41	75/392652	
		LEPRECHAUN DESIGN			
22327	United States	LEPRECHAUN DESIGN	25	75/392653	
23006	United States	THE CELTICS FAST BREAK	16, 35	75/448419	
23950	United States	CELTICS and Design	28	75/511160	
23951	United States	CELTICS and Design	16	75/511161	
25762	United States	CELTICS and Shamrock Design	9	75/602072	
25763	United States	CELTICS and Shamrock Design	16	75/602057	

# BOSTON CELTICS TRADEMARK PORTFOLIO

25764	United States	CELTICS and Shamrock Design	18	75/602007	
25765	United States	CELTICS and Shamrock Design	25	75/602066	
25766	United States	CELTICS and Shamrock Design	28	75/602073	
25767	United States	CELTICS and Shamrock Design	41	75/603410	
26053	United States	BOSTON CELTICS and Design	9	75/574741	

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