

MRD 2-7-00

FORM PTQ-1618A
Expires 06/30/99
OMB 0651-0027

RECEIVED

03-02-2000

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

FEB -7 AM 9:42



101279679

OPR/FINANCE

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		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	<input type="checkbox"/> Change of Name
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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

03/02/2000 BCDATES 00000160 75432112

01 FC:481 40.00 DP
02 FC:482 175.00 DP

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

TRADEMARK
REEL: 002028 FRAME: 0801

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)

Registration Number(s)

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.

Susan M. Kornfield

Susan M. Kornfield

27 Jan 2000

Name of Person Signing


Signature

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT


- Parties; Effective Date.** This Trademark Assignment Agreement ("Assignment") is between CBA Properties, Inc., ("Assignor") and IT Properties LLC ("Assignee") and is made pursuant to the terms of the Asset Purchase Agreement between the parties dated September 20, 1999 (the "Agreement"). This Assignment is effective on September 30, 1999.
- Terms of Agreement.** Unless otherwise specified in this Assignment, the terms of the Agreement shall apply to and are incorporated into this Assignment and all capitalized terms in this Assignment shall have the meanings ascribed to them in the Agreement. The terms of this Assignment shall govern any conflicts or inconsistencies with the terms of the Agreement.
- Assigned Marks.** Assignor owns all right, title and interest in and to the trademarks and/or service marks ("Marks") identified in Section 2(m) of the Disclosure Schedule to the Agreement, a copy of which is attached to this Assignment and incorporated herein by this reference ("Assigned Marks").
- Assignment.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the signing of this Assignment, Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee its entire right, title and interest in and to the Marks, whether statutory or common law, together with all goodwill associated with the Marks, all goodwill associated with the goods and/or services to which the Marks pertain, all rights in any U.S., state and/or foreign registrations or applications for registration of the Marks, and all past and present rights to sue for, collect and retain all damages and profits and all other remedies for past and present infringement of the Marks. All Marks, goodwill, and rights herein are assigned free and clear of all liabilities, obligations, liens, pledges, mortgages, security interests or other encumbrances of any kind.
- Assistance.** Assignor shall provide to Assignee, at Assignee's expense, whatever assistance is required by Assignee to perfect, exercise, defend and/or enforce its rights and interests in the Marks, including, but not limited to, Assignor's execution of documents and provision of information and materials related to the Marks.

Assignor _____

Assignee 

TRADEMARK ASSIGNMENT AGREEMENT

- 1. **Parties; Effective Date.** This Trademark Assignment Agreement ("Assignment") is between CBA Properties, Inc., ("Assignor") and IT Properties LLC ("Assignee") and is made pursuant to the terms of the Asset Purchase Agreement between the parties dated September 20 1999 (the "Agreement"). This Assignment is effective on September 30, 1999.
- 2. **Terms of Agreement.** Unless otherwise specified in this Assignment, the terms of the Agreement shall apply to and are incorporated into this Assignment and all capitalized terms in this Assignment shall have the meanings ascribed to them in the Agreement. The terms of this Assignment shall govern any conflicts or inconsistencies with the terms of the Agreement.
- 3. **Assigned Marks.** Assignor owns all right, title and interest in and to the trademarks and/or service marks ("Marks") identified in Section 2(m) of the Disclosure Schedule to the Agreement, a copy of which is attached to this Assignment and incorporated herein by this reference ("Assigned Marks").
- 4. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the signing of this Assignment, Assignor hereby assigns, sells, transfers, conveys and delivers to Assignee its entire right, title and interest in and to the Marks, whether statutory or common law, together with all goodwill associated with the Marks, all goodwill associated with the goods and/or services to which the Marks pertain, all rights in any U.S., state and/or foreign registrations or applications for registration of the Marks, and all past and present rights to sue for, collect and retain all damages and profits and all other remedies for past and present infringement of the Marks. All Marks, goodwill, and rights herein are assigned free and clear of all liabilities, obligations, liens, pledges, mortgages, security interests or other encumbrances of any kind.
- 5. **Assistance.** Assignor shall provide to Assignee, at Assignee's expense, whatever assistance is required by Assignee to perfect, exercise, defend and/or enforce its rights and interests in the Marks, including, but not limited to, Assignor's execution of documents and provision of information and materials related to the Marks.

Assignor  Assignee _____

Made and executed by Assignor in favor of Assignee this 28th day of September, 1999.

CBA Properties, Inc.

By: [Signature]
(signature)

Name: D. Gary Hunter
(signature)

Title: President

STATE OF Arizona)
COUNTY OF Maricopa) SS.

On this 28th day of September, 1999, before me, a Notary Public in and for said County and State, personally appeared D. GARY HUNTER who, being duly sworn, deposes and says that he is the PRESIDENT of CBA Properties, Inc., the corporation described in the above Assignment and that he executed the above Assignment as a free act on behalf and with full authority of CBA Properties, Inc..

[Signature]
NOTARY PUBLIC

FROM LATHAM & WATKINS LA 41ST FLOOR2138918763 (TUE)10. 5' 99 17:14/ST. 17:07/NO. 4861840200 P 21

- Form PA RCT-101 - Pennsylvania Corporate Tax Report 1997
- Form E-234 City of St. Louis Earnings Tax Return 1997
- Form 1120 - US Corporation Income Tax Return (includes form 4562 Depreciation..) 1996
- Form MO-1120 Missouri Corporation Income Tax Return 1996
- Form PA RCT-101 - Pennsylvania Corporate Tax Report 1996
- Form E-234 City of St. Louis Earnings Tax Return 1996
- Form PA Rev -857 Pennsylvania Corporate Estimated Tax 1996

- Form 5500-C/R Return/Report of Employee Benefit Plan 1997
- Form 5500-C/R Return/Report of Employee Benefit Plan 1996

2(m) Intellectual Property.

(iii) The following registrations have been issued to CBAP by the PTO:

- *CBA design logo* in international classes 16, 18, 25, 28 and 41 (Reg. No. 2,129,869)
- *Continental Basketball Association* in international classes 16, 18, 25, 28 and 41 (Reg. No. 2,129,870).
- *Idaho Stampede* in international class 16 (Reg. No. 2,253,085).
- *Idaho Stampede* in international class 25 (Reg. No. 2,268,736)
- *Idaho Stampede* in international class 41 (Reg. No. 2,266,548).
- *Idaho Stampede design logo* in international class 25 (Reg. No. 2,270,549)

In addition, CBAP has filed the following additional applications for registration with the PTO:

- *Idaho Stampede design logo* in international classes 16 and 41.

(iv) Listed below is each item of Intellectual Property that any third party owns and that Seller uses pursuant to license, sublicense, agreement or permission:

- *Connecticut Pride and Connecticut Pride design logo;*
- *Ft. Wayne Fury and Ft. Wayne Fury design logo;*
- *Grand Rapids Hoops and Grand Rapids Hoops design logo;*