

07-05-2000

FORM PTO-1584
1-31-92

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101395276

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

1. Name of conveying party(ies): UPR/FINANCE

SEE ATTACHED EXHIBIT "A"

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

Additional name(s)

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

Name: NEW JERSEY BASKETBALL, LLC

Internal Address: NETS CHAMPION CENTER

Street Address: 390 MURRAY HILL PARKWAY

City: EAST RUTHERFORD State: NJ ZIP: 07073

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LIMITED LIABILITY COMPANY

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 ASSIGNMENT OF GENERAL PARTNER INTERESTS
- Merger
- Change of Name

Execution Date: NOVEMBER 30, 1998

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULES

B. Trademark registration No.(s)

Additional numbers attached? Yes No

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

Name AYALA DEUTSCH

Internal Address: Legal Department

NBA Properties, Inc.

645 Fifth Avenue

Street Address: NY, NY 10022

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 39

7. Total fee (37 CFR 3.41):..... \$ 990.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

14-0623

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

07/03/2000 DNGUYEN 00000074 140623 302995

DO NOT USE THIS SPACE

01 FC:48 40.00 CH
02 FC:48 950.00 CH

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.

AYALA DEUTSCH
Name of Person Signing

Signature

6/1/00
Date

Total number of pages comprising cover sheet: 2

ASSIGNMENT EXHIBIT "A"

Conveying Parties:

Meadowlands Basketball Associates, a New Jersey general partnership 100% owned by its general partners: Meadowlands Basketball Company, Inc., a New Jersey corporation and Basketball Investors, Inc., a New Jersey corporation:

- 1) Assignment of partnership interest of Meadowlands Basketball Company, Inc. to New Jersey Basketball, LLC.
- 2) Assignment of partnership interest of Basketball Investors, Inc. to New Jersey Basketball, LLC.

RECEIVING PARTY:

New Jersey Basketball, LLC, a New Jersey limited liability company.

Note:

By the assignment of the general partnership interests of Meadowlands Basketball Company, Inc. and Basketball Investors, Inc. to New Jersey Basketball, LLC, Meadowlands Basketball Associates was thereby dissolved.

Client:		Nets Champion Center 390 Murray Hill Parkway									
ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
1573	United States	NEW JERSEY NETS	41	302995	3/27/81	1209109	9/14/82		No		
1574	United States	NEW JERSEY NETS and Design	41	302996	3/27/81	1209110	9/14/82		No		
1637	United States	NETS and Design	16, 25, 28, 41	74/132611	1/23/91	1711607	9/1/92		No		
2621	United States	NJN	25	74/282262	6/8/92	1812987	12/21/93	5/4/93	No		
4915	United States	NETS	25	74/434025	9/10/93	1941507	12/12/95	7/19/94	No		
6213	United States	NEW YORK NETS	25	74/492936	2/22/94	2,121,951	12/16/97	3/7/95	Yes		
10497	United States	NETS	25	74/639788	2/28/95	1956158	2/13/96		Yes		
18173	United States	NJ AND DESIGN	9	75/229455	1/22/97			12/16/97	Yes		
18183	United States	NJ AND DESIGN	16	75/229456	1/22/97			10/21/97	Yes		
18188	United States	NJ AND DESIGN	18	75/229426	1/22/97			10/21/97	Yes		
18195	United States	NJ AND DESIGN	25	75/229425	1/22/97			10/7/97	Yes		
18199	United States	NJ AND DESIGN	28	75/229427	1/22/97			10/28/97	Yes		
18202	United States	NJ AND DESIGN	41	75/229430	1/22/97			10/14/97	Yes		
18203	United States	NETS and Design (revised)	9	75/229428	1/22/97			1/27/98	Yes		
18207	United States	NETS and Design (revised)	16	75/229451	1/22/97			10/28/97	Yes		
18210	United States	NETS and Design (revised)	18	75/229452	1/22/97			11/4/97	Yes		
18212	United States	NETS and Design (revised)	25	75/229453	1/22/97			10/28/97	No		
18217	United States	NETS and Design (revised)	28	75/229454	1/22/97			10/21/97	Yes		
18219	United States	NETS and Design (revised)	41	75/229457	1/22/97			10/21/97	No		
21282	United States	HOOPS ZONE	25	75/324243	7/14/97				Yes		
21283	United States	HOOPS ZONE	28	75/324241	7/14/97				Yes		
21284	United States	HOOPS ZONE	41	75/324242	7/14/97				Yes		
22317	United States	POWER 'N MOTION	41	75/382892	11/1/97				Yes		
22318	United States	SLY	25	75/381793	10/30/97				Yes		
22319	United States	SLY	28	75/381792	10/30/97				Yes		
22320	United States	SLY	41	75/382135	10/30/97				Yes		
24084	United States	SLAMMIN' PLANET	38	75/541730	8/24/98				No		
24158	United States	NY NETS and design	16	75/555165	9/16/98				Yes		
24159	United States	NY NETS and design	28	75/555166	9/16/98				Yes		
24160	United States	NY NETS and Ball Design	16	75/555167	9/16/98				Yes		
24161	United States	NY NETS and Ball Design	28	75/555164	9/16/98				Yes		
24919	United States	SLAMMIN' PLANET	16	75/531583	8/7/98				Yes		
24920	United States	SLAMMIN' PLANET	25	75/531585	8/7/98				Yes		
24921	United States	SLAMMIN' PLANET	28	75/531582	8/7/98				Yes		
24922	United States	SLAMMIN' PLANET	41	75/531584	8/7/98				Yes		
25169	United States	NY NETS and Design	16	75/555165	9/16/98				No		
25170	United States	NY NETS and Design	28	75/555166	9/16/98				No		
25171	United States	NY NETS and Ball Design	16	75/555167	9/16/98				No		
25172	United States	NY NETS and Ball Design	28	75/555164	9/16/98				No		

TRADEMARK

ASSIGNMENT OF PARTNERSHIP INTEREST

THIS ASSIGNMENT OF PARTNERSHIP INTEREST (this "Assignment") is made and entered into as of the ~~30th~~ day of November, 1998, by and between BASKETBALL INVESTORS, INC., a New Jersey corporation ("Assignor") and NEW JERSEY BASKETBALL, LLC, a New Jersey limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is one of two (2) general partners in MEADOWLANDS BASKETBALL ASSOCIATES, a New Jersey general partnership (the "Partnership") and owns 19.714% of the partnership interests in the Partnership (the "Assignor's Interest"); and

WHEREAS, Meadowlands Basketball Company, Inc. ("MBCI") is the second general partner in the Partnership, and owns 80.286% of the partnership interests in the Partnership; and

WHEREAS, Assignor desires to assign the Assignor's Interest in the Partnership to the Assignee in exchange for a 19.714% membership interest in the Assignee, upon the terms and conditions set forth herein; and

WHEREAS, MBCI desires to consent to the assignment of the Assignor's Interest in the Partnership to the Assignee upon the terms and conditions set forth herein; and

WHEREAS, simultaneously with the execution of this Assignment, MBCI shall assign its entire interest in the Partnership to the Assignee in exchange for an 80.286% membership interest in the Assignee; and

WHEREAS, Assignee desires to accept an assignment of Assignor's Interest (such right, title and interest in the Partnership, together with (i) Assignor's capital account, (ii) Assignor's rights in and to specific Partnership property, if any, (iii) Assignor's rights to participate in the management of the Partnership, (iv) Assignor's rights to distributions, reimbursements or other payments (including any distributions of cash flow which have not been distributed), (v) rights to profits, losses and other allocations, and (vi) all other rights and benefits of the Assignor in the Partnership with respect to the interest in the Partnership assigned hereby being herein sometimes referred to as the "Assigned Interest").

NOW, THEREFORE, for and in consideration of a membership interest in the Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **ASSIGNMENT OF ASSIGNED INTEREST.** Assignor does hereby assign, transfer, set over and deliver unto Assignee, its successors and assigns, the Assigned Interest, including, but not limited to that portion of profits, losses, capital and cash flow allocable to the Assigned Interest, free and clear of any and all liens, security interests, encumbrances, claims, rights of another, rights of first refusal, covenants, conditions, reservations and any and all other restrictions.

2. **MEMBERSHIP INTEREST.** In consideration of the receipt of the Assigned Interest, Assignee shall deliver to Assignor a 19.714% membership interest in the Assignee.

3. **ASSUMPTION OF PARTNERSHIP OBLIGATIONS.** Assignee hereby assumes all of the Partnership's liabilities, obligations and responsibilities including, without limitation, all of the obligations of the Partnership under the Amended and Restated Agreement of License dated as of October 27, 1998 between the Partnership and New Jersey Sports and Exposition Authority (the "License") which obligations include, without limitation, the obligation to play All Regular Season Home Games, Play-off Games and Championship Games at the Arena as required by the License. All capitalized terms used but not defined in this section 3 shall have the respective meanings assigned to them in the License.

4. **CONSENT OF PARTNER.** MBCI hereby consents to, authorizes and approves of Assignor's assignment of the Assigned Interest to Assignee upon the terms and conditions set forth herein.

5. **DEFINED TERMS.** Capitalized terms used and defined in this Assignment shall have the meanings assigned to them in this Assignment (including those in the recital paragraphs hereof).

6. **EFFECTIVE DATE.** This Assignment is effective as of the date first above mentioned, and from and after that date (a) Assignor shall cease to be a partner of the Partnership and (b) that portion of the net profits or net losses and cash flow (including cash flow which has not been distributed) of the Partnership allocable to the Assigned Interest shall be credited, distributed or charged, as the case may be, to Assignee and not to Assignor.

7. **FUTURE COOPERATION ON SUBSEQUENT DOCUMENTS.** Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to the supplying of any information requested by the other regarding any of the matters described in this Assignment, and each agrees to execute such further deeds, bills of sale, assignments, amendments to the Partnership's partnership agreement, releases, indemnifications, assumptions, estoppel certificates, notifications, or such other documents or instruments and to take all necessary action and to perform such additional

acts as may be reasonably requested and appropriate for the purpose of giving effect to, evidencing, performing or giving notice of the terms, provisions and conditions of this Assignment and all transactions contemplated herein.

8. **BINDING EFFECT.** Except as herein otherwise provided to the contrary, this Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal and personal representatives, successors and assigns; provided, however, that neither party shall have any right, power or authority to assign any rights, powers, duties or obligations hereunder.

9. **AMENDMENTS.** No amendment, alteration, modification or waiver of this Assignment, or any part hereof, shall be valid or effective unless in writing and signed by all the parties hereto.

10. **APPLICABLE LAWS.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the applicable federal laws of the United States.

11. **COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart and any of the parties hereto may execute this Assignment by signing any such counterpart.

12. **HEADINGS AND TITLES.** The headings and titles of the Articles, Sections, Subsections and Paragraphs herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the operative terms or provisions herein, unless the latter are ambiguous, uncertain or indefinite, in which case, such titles and headings may be looked to in determining the proper construction and meaning of this Assignment and the parties' intentions.

13. **GENDER.** Whenever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine, or neuter gender, and all singular words shall include the plural, and all plural words shall include the singular.

14. **CONSTRUCTION.** In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision or provisions shall be fully severable and shall not affect any other provision hereof and this Assignment shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein. Furthermore, in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as part of this Assignment a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

15. **THIS ASSIGNMENT.** The words "herein," "hereof," "hereunder," "hereby," "this Assignment" and other similar reference shall be construed to mean and include this Assignment of Partnership Interest and all amendments thereof and supplements thereto unless the context should clearly indicate or require otherwise.

16. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Assignment is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person, individual, corporation or entity, whatsoever, shall have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Assignment as a third party beneficiary or otherwise.

17. **LANGUAGE.** The parties hereto acknowledge that each of them and their counsel have reviewed and revised this Assignment and that the language used in this Assignment shall be deemed to be the language chosen by the parties to express their mutual intent, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment or any amendments or exhibits hereto and that no rule of strict construction shall be applied against any party.

IN WITNESS WHEREOF, the parties have executed this Assignment as the date first above written.

ASSIGNOR:
BASKETBALL INVESTORS, INC., a
New Jersey corporation

By: Michael R. Rose
Name:
Title:

ASSIGNEE:
NEW JERSEY BASKETBALL, LLC, a
New Jersey limited liability company

By: FX Wentworth Jr.
Name: FX WENTWORTH JR
Title: C.E.O.

As to Section 4 only:

MEADOWLANDS BASKETBALL
COMPANY, INC.

By: Michael R. Rose
Name:
Title:

ASSIGNMENT OF PARTNERSHIP INTEREST

THIS ASSIGNMENT OF PARTNERSHIP INTEREST (this "Assignment") is made and entered into as of the 30th day of November, 1998, by and between MEADOWLANDS BASKETBALL COMPANY, INC., a New Jersey corporation ("Assignor") and NEW JERSEY BASKETBALL, LLC, a New Jersey limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is one of two (2) general partners in MEADOWLANDS BASKETBALL ASSOCIATES, a New Jersey general partnership (the "Partnership") and owns 80.286% of the partnership interests in the Partnership (the "Assignor's Interest"); and

WHEREAS, Basketball Investors, Inc. ("BII") is the second general partner in the Partnership, and owns 19.714% of the partnership interests in the Partnership; and

WHEREAS, Assignor desires to assign the Assignor's Interest in the Partnership to the Assignee in exchange for an 80.286% membership interest in the Assignee, upon the terms and conditions set forth herein; and

WHEREAS, BII desires to consent to the assignment of the Assignor's Interest in the Partnership to the Assignee upon the terms and conditions set forth herein; and

WHEREAS, simultaneously with the execution of this Assignment, BII shall assign its entire interest in the Partnership to the Assignee in exchange for a 19.714% membership interest in the Assignee; and

WHEREAS, Assignee desires to accept an assignment of Assignor's Interest (such right, title and interest in the Partnership, together with (i) Assignor's capital account, (ii) Assignor's rights in and to specific Partnership property, if any, (iii) Assignor's rights to participate in the management of the Partnership, (iv) Assignor's rights to distributions, reimbursements or other payments (including any distributions of cash flow which have not been distributed), (v) rights to profits, losses and other allocations, and (vi) all other rights and benefits of the Assignor in the Partnership with respect to the interest in the Partnership assigned hereby being herein sometimes referred to as the "Assigned Interest").

NOW, THEREFORE, for and in consideration of a membership interest in the Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **ASSIGNMENT OF ASSIGNED INTEREST.** Assignor does hereby assign, transfer, set over and deliver unto Assignee, its successors and assigns, the Assigned Interest, including, but not limited to that portion of profits, losses, capital and cash flow allocable to the Assigned Interest, free and clear of any and all liens, security interests, encumbrances, claims, rights of another, rights of first refusal, covenants, conditions, reservations and any and all other restrictions.

2. **MEMBERSHIP INTEREST.** In consideration of the receipt of the Assigned Interest, Assignee shall deliver to Assignor an 80.286% membership interest in the Assignee.

3. **ASSUMPTION OF PARTNERSHIP OBLIGATIONS.** Assignee hereby assumes all of the Partnership's liabilities, obligations and responsibilities including, without limitation, all of the obligations of the Partnership under the Amended and Restated Agreement of License dated as of October 27, 1998 between the Partnership and New Jersey Sports and Exposition Authority (the "License") which obligations include, without limitation, the obligation to play All Regular Season Home Games, Play-off Games and Championship Games at the Arena as required by the License. All capitalized terms used but not defined in this section 3 shall have the respective meanings assigned to them in the License.

4. **CONSENT OF PARTNER.** BII hereby consents to, authorizes and approves of Assignor's assignment of the Assigned Interest to Assignee upon the terms and conditions set forth herein.

5. **DEFINED TERMS.** Capitalized terms used and defined in this Assignment shall have the meanings assigned to them in this Assignment (including those in the recital paragraphs hereof).

6. **EFFECTIVE DATE.** This Assignment is effective as of the date first above mentioned, and from and after that date (a) Assignor shall cease to be a partner of the Partnership and (b) that portion of the net profits or net losses and cash flow (including cash flow which has not been distributed) of the Partnership allocable to the Assigned Interest shall be credited, distributed or charged, as the case may be, to Assignee and not to Assignor.

7. **FUTURE COOPERATION ON SUBSEQUENT DOCUMENTS.** Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to the supplying of any information requested by the other regarding any of the matters described in this Assignment, and each agrees to execute such further deeds, bills of sale, assignments, amendments to the Partnership's partnership agreement, releases, indemnifications, assumptions, estoppel certificates, notifications, or such other documents or instruments and to take all necessary action and to perform such additional

acts as may be reasonably requested and appropriate for the purpose of giving effect to, evidencing, performing or giving notice of the terms, provisions and conditions of this Assignment and all transactions contemplated herein.

8. **BINDING EFFECT.** Except as herein otherwise provided to the contrary, this Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal and personal representatives, successors and assigns; provided, however, that neither party shall have any right, power or authority to assign any rights, powers, duties or obligations hereunder.

9. **AMENDMENTS.** No amendment, alteration, modification or waiver of this Assignment, or any part hereof, shall be valid or effective unless in writing and signed by all the parties hereto.

10. **APPLICABLE LAWS.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the applicable federal laws of the United States.

11. **COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart and any of the parties hereto may execute this Assignment by signing any such counterpart.

12. **HEADINGS AND TITLES.** The headings and titles of the Articles, Sections, Subsections and Paragraphs herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the operative terms or provisions herein, unless the latter are ambiguous, uncertain or indefinite, in which case, such titles and headings may be looked to in determining the proper construction and meaning of this Assignment and the parties' intentions.

13. **GENDER.** Whenever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine, or neuter gender, and all singular words shall include the plural, and all plural words shall include the singular.

14. **CONSTRUCTION.** In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision or provisions shall be fully severable and shall not affect any other provision hereof and this Assignment shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein. Furthermore, in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as part of this Assignment a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

15. **THIS ASSIGNMENT.** The words "herein," "hereof," "hereunder," "hereby," "this Assignment" and other similar reference shall be construed to mean and include this Assignment of Partnership Interest and all amendments thereof and supplements thereto unless the context should clearly indicate or require otherwise.

16. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Assignment is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person, individual, corporation or entity, whatsoever, shall have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Assignment as a third party beneficiary or otherwise.

17. **LANGUAGE.** The parties hereto acknowledge that each of them and their counsel have reviewed and revised this Assignment and that the language used in this Assignment shall be deemed to be the language chosen by the parties to express their mutual intent, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment or any amendments or exhibits hereto and that no rule of strict construction shall be applied against any party.

IN WITNESS WHEREOF, the parties have executed this Assignment as the date first above written.

ASSIGNOR:
MEADOWLANDS BASKETBALL
COMPANY, INC., a New Jersey
corporation

By: Michael Rose
Name:
Title:

ASSIGNEE:
NEW JERSEY BASKETBALL, LLC, a
New Jersey limited liability company

By: FX Wentworth Jr.
Name: FX WENTWORTH JR
Title: C.E.O.

As to Section 4 only:

BASKETBALL INVESTORS, INC.

By: Michael Rose
Name:
Title: