

07-07-2000

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FORM PTO-1584
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

101397824

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

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

ORCA BAY BASKETBALL LIMITED PARTNERSHIP

SEE SCHEDULE "A"

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: MAY 11, 2000

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

Name: _____
 Internal Address: 800 GRIFFITHS WAY
 Street Address: VANCOUVER, BRITISH COLUMBIA
 City: CANADA State: V6B 6G1 ZIP: _____

- 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

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

B. Trademark registration No.(s)

74530468

Additional numbers attached? Yes No

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

Name: ANIL V. GEORGE
 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: 20

7. Total fee (37 CFR 3.41): \$ 515

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)

07/06/2000 RSCOTT 00000077 140623 74530468
 01 FC:481 40.00 CH
 02 FC:482 475.00 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.

Anil V. George
Name of Person Signing

Anil V. George
Signature

6/2/00
Date

Total number of pages comprising cover sheet: _____

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: 002097 FRAME: 0349

Conveying Party:

Orca Bay Basketball Limited Partnership,
a British Columbia limited partner
composed of the general partner,
Orca Bay Basketball Management, Inc.,
a British Columbia corporation

RECEIVING PARTY:

Hoops L.P.,
a Delaware limited partnership,
composed of the general partner,
Heisley Member, Inc.,
a Nevada corporation

SCHEDULE A

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
7084	United States	GRIZZLIES	41	74/530468	5/27/94	2100590	9/30/97		Yes
7085	United States	GRIZZLIES	25	74/530473	5/27/94				Yes
8040	United States	VANCOUVER GRIZZLIES	16	74/551307	7/20/94				Yes
8043	United States	VANCOUVER GRIZZLIES	28	74/551726	7/20/94				Yes
8101	United States	VANCOUVER GRIZZLIES	25	74/551350	7/20/94				Yes
8102	United States	VANCOUVER GRIZZLIES	41	74/551729	7/20/94				Yes
8509	United States	G and Bear Design	28	74/565017	8/24/94				Yes
8510	United States	G and Bear Design	25	74/565018	8/24/94	2308139	1/18/00		Yes
8511	United States	G and Bear Design	41	74/565016	8/24/94				Yes
8512	United States	G and Bear Design	16	74/565019	8/24/94				Yes
8516	United States	Bear Claw and Ball Design	25	74/565010	8/24/94	2308138	1/18/00		Yes
8517	United States	Bear Claw and Ball Design	16	74/565011	8/24/94				Yes
8518	United States	Bear Claw and Ball Design	28	74/565009	8/24/94				Yes
8519	United States	Bear Claw and Ball Design	41	74/565008	8/24/94				Yes
8520	United States	VANCOUVER GRIZZLIES and Design	28	74/565021	8/24/94				Yes
8521	United States	VANCOUVER GRIZZLIES and Design	25	74/565022	8/24/94				Yes
8522	United States	VANCOUVER GRIZZLIES and Design	16	74/565023	8/24/94				Yes
8523	United States	VANCOUVER GRIZZLIES and Design	41	74/565020	8/24/94				Yes
21816	United States	VANCOUVER GRIZZLIES and Design	18	75/345036	8/22/97	2195663	10/13/98		No
25741	United States	VANCOUVER GRIZZLIES and Design	9	75/603712	12/11/98				No

SCHEDULE B

ID	Country	Mark	Classes	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
7673	Canada	Bear Design (Color Claimed)	9,16,25,28,41	759413	7/28/94	TMA456,268	3/29/96		No
7674	Canada	VANCOUVER GRIZZLIES (Stylized)	16,25,28,41	759411	7/28/94	502156	10/1/98		No
7675	Canada	VANCOUVER GRIZZLIES and Design	16,25,28,41	759409	7/28/94	502157	10/13/98		No
7676	Canada	VANCOUVER GRIZZLIES (Stylized)	9,16,25,28,41	759410	7/28/94	501791	10/5/98		No
7677	Canada	VANCOUVER GRIZZLIES and Design	9,16,25,28,41	759408	7/28/94	522667	2/4/00		No
7678	Canada	GRIZZLIES	9,16,18,25,28,32,41	759407	7/28/94				No
12697	Canada	Bear Design (black & white)	9,16,25,28,41	759412	7/28/94	TMA456,267	3/29/96		No
20935	Canada	Claw and Ball Design	9,16,25,28,41	760220	8/8/94	TMA456,273	3/29/96		No
20936	Canada	Bear in Circular Device Design	9,16,25,28,41	759858	8/4/94	TMA456,271	3/29/96		No
20938	Canada	Claw and Ball Design		759857	8/4/94	TMA456,270	3/29/96		No
20939	Canada	G and Bear Design		760222	8/8/94	TMA455,329	3/15/96		No
20942	Canada	G and Bear Design (B&W)		759856	8/4/94	TMA456,269	3/29/96		No
20944	Canada	Bear Claw and Ball Design	9,16,25,28,41	760221	8/8/94	TMA456,274	3/29/96		No
20946	Canada	GRIZZLIES DEN		792957	9/19/95	479080	7/28/97		No
20947	Canada	VANCOUVER GRIZZLIES		757,049	8/8/98	522997	2/14/00	4/30/98	No
20949	Canada	VANCOUVER GRIZZLIES	9,16,25,28,41	758,545					No
21880	Canada	GRIZZLY		743,195	12/13/93	483769	10/8/97		No
21934	Canada	GRIZZLY	25,28	748,918	3/8/94	461,456	8/23/96		No
21935	Canada	GRIZZLY	9,16,25,28	505,812	6/27/83	355,463	5/5/89		No
25652	Canada	BIG COUNTRY	3,6,8,9,11,14,16,18,20,21,24,25,26,27,28,35,41	786,503	6/30/95	479,559	8/5/97		No

TRADEMARK ASSIGNMENT

This Agreement is made on the 11 day of May, 2000, between Orca Bay Basketball Limited Partnership, a limited partnership formed under the laws of British Columbia, ("ASSIGNOR"), and Hoops L.P., a limited partnership formed under the laws of Delaware ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used and is using the trademarks and service marks identified by the federal trademark and service mark applications and registrations pending or registered in (a) the United States Patent and Trademark Office listed in Schedule A and (b) the Canadian Trademark Office listed in Schedule B, both of which are attached hereto.

WHEREAS, ASSIGNOR has intended to use in commerce in the United States certain of the trademarks and service marks listed on Schedule A hereto which are the subject of pending applications for registration indicating that intention, but ASSIGNOR has not yet filed allegation of use under 15 U.S.C. § 1051(c) or (d); ASSIGNOR is assigning the marks in such intent to use applications as part of the entire business or portion thereof to which the marks pertain as required by 15 U.S.C. § 1060.

WHEREAS, ASSIGNEE is desirous of acquiring said trademarks and service marks and the applications and registrations thereof.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby assign, sell and transfer to ASSIGNEE, its successors and assigns, all right, title, and interest in and to said marks, the goodwill associated with said trademarks and service marks and trademark and service mark applications and registrations thereof, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, the parties have executed this Assignment by their

duly authorized officers.

ORCA BAY BASKETBALL LIMITED
PARTNERSHIP

By: Orca Bay Basketball Management, Inc.,
its general partner

By: _____

Name:

Title:

HOOPS L.P.

By: Heisley Member, Inc.,
its general partner

By:  _____

Name: Michael E. Heisley

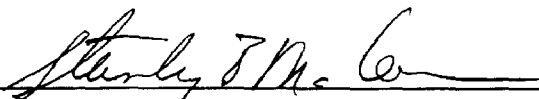
Title: President

IN TESTIMONY WHEREOF, the parties have executed this Assignment by their

duly authorized officers.

ORCA BAY BASKETBALL LIMITED
PARTNERSHIP

By: Orca Bay Basketball Management, Inc.,
its general partner

By: 
Name: Stanley B. McCammon
Title: Authorized Signatory

HOOPS L.P.

By: Heisley Member, Inc.,
its general partner

By: _____
Name:
Title: