

01-03-2001



101555731

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

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- 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

Charge fee  
440.00

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

**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)               |                                      |                                      |
|---------------------------------------|---------------------------------------|---------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <input type="text" value="74631300"/> | <input type="text" value="74631478"/> | <input type="text" value="74631479"/> | <input type="text" value="1766290"/> | <input type="text" value="1733164"/> | <input type="text" value="1747034"/> |
| <input type="text" value="74631298"/> | <input type="text" value="74631297"/> | <input type="text" value="74331474"/> | <input type="text" value="1120727"/> | <input type="text" value="1120217"/> | <input type="text" value="1120218"/> |
| <input type="text" value="74222718"/> | <input type="text"/>                  | <input type="text"/>                  | <input type="text" value="2257377"/> | <input type="text" value="2326953"/> | <input type="text" value="1866449"/> |

**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.

Jared E. Grusd

Name of Person Signing

Signature

12/20/00

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB D651-0027

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

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name



Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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 the Assignment.)

**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)**

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

|                      |                      |                      |
|----------------------|----------------------|----------------------|
| 1770500              | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

## RELEASE

This RELEASE is given as of this 20 day of December 2000 by SOCIETE GENERALE, a bank organized under the laws of France and acting through its New York Branch, ("ASSIGNOR"), located at 1221 Avenue of the Americas, New York, New York 10021, the assignee of NATIONAL WESTMINSTER BANK PLC, a bank organized under the laws of England and acting through its New York Branch, ("NATIONAL WESTMINSTER"), located at 175 Water Street, New York, New York 10038, in favor of SAN ANTONIO SPURS, LLC, a Texas limited liability corporation, ("ASSIGNEE"), located at 600 East Market Street, #102, San Antonio, Texas 78205, formerly known as SAN ANTONIO SPURS, LTD., ("SPURS LTD"), a Texas limited partnership.

**WHEREAS**, pursuant to a Security Agreement dated as of June, 24, 1993, ("Security Agreement #1"), by and between SPURS LTD and NATIONAL WESTMINSTER, as Administrative Lender for the benefit of itself and all present and future holders of any obligations referenced therein, SPURS LTD granted a security interest to NATIONAL WESTMINSTER in all rights, title and interest of SPURS LTD, then existing or thereafter acquired or arising in and to the trade names and trademarks set forth on Schedule A attached hereto which security interest was recorded in the United States Patent and Trademark Office on July 06, 1993, at Reel 0992/Frame 0390; and

**WHEREAS**, pursuant to a Security Agreement dated as of October 14, 1997, ("Security Agreement #2"), by and between SPURS LTD and NATIONAL WESTMINSTER, as Administrative Agent for the benefit of itself and all present and future holders of any obligations referenced therein, SPURS LTD granted a security interest to NATIONAL WESTMINSTER in all rights, title and interest of SPURS LTD, then existing or thereafter acquired or arising in and to the trade names and trademarks set forth on Schedule A attached hereto which security interest was recorded in the United States Patent and Trademark Office on November, 06, 1997, at Reel 1653/Frame 0333; and

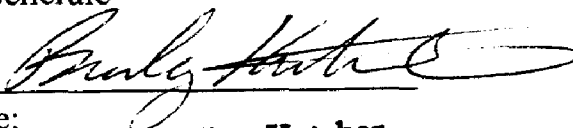
**WHEREAS**, pursuant to an agreement dated as of May 5, 1998, ("Assignment Agreement"), by and between, among others, NATIONAL WESTMINSTER and ASSIGNOR, NATIONAL WESTMINSTER assigned and granted all of its existing and future rights to ASSIGNOR in the trade names and trademarks referenced in both Security Agreement #1 and Security Agreement #2, and

**WHEREAS**, ASSIGNEE has fully satisfied all of its obligations under the above referenced Security Agreements and Assignment Agreement, and ASSIGNOR desires to release its security interest in and to all rights, title and interest of SPURS LTD, in and to trade names and trademarks, including those trade names, trademarks and trademark applications set forth on Schedule A attached hereto.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby releases its entire right, title and interest in and to the trade names, trademarks and trademark applications referenced in the Security Agreement #1, Security Agreement #2, and the Assignment Agreement, including, its interest, if any, in those set forth on Schedule A attached hereto, and ASSIGNOR hereby reassigns any and all rights, title, and interests that ASSIGNOR may have in these trade names, trademarks and trademark applications to ASSIGNEE.

**IN WITNESS WHEREOF**, ASSIGNOR has caused this RELEASE to be duly executed by its officer thereunto duly authorized as of the date above first written.

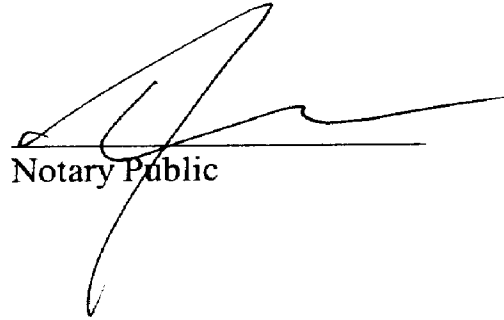
**ASSIGNOR**  
Societe Generale

By:   
Name: **Bradley Katcher**  
Title: **Vice President**

STATE OF )  
 ) SS.  
COUNTY OF )

I, a notary public, in and for the county and state aforesaid, do hereby certify that Bradley Kater personally known to me to be the Vice President of SOCIETE GENERALE, a bank organized under the laws of France and acting through its New York Branch, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 18 day of December, 2000.

  
Notary Public

My commission expires: 12/9/02

**JESSICA THALER**  
Notary Public, State of New York  
No. 01TH5070266  
Qualified in New York County  
Commission Expires 12/9/02

**SCHEDULE A  
TRADEMARKS**

| <b>TRADEMARK</b>             | <b>REG. NO./<br/>(APP. NO.)</b> | <b>REG. DATE/<br/>(APP. DATE)</b> |
|------------------------------|---------------------------------|-----------------------------------|
| SAN ANTONIO SPURS and Design | 1,766,290<br>(74/257,546)       | 4/20/1993<br>(3/20/92)            |
| SAN ANTONIO SPURS and Design | 1,733,164<br>(74/155,812)       | 11/17/92<br>(04/10/91)            |
| SAN ANTONIO SPURS and Design | 1,747,034<br>(74/182,721)       | 1/19/93<br>(07/05/91)             |
| SAN ANTONIO SPURS and Design | 1,120,727<br>(73/164,553)       | 6/19/79<br>3/31/78                |
| SPURS                        | 1,120,217<br>(73/164,554)       | 6/12/79<br>(3/31/78)              |
| SAN ANTONIO SPURS            | 1,120,218<br>(73/164,555)       | 6/12/79<br>(3/31/78)              |
| DESIGN ONLY                  | 2,257,377<br>(74/631,482)       | 6/29/99<br>(2/08/95)              |
| DESIGN ONLY                  | 2,326,953<br>(74/631,480)       | 3/07/2000<br>(2/08/95)            |
| S and Design                 | 1,866,449<br>(74/361,869)       | 12/06/94<br>(2/25/93)             |
| TEAMMATES                    | 1,770,500<br>(74/212,076)       | 5/11/93<br>(10/15/91)             |
| SA                           | (74/631,300)                    | (2/08/95)                         |
| SA                           | (74/631,478)                    | (2/08/95)                         |
| SA                           | (74/631,479)                    | (2/08/95)                         |
| SA                           | (74/631,298)                    | (2/08/95)                         |
| SA                           | (74/631,297)                    | (2/08/95)                         |

| TRADEMARK   | REG. NO./<br>(APP. NO.) | REG. DATE/<br>(APP.<br>DATE) |
|-------------|-------------------------|------------------------------|
| S           | (74/331,474)            | (11/16/92)                   |
| CANINE CLUB | (74/222,718)            | (11/18/91)                   |