

FORM PTO-1618A  
Expires 06/30/96  
OMB 0651-0027

01-18-2001



101568264

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

MRD  
12-19-00

### 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 *22*

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name *JM*  
Effective Date  
Month Day Year \_\_\_\_\_
- Other \_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

05/05/1998

Name National Westminster Bank PLC

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other Bank
- Citizenship/State of Incorporation/Organization France

#### Receiving Party

Mark if additional names of receiving parties attached

Name Societe General

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 1221 Avenue of the Americas

Address (line 2) \_\_\_\_\_

Address (line 3) New York

NY

10021

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other Bank
- Citizenship/State of Incorporation/Organization France

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

*chg 190*

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: 002181 FRAME: 0066

FORM PTO-1618B  
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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name Jared E. Grusd

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, NY 10036-6522

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number (212) 735-2484

Name Jared E. Grusd

Address (line 1) Skadden, Arps, Slate, Meagher & Flom LLP

Address (line 2) Four Times Square

Address (line 3) New York, NY 10036-6522

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 6

**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)		
74631478	74631479	74631298
74631482	74631480	74631297
74631300		

Registration Number(s)		

**Number of Properties** Enter the total number of properties involved. # 7

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 190.00

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: # 19-2385

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

12/18/00

Name of Person Signing

Signature

Date Signed

UNITED STATES TRADEMARK ASSIGNMENT

THIS AGREEMENT, effective the 5th day of May, 1998, is by and between NATIONAL WESTMINSTER BANK PLC, a bank organized under the laws of England and acting through its New York Branch, ("Assignor") having a principal place of business at New York Branch, 175 Water Street, New York, N.Y. 10038 and SOCIETE GENERAL, a bank organized under the laws of France and acting through its New York Branch, ("Assignee") having a principal place of business at 1221 Avenue of the Americas, New York, N.Y. 10021.

WHEREAS, Assignor has adopted, used and is the owner of the entire right, title and interest in and to the tradename and trademark registrations and pending applications as shown on Schedule A attached hereto (hereinafter referred to as the "Trademark Rights"); and

WHEREAS, Assignee desires to acquire said Trademark Rights together with all of the goodwill in connection with which the Trademark Rights have been used;

NOW, THEREFORE, for the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to sell and does hereby, absolutely and unconditionally, sell, assign, transfer and set over unto Assignee, all of Assignor's right, title and interest in and to the Trademark Rights, and all applications and all registrations therefor, and all usages of the trademarks that have not been applied for, if any, together with the goodwill of the business in connection with which the Trademark Rights have been used in the United States and its territories and protectorates.

Assignee hereby accepts the assignment of Trademark Rights as set forth above.

IN WITNESS WHEREOF, the Assignor has duly executed this assignment on the 5 day of May, 1998.

**ASSIGNOR:**

NATIONAL WESTMINSTER BANK PLC,  
as Administrative Agent

By: [Signature]  
Name: David Aves  
Title: Senior Vice President

STATE OF NEW YORK )  
  ) ss.: 053-04-2391  
COUNTY OF NEW YORK )

On this 5th day of May, 1998, before me, Daria Soriano, a Notary Public in and for said State, personally appeared David Aves the Senior Vice President of NATIONAL WESTMINSTER BANK PLC, a bank organized under the laws of England and acting through its New York Branch, known to me to be the person who executed the foregoing instrument, and who being by me duly sworn did depose and state that said instrument was duly authorized and executed on behalf of said bank for the purposes stated therein, and acknowledged said assignment to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Daria Soriano  
Notary Public

Name: Daria Soriano

My Commission Expires: 11/7/98

DARIA SORIANO  
Notary Public, State of New York  
No. 018080357  
Qualified in Richmond County  
Commission Expires Nov. 7, 1998

DARIA SORIANO  
Notary Public, State of New York  
No. 018080357  
Qualified in Richmond County  
Commission Expires Nov. 7, 1998

SCHEDULE ATRADE NAMES

The Borrower or its predecessors have during the preceding ten year period done business or operated under the following trade names:

Spurs

San Antonio Spurs

San Antonio Spurs, Ltd.

San Antonio Athletic Club, Ltd.

Spurs Professional Basketball Club, Ltd

S.P.B.C.L., Ltd.

SPBC, Inc.

Spurs Professional Basketball Club, Inc.

Sell Out, Inc.

SAONE, INC

San Antonio Concessions, Inc.

Concessions, Inc.

Sports Channel, Inc.

OTHER TRADEMARKS OR INTELLECTUAL PROPERTY

U.S. Trademark: Application for "S" to be used on caps.

U.S. Trademark Application for "S" with a spur.

U.S. Trademark Application for "San Antonio Spurs."

U.S. Trademark "San Antonio Spurs" Reg. No. 1,733,164 (Expires 11/17/2022).

U.S. Trademark "San Antonio Spurs" Reg. No. 1,747,034.

U.S. Trademark Reg. Nos. 1,120,217; 1,120,218; 1,120,727.

U.S. Trademark Application No. 74/631,478 for SA AND AZTEC DESIGN.

U.S. Trademark Application No. 74/631,479 for SA AND AZTEC DESIGN.

U.S. Trademark Application No. 74/631,298 for SA AND DESIGN.

U.S. Trademark Application No. 74/631,482 for SPUR DESIGN.

U.S. Trademark Application No. 74/631,480 for SPUR DESIGN.

U.S. Trademark Application No. 74/631,297 for SA AND DESIGN.

U.S. Trademark Application - Class 18 for San Antonio Spurs AND Design, dated July 15, 1997.

U.S. Trademark Application - Class 16 for SPURS DESIGN, dated February 12, 1997. Costa Rica - letter dated September 2, 1992, from NBA Properties indicates that NBA has filed applications in Costa Rica for NBA and team logos.

State of Texas Reg. Nos. 051885 and 051886 for "San Antonio Spurs" and design, each dated June 16, 1992.

California Reg. No. 096013 dated April 16, 1992, for "San Antonio Spurs" and design.

South Carolina Trademark Application dated June 4, 1997, for "San Antonio Spurs" and design.

The character known as "Coyote."

All licenses relating to the Spurs or San Antonio Spurs NBA franchise.

TX2003647 dated June 16, 1992, for:

hosiery, footwear, t-shirts, sweatshirts, sweatpants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, rugby shirts, sweaters, belts, nightshirts, hats, warm-up suits, jackets, parkas, coats, cloth bids, head bands and wrist bands.

TX2003648 dated June 16, 1992, for:

entertainment services--namely, basketball games and exhibitions rendered live in stadiums and through the media of radio and television broadcasts.



4A. Trademark Application Nos

74/361,869

74/331,474

74/222,718

4B. 1,770,500

1,766,290

1,733,164

1,747,034

1,120,727

1,120,217

1,120,218

SCHEDULE OF TRADEMARKS TO BE ASSIGNEDTrademark Application Nos.

74/631,478

74/631,479

74/631,298

74/631,482

74/631,480

74/631,297

74/631,300