

04-19-2001

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



101679288
**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

APR - 5 2001

4-5-01

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
- ☐ Merger
- ☐ Change of Name
- ☒ Other
- Effective Date
Month Day Year

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association
- ☒ Other
- ☐ Citizenship/State of Incorporation/Organization

Receiving Party

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Name

DBA/KA/TA

Composed of

Address (line 1)

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- ☒ Corporation ☐ Association
- ☐ Other

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.)

- ☒ Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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="75256768"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2138837"/>	<input type="text" value="2177156"/>	<input type="text" value="2155648"/>
<input type="text" value="75175120"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1997614"/>	<input type="text" value="2013547"/>	<input type="text" value="1962739"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1990578"/>	<input type="text" value="2029333"/>	<input type="text" value="2084851"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

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

Method of Payment:

Deposit Account

Enclosed ☒

Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

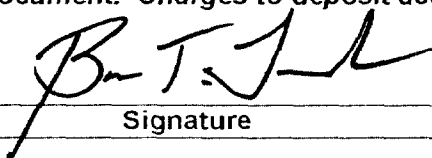
Authorization to charge additional fees: Yes ☒ No ☐

Statement and Signature

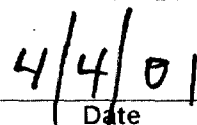
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Brian T. Jaenicke

Name of Person Signing



Signature



Date

I. U.S. TRADEMARK REGISTRATION APPLICATIONS

<i>SUBSIDIARY</i>	<i>MARK</i>	<i>SERIAL NO.</i>	<i>FILING DATE</i>
Sportswave, Inc.	VUWIT	75/256,768	03/13/97
Sportswave, Inc.	LEGENDS OF THE FALL	75/175,120	09/10/96

II. U.S. TRADEMARK REGISTRATIONS

<i>SUBSIDIARY</i>	<i>MARK</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
Sportswave, Inc.	Design	2,138,837	02/24/98
Sportswave, Inc.	FIESTA DE BEISBOL	1,997,614	08/27/96
Sportswave, Inc.	INTERNATIONAL SPORTS MARKETING	1,990,578	07/30/96
Sportswave, Inc.	ISM	2,177,156	07/28/98
Sportswave, Inc.	ISM INTERNATIONAL SPORTS MARKETING	2,013,547	11/05/96
Sportswave, Inc.	LEGENDS AUTOGRAPH COLLECTION	2,029,333	01/07/97
Sportswave, Inc.	LEGENDS OF THE FALL	2,155,648	05/05/98
Sportswave, Inc.	MISS QUEEN and Design	1,962,739	03/19/96
Sportswave, Inc.	PFPA	2,084,851	07/29/97
Sportswave, Inc.	PFPA PRO FOOTBALL PLAYERS ALUMNI and Design	2,030,062	01/14/97
Sportswave, Inc.	PRO BASEBALL PLAYERS ALUMNI (Supplemental Register)	2,086,634	08/05/97

<i>SUBSIDIARY</i>	<i>MARK</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
Sportswave, Inc.	PRO BASKETBALL PLAYERS ALUMNI and Design	2,060,985	05/13/97
Sportswave, Inc.	PRO BASKETBALL PLAYERS ALUMNI (Supplemental Register)	2,009,202	10/15/96
Sportswave, Inc.	PRO FOOTBALL PLAYERS ALUMNI (Supplemental Register)	1,997,729	08/27/96
Sportswave, Inc.	PRO HOCKEY PLAYERS ALUMNI and Design	2,153,483	04/28/98
Sportswave, Inc.	PRO HOCKEY PLAYERS ALUMNI (Supplemental Register)	2,045,195	03/11/97
Sportswave, Inc.	SPORTS LEGENDS CAMPS (Supplemental Register)	2,042,552	03/04/97
Sportswave, Inc.	SPORTS LEGENDS INCENTIVES (Supplemental Register)	2,042,551	03/04/97
Sportswave, Inc.	SPORTSWAVE	2,126,298	12/30/97
Sportswave, Inc.	SPORTSWAVE and Design	2,160,220	05/26/98

**RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

WHEREAS, FIRST UNION NATIONAL BANK, as Administrative Agent (the "Administrative Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139 holds a security interest in certain intellectual property assets of **SPORTSWAVE, INC.**, (the "Pledgor") pursuant to a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of July 8, 1999; and

WHEREAS, the Grant of Security Interest, attached hereto as Exhibit A, given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement was recorded with the United State Patent and Trademark Office;

NOW THEREFORE, in consideration of the Pledgor's satisfaction of its obligations under the Credit Agreement referred to in the Security Agreement, the Administrative Agent hereby releases, transfers and assigns unto the Pledgor, its successors and assigns, the entire right, title and interest in and to all of Pledgor's registered trademarks and applications therefor as set forth in the Security Agreement and as listed in Schedule A to Exhibit A attached hereto.

IN WITNESS WHEREOF, Secured Party, by its duly authorized officer, has executed this Release on this 1st day of September, 2000.

FIRST UNION NATIONAL BANK,
as Administrative Agent

By: _____

Douglas A. Nickel
Vice President

State of North Carolina)
) ss:
County of _____)

On this _____ day of September, 2000, before me, a Notary Public in and for the above County and State, personally appeared the above named Douglas A. Nickel, personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose set forth herein.

Notary Public

**GRANT OF SECURITY INTEREST
IN TRADEMARKS**


WHEREAS, SPORTSWAVE, INC., (the "Pledgor") is the owner of the trademarks and service marks listed on Schedule A attached hereto, which marks are registered or have pending registrations in the United States Patent and Trademark Office as set forth on Schedule A attached hereto (all such trademarks, service marks, registrations and applications, collectively, the "Trademarks"); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of July 8, 1999, in which the Pledgor has agreed with First Union National Bank, as Administrative Agent (the "Administrative Agent"), with offices at One First Union Center, 301 South College Street, Charlotte, North Carolina 28288-1139, to execute this Assignment;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Administrative Agent a security interest in all of its right, title and interest in and to the Trademarks, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant of Security Interest has been given in conjunction with the security interest granted to the Administrative Agent under the Security Agreement, and the provisions of this Grant of Security Interest are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

SPORTSWAVE, INC.

By: _____


Tim Donmoyer, Vice President