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05-10-2001

FORM PTO-1584
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

STEVE F. VARASTEH

- Individual(s)
- General Partnership
- Corporation-State
- Other ARIZONA CITIZEN
- 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: MARCH 6, 2001

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

Name: CHARLOTTE HORNETS NBA LIMITED PARTNERSHIP

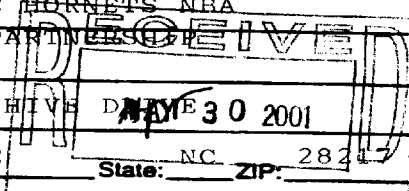
Internal Address:

Street Address: 100 FIVE DAVE 30 2001

City: CHARLOTTE State: NC ZIP: 282

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership NORTH CAROLINA
- 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)

B. Trademark registration No.(s)

2,127,565

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 DEPT.

INTELLECTUAL PROPERTY GROUP

Street Address: 645 5th AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- 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)

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.

AYALA DEUTSCH

Name of Person Signing

Signature

4/26/01

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

05/09/2001 GTDN11 00000325 140623 2127565

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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: 002291 FRAME: 0670

ASSIGNMENT OF TRADEMARK

ASSIGNMENT OF TRADEMARK (the "Assignment") made by Steve F. Varasteh, a citizen of Arizona ("Assignor") to Charlotte Hornets NBA Limited Partnership, a North Carolina limited partnership having a principal place of business at One Hive Drive, Charlotte, North Carolina 28217 ("Assignee");

WHEREAS, Assignor has adopted, used and is using the mark THE HIVE, which is registered in the United States Patent and Trademark Office under Registration No. 2,127,565 (the "Mark"); and

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Mark;

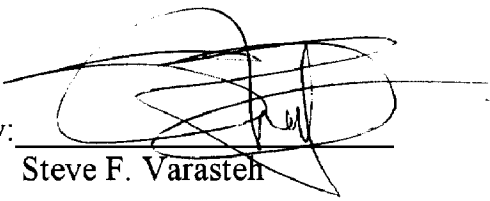
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor does hereby transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Mark, the registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Mark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

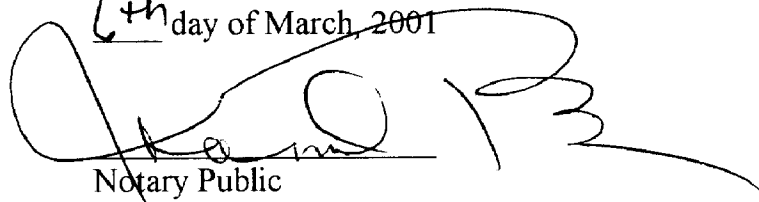
Assignor hereby agrees that Assignor shall and shall cause each of its affiliates to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary or otherwise reasonably requested by Assignee to confirm and assure the rights and obligations contemplated herein.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of this 6 day of March, 2001.

By: 
Steve F. Varasteh

SWORN TO ME THIS
6th day of March, 2001


Notary Public

