

RE

05-24-2001

PTO-1594 5-17-01
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

RE

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

1. Name of conveying party(ies):

Meadowlands Basketball Company, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New Jersey
 Other _____

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

2. Name and address of receiving party(ies)
Name: New Jersey Basketball, LLC
Internal Address: _____
Address: _____

Street Address: 390 Murray Hill Parkway
East New
City: Rutherford State: Jersey Zip: 07073

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Resubmission Document ID#
101623056
Execution Date: _____

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2406643

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elizabeth J. Moody, Esq.
Internal Address: Paul, Weiss, Rifkind, Wharton & Garrison

Street Address: 1285 Avenue of the Americas

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Elizabeth J. Moody Elizabeth J. Moody 5/17/01
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002302 FRAME: 0137

02-28-2001



101623056

FEB 16 2001

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

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 2-16-01

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
Effective Date
Month Day Year

Change of Name

Other _____

Conveying Party Mark if additional names of conveying parties attached

Name Meadowlands Basketball Company, Inc. Execution Date
Month Day Year 11/30/98

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New Jersey

Receiving Party Mark if additional names of receiving parties attached

Name New Jersey Basketball, LLC

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 Limited Liability Company

Citizenship/State of Incorporation/Organization New Jersey

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

02/27/2001 DBYRNE 00000194 2406643
01 FC:481 40.00 OP

40E

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: 002302 FRAME: 0138

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)

FEB 16 2001

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)

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.

Elizabeth J. Moody
Name of Person Signing

Elizabeth J. Moody
Signature

2/16/01
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

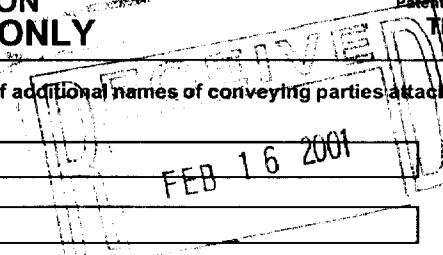
Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization



Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

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)

<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"/>

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"/>

ASSIGNMENT OF PARTNERSHIP INTEREST

THIS ASSIGNMENT OF PARTNERSHIP INTEREST (this "Assignment") is made and entered into as of the 3rd day of November, 1998, by and between MEADOWLANDS BASKETBALL COMPANY, INC., a New Jersey corporation ("Assignor") and NEW JERSEY BASKETBALL, LLC, a New Jersey limited liability company ("Assignee")

WITNESSETH:

WHEREAS, Assignor is one of two (2) general partners in MEADOWLANDS BASKETBALL ASSOCIATES, a New Jersey general partnership (the "Partnership") and owns 80.286% of the partnership interests in the Partnership (the "Assignor's Interest"); and

WHEREAS, Basketball Investors, Inc. ("BII") is the second general partner in the Partnership, and owns 19.714% of the partnership interests in the Partnership, and

WHEREAS, Assignor desires to assign the Assignor's Interest in the Partnership to the Assignee in exchange for an 80.286% membership interest in the Assignee, upon the terms and conditions set forth herein, and

WHEREAS, BII desires to consent to the assignment of the Assignor's Interest in the Partnership to the Assignee upon the terms and conditions set forth herein, and

WHEREAS, simultaneously with the execution of this Assignment, BII shall assign its entire interest in the Partnership to the Assignee in exchange for a 19.714% membership interest in the Assignee, and

WHEREAS, Assignee desires to accept an assignment of Assignor's Interest (such right, title and interest in the Partnership, together with (i) Assignor's capital account, (ii) Assignor's rights in and to specific Partnership property, if any, (iii) Assignor's rights to participate in the management of the Partnership, (iv) Assignor's rights to distributions, reimbursements or other payments (including any distributions of cash flow which have not been distributed), (v) rights to profits, losses and other allocations, and (vi) all other rights and benefits of the Assignor in the Partnership with respect to the interest in the Partnership assigned hereby being herein sometimes referred to as the "Assigned Interest")

NOW, THEREFORE, for and in consideration of a membership interest in the Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows

1. **ASSIGNMENT OF ASSIGNED INTEREST.** Assignor does hereby assign, transfer, set over and deliver unto Assignee, its successors and assigns, the Assigned Interest, including, but not limited to that portion of profits, losses, capital and cash flow allocable to the Assigned Interest, free and clear of any and all liens, security interests, encumbrances, claims, rights of another, rights of first refusal, covenants, conditions, reservations and any and all other restrictions

2. **MEMBERSHIP INTEREST.** In consideration of the receipt of the Assigned Interest, Assignee shall deliver to Assignor an 80 286% membership interest in the Assignee

3. **ASSUMPTION OF PARTNERSHIP OBLIGATIONS.** Assignee hereby assumes all of the Partnership's liabilities, obligations and responsibilities including, without limitation, all of the obligations of the Partnership under the Amended and Restated Agreement of License dated as of October 27, 1998 between the Partnership and New Jersey Sports and Exposition Authority (the "License") which obligations include, without limitation, the obligation to play All Regular Season Home Games, Play-off Games and Championship Games at the Arena as required by the License. All capitalized terms used but not defined in this section 3 shall have the respective meanings assigned to them in the License.

4. **CONSENT OF PARTNER.** BII hereby consents to, authorizes and approves of Assignor's assignment of the Assigned Interest to Assignee upon the terms and conditions set forth herein.

5. **DEFINED TERMS.** Capitalized terms used and defined in this Assignment shall have the meanings assigned to them in this Assignment (including those in the recital para. apts hereof).

6. **EFFECTIVE DATE.** This Assignment is effective as of the date first above mentioned, and from and after that date (a) Assignor shall cease to be a partner of the Partnership and (b) that portion of the net profits or net losses and cash flow (including cash flow which has not been distributed) of the Partnership allocable to the Assigned Interest shall be credited, distributed or charged, as the case may be, to Assignee and not to Assignor.

7. **FUTURE COOPERATION ON SUBSEQUENT DOCUMENTS.** Assignor and Assignee mutually agree to cooperate at all times from and after the date hereof with respect to the supplying of any information requested by the other regarding any of the matters described in this Assignment, and each agrees to execute such further deeds, bills of sale, assignments, amendments to the Partnership's partnership agreement, releases, indemnifications, assumptions, estoppel certificates, notifications, or such other documents or instruments and to take all necessary action and to perform such additional

acts as may be reasonably requested and appropriate for the purpose of giving effect to, evidencing, performing or giving notice of the terms, provisions and conditions of this Assignment and all transactions contemplated herein.

8. **BINDING EFFECT.** Except as herein otherwise provided to the contrary, this Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal and personal representatives, successors and assigns, provided, however, that neither party shall have any right, power or authority to assign any rights, powers, duties or obligations hereunder.

9. **AMENDMENTS.** No amendment, alteration, modification or waiver of this Assignment, or any part hereof, shall be valid or effective unless in writing and signed by all the parties hereto.

10. **APPLICABLE LAWS.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and the applicable federal laws of the United States.

11. **COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument which may be sufficiently evidenced by one counterpart and any of the parties hereto may execute this Assignment by signing any such counterpart.

12. **HEADINGS AND TITLES.** The headings and titles of the Articles, Sections, Subsections and Paragraphs herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the operative terms or provisions herein, unless the latter are ambiguous, uncertain or indefinite, in which case, such titles and headings may be looked to in determining the proper construction and meaning of this Assignment and the parties' intentions.

13. **GENDER.** Whenever the context shall so require, all words herein in any gender shall be deemed to include the masculine, feminine, or neuter gender, and all singular words shall include the plural, and all plural words shall include the singular.

14. **CONSTRUCTION.** In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable provision or provisions shall be fully severable and shall not affect any other provision hereof and this Assignment shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein. Furthermore, in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as part of this Assignment a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

15. **THIS ASSIGNMENT.** The words "herein," "hereof," "hereunder," "hereby," "this Assignment" and other similar reference shall be construed to mean and include this Assignment of Partnership Interest and all amendments thereof and supplements thereto unless the context should clearly indicate or require otherwise

16. **NO THIRD PARTY BENEFICIARY RIGHTS.** This Assignment is made solely and specifically between and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person, individual, corporation or entity, whatsoever, shall have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Assignment as a third party beneficiary or otherwise.

17. **LANGUAGE.** The parties hereto acknowledge that each of them and their counsel have reviewed and revised this Assignment and that the language used in this Assignment shall be deemed to be the language chosen by the parties to express their mutual intent, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment or any amendments or exhibits hereto and that no rule of strict construction shall be applied against any party.

IN WITNESS WHEREOF, the parties have executed this Assignment as
the date first above written.

ASSIGNOR
MEADOWLANDS BASKETBALL
COMPANY, INC., a New Jersey
corporation

By Michael R. Rose
Name:
Title:

ASSIGNEE
NEW JERSEY BASKETBALL, LLC, a
New Jersey limited liability company

By FX Wentworth Jr.
Name: FX WENTWORTH JR.
Title: C.E.O.

As to Section 4 of...

BASKETBALL INVESTORS, INC.

By Michael R. Rose
Name:
Title:

ASSIGNMENT EXHIBIT "A"

Conveying Parties:

Meadowlands Basketball Associates, a New Jersey general partnership 100% owned by its general partners: Meadowlands Basketball Company, Inc., a New Jersey corporation and Basketball Investors, Inc., a New Jersey corporation:

- 1) Assignment of partnership interest of Meadowlands Basketball Company, Inc. to New Jersey Basketball, LLC.
- 2) Assignment of partnership interest of Basketball Investors, Inc. to New Jersey Basketball, LLC.

RECEIVING PARTY:

New Jersey Basketball, LLC, a New Jersey limited liability company.

Note:

By the assignme.^{nt} of the general partnership interests of Meadowlands Basketball Company, Inc. and Basketball Investors, Inc. to New Jersey Basketball, LLC, Meadowlands Basketball Associates was thereby dissolved.

Class	Country	Class	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	Int
1573	United States	41	305995	3/7/81	1308109	3-14-82		No
1574	United States	41	305996	3/7/81	1309110	9-14-82		No
1637	United States	16, 25, 28, 41	74/132611	1/23/91	1711607	9-1-92		No
2621	United States	25	74/282362	6/8/92	1812987	12-12-93	3-4-93	No
4915	United States	25	74/416025	9/10/93	1941507	12-12-93	7-19-94	No
6211	United States	25	74/692936	2/22/94	2121951	12-16-97	3-7-95	Yes
10997	United States	25	74/639783	2/28/95	1956158	2-11-96		Yes
16173	United States	9	75/229455	1/22/97			12-16-97	Yes
16163	United States	16	75/229456	1/22/97			10-21-97	Yes
16169	United States	18	75/229456	1/22/97			10-21-97	Yes
16195	United States	25	75/229425	1/22/97			10-7-97	Yes
16199	United States	28	75/229427	1/22/97			10-28-97	Yes
16202	United States	41	75/229430	1/22/97			10-18-97	Yes
16207	United States	9	75/229428	1/22/97			1-7-98	Yes
16210	United States	16	75/229451	1/22/97			10-26-97	Yes
16212	United States	18	75/229452	1/22/97			1-4-97	Yes
16217	United States	25	75/229453	1/22/97			10-28-97	Yes
16219	United States	28	75/229454	1/22/97			10-21-97	No
21262	United States	41	75/229457	1/22/97			10-21-97	No
21263	United States	25	75/304243	7/16/97				Yes
21264	United States	28	75/304241	7/16/97				Yes
22317	United States	41	75/304242	7/16/97				Yes
22318	United States	41	75/302892	11/1/97				Yes
22319	United States	25	75/381793	10/30/97				Yes
22320	United States	28	75/381792	10/30/97				Yes
40804	United States	41	75/382135	10/30/97				Yes
41156	United States	38	75/541730	8/24/98				No
41170	United States	16	75/555165	9/16/98				Yes
41190	United States	28	75/555166	9/16/98				Yes
41160	United States	16	75/555167	9/16/98				Yes
49919	United States	28	75/555164	9/16/98				Yes
49920	United States	16	75/531583	8/7/98				Yes
49921	United States	25	75/531585	8/7/98				Yes
49922	United States	28	75/531582	8/7/98				Yes
45160	United States	41	75/531584	8/7/98				Yes
45170	United States	16	75/555165	9/16/98				Yes
45171	United States	28	75/555166	9/16/98				No
45172	United States	16	75/555167	9/16/98				No
45173	United States	28	75/555164	9/16/98				No

Class New Jersey Nets

Nets Champeous Center
390 Murray Hill Parkway

Mark
NEW JERSEY NETS
NEW JERSEY NETS and
Designs
NETS and Design
NUN
NETS
NEW YORK NETS
NETS
NJ AND DESIGN
NJ AND DESIGN
NJ AND DESIGN
NJ AND DESIGN
NJ AND DESIGN
NJ AND DESIGN
NETS and Design (w/ web)
NETS and Design (w/ web)
NETS and Design (w/ web)
NETS and Design (w/ web)
NETS and Design (w/ web)
NETS and Design (w/ web)
BLUPS ZONE
BLUPS ZONE
BLUPS ZONE
POWER IN MOTION
N Y
N Y
N Y
SLAMMIN' PLANET I
NY NETS and Design
NY NETS and Jugs
NY NETS and Ball Design
NY NETS and Ball Design
SLAMMIN' PLANET
SLAMMIN' PLANET
SLAMMIN' PLANET
SLAMMIN' PLANET
NY NETS and Design
NY NETS and Design
NY NETS and Ball Design
NY NETS and Ball Design