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To the Honorable Commissioner of Patent

101823269

ed original documents or copy thereof.

1. Name of conveying party(ies):

The Basketball Club of Seattle, LLC
8-17-01

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- 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: April 2, 2001

2. Name and address of receiving party(ies)

Name: Citicorp USA, Inc., as Agent

Internal Address: _____

Street Address: 153 East 53rd Street

City: New York State: NY ZIP: 10043

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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 patent number(s):

A. Trademark Application No.(s)

See attached Exhibit A

B. Trademark Registration No.(s)

See attached Exhibit A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca C. Ambriz

Internal Address: Sonnenschein Nath & Rosenthal

Street Address: 8000 Sears Tower

233 South Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: _____

27

7. Total fee (37 CFR 3.41).....\$ 690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/24/2001 AAHME01 00000203 1080052

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 650.00 DP

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.

Rebecca C. Ambriz
Name of Person Signing

Rebecca C. Ambriz
Signature

8/17/01
Date

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

18

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 002355 FRAME: 0236

EXHIBIT A

<u>Trademark Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
SONICS	1,080,052	12/20/77
SEATTLE SUPERSONICS	1,084,317	1/31/78
MISCELLANEOUS DESIGN	1,081,342	1/3/78
SEATTLE SUPERSONICS AND DESIGN	1,831,387	4/19/94
S AND DESIGN	1,892,685	5/2/95
MISCELLANEOUS DESIGN	1,880,676	2/28/95
SQUATCH	1,839,683	6/14/94
NOT IN OUR HOUSE	1,921,904	9/26/95
NOT IN OUR HOUSE	1,910,156	8/8/95
NOT IN OUR HOUSE	1,910,492	8/8/95
SEATTLE SONICS AND DESIGN	2,006,928	10/8/96
SEATTLE SONICS AND DESIGN	2,003,596	9/24/96
SEATTLE SONICS AND DESIGN	2,003,595	9/24/96
SEATTLE SONICS AND DESIGN	2,003,597	9/24/96
S AND BALL DESIGN	2,162,316	6/2/98
S AND BALL DESIGN	2,018,293	11/19/96
S AND BALL DESIGN	2,111,016	11/4/97
SONICS AND DESIGN	2,269,289	8/10/99
SONICS AND DESIGN	2,272,486	8/24/99
IN TO WIN	2,151,726	4/21/98
IN TO WIN	2,108,488	10/28/97
SONIC TV AND DESIGN	2,237,225	4/6/99
SEATTLE SONICS AND DESIGN	2,363,920	7/4/00
SEATTLE SONICS AND DESIGN	2,273,519	8/31/99

<u>Pending Trademark</u>	<u>Serial No.</u>	<u>File Date</u>
S AND BALL DESIGN	74/631,494	2/8/95
SONICS AND DESIGN	74/631,497	2/8/95
SONICS AND DESIGN	74/631,492	2/8/95

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") made as of the 2nd day of April, 2001, by and between The Basketball Club of Seattle, LLC ("Borrower"), a Washington limited liability company, with its chief executive office located at 351 Elliott Avenue West, Seattle, WA 98119 and Citicorp USA, Inc., a Delaware corporation, with its principal office located at 153 East 53rd Street, New York, NY 10043 in its capacity as Agent (the "Agent") for and representative of itself and the Lenders under the Security Agreement described below.

W I T N E S S E T H:

WHEREAS, Borrower, certain lenders (the "Lenders") and Agent are parties to that certain Credit Agreement dated April 2, 2001 as amended, modified, restated and supplemented from time to time, (the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain credit facilities available to the Borrower; and

WHEREAS, as a condition, among others, the Lenders have required Borrower to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, as and by way of a first mortgage and

security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements related to or in connection with the use of the Trademarks with any other party, whether Borrower is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. Borrower will not, without Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Agent under this Agreement or the rights associated with those Trademarks or Licenses.

6. New Trademarks and Licenses. Borrower represents and warrants that (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements pursuant to which Borrower is the licensee or

licensor thereunder and (c) no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Borrower shall give to Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence on a quarterly basis. Borrower hereby authorizes Agent to modify this Agreement by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6.

7. Royalties. Borrower hereby agrees that the use by Agent of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 16 shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Agent to Borrower.

8. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times (and at any time when a Default or an Event of Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, Borrower's quality control processes; provided that, in conducting such inspections and examinations, Agent shall use reasonable efforts not to unnecessarily disturb the conduct of Borrower's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such reasonable additional product quality controls as Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses. Borrower agrees (a) to maintain the quality of said products as of the date hereof, and (b) not to change the quality of such products in any material respect without Agent's prior and express written consent which consent will not be unreasonably withheld.

9. Termination of Agent's Security Interest. This Agreement is made for collateral security purposes only. Upon termination of all Commitments and payment in full of all of the Obligations, this Agreement shall terminate and Agent shall promptly execute and deliver to the Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Agent pursuant to this Agreement or the Credit Agreement.

10. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (b) make application for trademarks or service marks. Borrower further agrees (i) not to abandon any Trademark or License without the prior written consent of Agent and (ii) to use its best efforts to maintain in full force and effect the Trademarks and Licenses, that are or shall be necessary or economically desirable in the operation of Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by Borrower.

11. Agent's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Agent, for itself or on behalf of the Lenders, shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Agent for all costs and expenses incurred by Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Agent).

12. Waivers. Agent's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by Agent unless such suspension or waiver is in writing signed by an officer of Agent and directed to Borrower specifying such suspension or waiver.

13. Agent's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement and any other Loan Documents.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. From and after the occurrence and during the continuance of an Event of Default and the giving of written notice by Agent to Borrower of Agent's intention to enforce its rights and claims against Borrower, Borrower hereby irrevocably designates, constitutes and appoints Agent (and all Persons designated by Agent in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Agent and any of Agent's designees, in Borrower's or Agent's name, from and after the occurrence and during the continuance of an Event of Default, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as Agent deems in its best interest. Agent shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 16 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks or Licenses. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located.

17. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Agent and its successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Agent's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of New York.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

20. Agent's Duty. Agent shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

21. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

22. NBA Consent. Each of the provisions of this Agreement and the other Loan Documents shall be subject to the provisions of the NBA Consent, which the Borrower, the Agent, the Lenders and the other Secured Parties have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, the Agent shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under any of the Loan Documents except in accordance with and subject to the NBA Consent. Each Secured Party shall be deemed irrevocably to authorize the Agent to execute, deliver and perform on its behalf the NBA Consent and all amendments, modifications, extensions, waivers and other acts in connection with the NBA Consent as the Agent shall deem appropriate, and all third parties shall be entitled to rely on the Agent's taking of any such action or execution of any such document as conclusive evidence of its authority to do so on behalf of the Secured Parties.

23. Exclusions. Notwithstanding anything to the contrary set forth herein, the maximum amount of Secured Obligations (as defined in the Security Agreement) secured pursuant to this Agreement and other Loan Documents shall at no time exceed \$90,000,000 in the aggregate.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 1st day of April, 2001.

THE BASKETBALL CLUB OF SEATTLE, LLC,
a Washington limited liability company

By: 

Name: Howard Schultz

Title: Chairman of the Board

Accepted and agreed to as of the
1st day of April, 2001, by:

CITICORP USA, INC., as Agent

By: 

Name: Gerald Roberts

Title: Vice President

STATE OF Washington)
) SS
COUNTY OF King)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 1st day of April, 2001, by Howard Schultz, personally known to me to be the Chairman of the Board of THE BASKETBALL CLUB OF SEATTLE, LLC, on behalf of such limited liability company.

(SEAL)

Dorinda A. De Kay
Notary Public Washington
County, King, Tukwila
My commission expires: 10/1/01

STATE OF Washington)
) SS
COUNTY OF King)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 1st day of April, 2000, by Gerald Roberts, personally known to me to be the Vice President of CITICORP USA, INC., on behalf of such corporation.

(SEAL)

Dequicia A. DeHay
Notary Public Washington
County, King - Tukwila
My commission expires: 10/1/01





Schedule A
to
Trademark Security Agreement












Dated as of April 2, 2001





Trademarks

**TRADEMARK STATUS REPORT
(U.S. PENDING AND REGISTERED MARKS)**

Owner: SSI, Inc. (Seattle Super Sonics, Inc.; SSI Sports, Inc.)






MARK (CLASS)	Logo	Serial No. File Date	Reg. No. & Date	Current Listed Owner	Status	Comments
SONICS (41)	n/a	73/124,375 4/27/77	1,080,052 12/20/77	SSI, Inc.	RENEWED 3/20/98: Renewal filed	12/20/07: Next Renewal due
SEATTLE SUPERSONICS (41)	n/a	73/124,374 4/27/77	1,084,317 1/31/78	SSI, Inc.	RENEWED 3/20/98: Renewal filed	1/31/08: Next Renewal due
MISCELLANEOUS DESIGN (41)		73/124,447 4/27/77	1,081,342 1/3/78	SSI, Inc.	RENEWED 3/20/98: Renewal filed	1/3/08: Next Renewal due
SEATTLE SUPERSONICS AND DESIGN (25) (41)		74/155,813 4/10/91	1,831,387 4/19/94	SSI, Inc.	REGISTERED 4/19/00: Sec 8/15 filed	4/19/04: Renewal due
S AND DESIGN (25)		74/277,234 5/20/92	1,892,685 5/2/95	SSI, Inc.	REGISTERED	5/2/01: Sec 8/15 due (Need to confirm if filed or not)
MISCELLANEOUS DESIGN (25)		74/411,878 7/13/93	1,880,676 2/28/95	SSI, Inc.	REGISTERED	2/28/01: Sec 8/15 due (Need to confirm if filed or not)
SQUATCH (41)	n/a	74/427,741 8/23/93	1,839,683 6/14/94	SSI, Inc.	REGISTERED 6/9/00: Sec 8/15 filed	6/14/04: Renewal due
NOT IN OUR HOUSE (16)	n/a	74/475,049 12/29/93	1,921,904 9/26/95	SSI, Inc.	REGISTERED	9/26/01: Sec 8/15 due (Need to confirm if filed or not)

MARK (CLASS)	Logo	Serial No. File Date	Reg. No. & Date	Current Listed Owner	Status	Comments
NOT IN OUR HOUSE (25)	n/a	74/475,048 12/29/93	1,910,156 8/8/95	SSI, Inc.	REGISTERED	8/8/01: Sec 8/15 due (Need to confirm if filed or not)
NOT IN OUR HOUSE (41)	n/a	74/477,032 1/6/94	1,910,492 8/8/95	SSI, Inc.	REGISTERED	8/8/01: Sec 8/15 due (Need to confirm if filed or not)
SEATTLE SONICS AND DESIGN (16)		74/601,041 11/21/94	2,006,928 10/8/96	SSI, Inc.	REGISTERED	10/8/02: Sec 8/15 due 10/8/06: Renewal due
SEATTLE SONICS AND DESIGN (25)		74/601,042 11/21/94	2,003,596 9/24/96	SSI, Inc.	REGISTERED	9/24/02: Sec 8/15 due 9/24/06: Renewal due
SEATTLE SONICS AND DESIGN (28)		74/601,037 11/21/94	2,003,595 9/24/96	SSI, Inc.	REGISTERED	9/24/02: Sec 8/15 due 9/24/06: Renewal due
SEATTLE SONICS AND DESIGN (41)		74/601,046 11/21/94	2,003,597 9/24/96	SSI, Inc.	REGISTERED	9/24/02: Sec 8/15 due 9/24/06: Renewal due
S AND BALL DESIGN (16)		74/631,495 2/8/95	2,162,316 6/2/98	SSI, Inc.	REGISTERED	6/2/04: Sec 8/15 due 6/2/08: Renewal due
S AND BALL DESIGN (25)		74/631,499 2/8/95	2,018,293 11/19/96	SSI, Inc.	REGISTERED	11/19/02: Sec 8/15 due 11/19/06: Renewal due
S AND BALL DESIGN (28)		74/631,498 2/8/95	2,111,016 11/4/97	SSI, Inc.	REGISTERED	11/4/03: Sec 8/15 due 11/4/07: Renewal due
S AND BALL DESIGN (41)		74/631,494 2/8/95		SSI, Inc.	PENDING (Allowed) 1/27/00: SOU filed	Expect Certificate to issue soon
SONICS AND DESIGN (16)		74/631,497 2/8/95		SSI, Inc.	PENDING (Allowed) 2/3/01: SOU filed	Expect Certificate to issue soon
SONICS AND DESIGN (25)		74/631,496 2/8/95	2,269,289 8/10/99	SSI, Inc.	REGISTERED	8/10/05: Sec 8/15 due 8/10/09: Renewal due
SONICS AND DESIGN (28))		74/631,493 2/8/95	2,272,486 8/24/99	SSI, Inc.	REGISTERED	8/24/05: Sec 8/15 due 8/24/09: Renewal due

MARK (CLASS)	Logo	Serial No. File Date	Reg. No. & Date	Current Listed Owner	Status	Comments
SONICS AND DESIGN (41)		74/631,492 2/8/95		SSI, Inc.	PENDING (Allowed) 7/21/00: 2 nd Extension filed	1/27/01: 3 rd Extension due (Confirm if SOU/3 rd Ext. filed)
IN TO WIN (25)	n/a	75/104,743 5/15/96	2,151,726 4/21/98	SSI, Inc.	REGISTERED	4/21/04: Sec 8/15 due 4/21/08: Renewal due
IN TO WIN (41)	n/a	75/104,742 5/15/96	2,108,488 10/28/97	SSI, Inc.	REGISTERED	10/28/03: Sec 8/15 due 10/28/07: Renewal due
SONIC TV AND DESIGN (25) (41)		75/187,377 10/25/96	2,237,225 4/6/99	SSI, Inc.	REGISTERED	4/6/05: Sec 8/15 due 4/6/09: Renewal due
SEATTLE SONICS AND DESIGN (9)		75/583,813 11/4/98	2,363,920 7/4/00	SSI, Inc.	REGISTERED	7/4/06: Sec 8/15 due 7/4/10: Renewal due
SEATTLE SONICS AND DESIGN (18)		75/375,093 10/17/97	2,273,519 8/31/99	SSI, Inc.	REGISTERED	8/31/05: Sec 8/15 due 8/31/09: Renewal due





**TRADEMARK STATUS REPORT
(U.S. PENDING AND REGISTERED MARKS)**

Owner: Full House Sports & Entertainment, Inc.
(AK Media Group, Inc.; Ackerley Media Group, Inc.)

MARK (CLASS)	Logo	Serial No. File Date	Reg. No. & Date	Current Listed Owner	Status	Comments
FULL HOUSE (16)	n/a	75/783,474 8/23/99	2,433,072 3/6/01	Full House Sports & Entertainment, Inc.	REGISTERED	3/6/07: Sec 8/15 due 3/6/11: Renewal due
FULL HOUSE (35)	n/a	75/782,823 8/23/99		Full House Sports & Entertainment, Inc.	PENDING 7/21/00: Response filed.	Still under examination
FULL HOUSE (38)	n/a	75/782,841 8/23/99		Full House Sports & Entertainment, Inc.	PENDING 9/17/00: Approved for Pub.	Publication delayed for unknown reasons
FULL HOUSE (41)	n/a	75/782,845 8/23/99		Full House Sports & Entertainment, Inc.	PENDING 3/13/01: Non-final OA issued	9/13/01: Response due
FULL HOUSE (42)	n/a	75/782,847 8/23/99	2,355,331 6/6/00	Full House Sports & Entertainment, Inc.	REGISTERED	6/6/06: Sec 8/15 due 6/6/10: Renewal due
FULL HOUSE AND DESIGN (16)		75/782,824 8/23/99	2,422,984 1/23/01	Full House Sports & Entertainment, Inc.	REGISTERED	1/23/07: Sec 8/15 due 1/23/11: Renewal due
FULL HOUSE AND DESIGN (35)		75/782,822 8/23/99		Full House Sports & Entertainment, Inc.	PENDING 12/5/00: Non-final OA issued	6/5/01: Response due
FULL HOUSE AND DESIGN (38)		75/782,842 8/23/99		Full House Sports & Entertainment, Inc.	PENDING (Published) 12/26/00: Published	Expect Certificate to issue soon
FULL HOUSE AND DESIGN (41)		75/782,846 8/23/99		Full House Sports & Entertainment, Inc.	PENDING 3/11/01: Non-final OA typed	Response to OA due soon (Probably 9/13/01)
FULL HOUSE AND DESIGN (42)		75/782,848 8/23/99	2,433,067 3/6/01	Full House Sports & Entertainment, Inc.	REGISTERED	3/6/07: Sec 8/15 due 3/6/11: Renewal due

**TRADEMARK STATUS REPORT
(FOREIGN PENDING AND REGISTERED MARKS)**

Owner: SSI, Inc. (Seattle Super Sonics, Inc.; SSI Sports, Inc.)

MARK (Class)	Logo	Country (Agent)	Serial No. File Date	Reg. No. & Date	Current Listed Owner	Status	Comments
SEATTLE SUPERSONICS AND DESIGN (14, 16, 25, 28, 41)		Canada (Oslar Hoskin)	624,720 2/6/89	TMA446,303 8/25/95	SSI, Inc.	Registered	8/25/10: Renewal due
SEATTLE SUPERSONICS AND DESIGN (24)		Canada (Oslar Hoskin)	706,355 6/4/92	TMA505,048 12/4/98	SSI, Inc.	Registered	6/4/07: Renewal due
SEATTLE SONICS AND DESIGN (9, 14, 18, 24, 25, 28, 41)		Canada (Oslar Hoskin)	774,504 2/3/95	TMA502,153 10/13/98	SSI, Inc.	Registered	2/3/10: Renewal due
S AND BALL DESIGN (9, 14, 18, 24, 25, 28, 41)		Canada (Oslar Hoskin)	774,505 2/3/95	TMA507,577 2/4/99	SSI, Inc.	Registered	2/3/10: Renewal due

**TRADEMARK STATUS REPORT
STATE TRADEMARK REGISTRATION**

**Owner: Full House Sports & Entertainment, Inc.
(AK Media Group, Inc.; Ackerley Media Group, Inc.)**

MARK (Class)	Logo	State	Serial No.	Reg. No. & Date	Current Listed Owner	Status	Comments
JAMMIN' HOOPS CAMP (25)	n/a	WA	023,779 3/9/95	023,779 3/9/95	Full House Sports & Entertainment, Inc.	Registered	3/9/01: Renewal due
JAMMIN' HOOPS CAMP (41)	n/a	WA	023,780 3/9/95	023,780 3/9/95	Full House Sports & Entertainment, Inc.	Registered	3/9/01: Renewal due

**TRADEMARK STATUS REPORT
STATE TRADEMARK REGISTRATION**

Owner: SSI, Inc. (Seattle Super Sonics, Inc.; SSI Sports, Inc.)

MARK (Class)	Logo	State	Serial No.	Reg. No. & Date	Current Listed Owner	Status	Comments
REIGNMAN (WA STATE)	n/a	WA	22,881 2/22/94	22,881 2/22/94	SSI, Inc.	Registered	2/22/00L Renewal due (Confirm if Renewal filed)

Schedule B
to
Trademark Security Agreement

Dated as of April 2, 2001

Licenses

The NBA Properties and its affiliates have the exclusive worldwide right to license for commercial and promotional purposes the use of the names, logos, game-action photos and footage, uniforms and other identification of the NBA and each member team.

The Borrower has authorized certain third-parties to use the Borrower's intellectual property for commercial and promotional purposes. A third-party's right to use the Borrower's intellectual property is subject to the NBA Governing Documents.