

05-31-2002



Form PTO-1594  
(Rev. 03/01)  
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TRADEMARKS

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

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

1. Name of conveying party(ies): 5-28-02

Charlotte Hornets NBA Limited Partnership

- Individual(s)
  - Association
  - General Partnership
  - Limited Partnership
  - Corporation-State
  - Other
- North Carolina

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Grant of Security Interest in Trademarks  
Execution Date: February 19, 2002

2. Name and address of receiving party(ies)

Name: Société Générale

Internal

Address:

Street Address: 1221 Avenue of the Americas

City: New York State: NY Zip: 10020

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

French Banking Corporation

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)

See attached list  
(Exhibit A)

B. Trademark Registration No.(s)

See attached list  
(Exhibit A)

Additional number(s) attached  Yes  No

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

Name: Christine F. Benton

Internal Address:

Clifford Chance Rogers & Wells LLP

Street Address: 200 Park Avenue

05/30/2002 6TON11 00000148 181843 2332271

01 FC:481

40.00 CH

02 FC:482

800.00 CH

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41).....\$840

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-1843

(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.

Christine F. Benton

Name of Person Signing

Signature

4/23/02

Date

Total number of pages including cover sheet, attachments, and document: 7

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

OFFICE OF COMMERCIAL RECORDS  
907 MAY 28 AM 10:18

FINANCE SECTION

## CHARLOTTE HORNETS NBA LIMITED PARTNERSHIP

### U.S. TRADEMARKS

<u>Mark</u>	<u>Class(es)</u>	<u>App. No.</u>	<u>Reg. No.</u>
BEE-MAIL and Design	42		2,332,271
CHARLOTTE and Design	25, 41		1,642,863
CHARLOTTE HORNETS	25		1,650,195
CHARLOTTE HORNETS	41		1,658,538
CHARLOTTE HORNETS and Design	35	76/147,502	
CHARLOTTE HORNETS and Design	38	76/147,501	
CHARLOTTE HORNETS and Design	42	76/147,500	
CHARLOTTE HORNETS and Design	9		2,353,316
CHARLOTTE HORNETS and Design	18		2,195,363
Design only	41		2,017,093
Design only	41		2,078,370
HONEYBEES	41		1,747,479
HONEYBEES	25		1,901,247
HONEYBEES (stylized)	41		1,748,950
HONEYBEES and Design	14, 16, 18, 25		1,962,270
HORNETS	41		1,649,730
HORNETS HARD BALL	41		2,183,499
HORNETS HARD BALL and Design	41		2,188,869
HORNETS HARD BALL and Design	41		2,202,512
HOW 'BOUT THEM BUGS?	41		1,911,860
HUGO	41		1,576,909
NEW ORLEANS HORNETS	42	78/104,929	
NEW ORLEANS HORNETS	38	78/104,925	

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### U.S. TRADEMARKS

<u>Mark</u>	<u>Class(es)</u>	<u>App. No.</u>	<u>Reg. No.</u>
NEW ORLEANS HORNETS	35	78/104,923	
NEW ORLEANS HORNETS	28	78/104,918	
NEW ORLEANS HORNETS	18	78/104,914	
NEW ORLEANS HORNETS	16	78/104,905	
NEW ORLEANS HORNETS	9	78/104,900	
NEW ORLEANS HORNETS	25	78/104,897	
NEW ORLEANS HORNETS	41	78/104,890	
STING	16		1,588,861
THE HIVE	25		2,127,565
THE HIVE	41		1,932,580

### CANADIAN TRADEMARKS

CHARLOTTE HORNETS & Design	20, 24		TMA0505025
CHARLOTTE HORNETS & Design	16, 25, 28, 41		TMA0407748

## GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of February 19, 2002 by and among CHARLOTTE HORNETS NBA LIMITED PARTNERSHIP, a North Carolina limited partnership having its principal place of business at 100 Hive Drive, Charlotte, North Carolina 28217 (hereinafter, the "Borrower"), various lenders party thereto (collectively, the "Lenders"), and SOCIÉTÉ GÉNÉRALE, a French banking corporation having its principal place of business in the United States at 1221 Avenue of the Americas, New York, NY 10020 (hereinafter, "SG"), under the terms of which the Borrower has assumed certain obligations to the Lenders and SG; and

WHEREAS, in order to secure the performance of the Borrower of said obligations, the Borrower has agreed to grant a security interest in its trademarks to SG, as collateral agent;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby conveys to SG, as collateral agent, a security interest in its entire right, title and interest in and to the trademarks listed on Schedule A hereto, and the goodwill of the Borrower's business associated with said trademarks.

Each of the provisions of this Grant of Security Interest in Trademarks shall be subject to the provisions of the NBA Consent Letter (as defined in the Credit Agreement), which the Borrower, SG and the Lenders have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, SG shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Grant of Security Interest in Trademarks except in accordance with and subject to the NBA Consent Letter.

NYB 1318418.2

