

07-02-2002



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

HOOPS L.P.

6-26-02

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

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

3. Nature of conveyance:

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

Execution Date: June 12, 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

B. Trademark Registration No.(s)

See attached list

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

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 3.41) \$ 715

- 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

Signature

June 19, 2002

Date

07/01/2002 DBYRNE 00000204 181843 74565000 Total number of pages including cover sheet, attachments, and document.

01 FC:481 02 FC:482

40.00 CH 675.00 CH

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

TRADEMARK REEL: 002536 FRAME: 0296

**TRADEMARKS/SERVICE MARKS  
IN THE NAME OF  
HOOPS L.P.**

<u>Mark</u>	<u>Application No.</u>
Design Only	74/565,009
G and Design	74/565,017
GRIZZLIES	74/530,473
MEMPHIS 01 02 INAUGURAL SEASON & Design	76/309,301
MEMPHIS 01 02 INAUGURAL SEASON & Design	76/309,300
MEMPHIS EXPRESS	76/229,581
MEMPHIS GRIZZLIES	78/069,916
MEMPHIS GRIZZLIES	78/069,911
VANCOUVER GRIZZLIES	74/551,729
VANCOUVER GRIZZLIES	74/551,307
VANCOUVER GRIZZLIES & Design	76/254,058
VANCOUVER GRIZZLIES & Design	76/230,585
VANCOUVER GRIZZLIES & Design	75/603,712
VANCOUVER GRIZZLIES & Design	74/565,023
VANCOUVER GRIZZLIES & Design	74/565,022

<u>Mark</u>	<u>Registration No.</u>
Design Only	2,411,618
Design Only	2,349,179
Design Only	2,413,326
Design Only	2,308,138
Design Only	2,339,432
G and Design	2,308,139
GRIZZLIES	2,100,590
VANCOUVER GRIZZLIES	2,523,744
VANCOUVER GRIZZLIES	2,538,720
VANCOUVER GRIZZLIES & Design	2,552,559
VANCOUVER GRIZZLIES & Design	2,195,663
VANCOUVER GRIZZLIES & Design	2,557,508
VANCOUVER GRIZZLIES & Design	2,566,358

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of June 12, 2002 by and among HOOPS L.P., a Delaware limited partnership having its principal place of business at 175 Toyota Plaza, Suite 150, Memphis, Tennessee 38103 (the "Grantor"), various lenders party thereto (collectively, the "Lenders"), and SOCIÉTÉ GÉNÉRALE, a French banking corporation having an address at 1221 Avenue of the Americas, New York, NY 10020 (the "Secured Party"), under the terms of which the Borrower has assumed certain obligations to the Lenders and the Secured Party; and

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Security Agreement dated as of June 12, 2002 (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined); and

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, all whether now or hereafter owned or licensable by Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Party of a security interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the grant of, security interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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 Grantor, the Secured Party and the Lenders have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, the Secured Party 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 1343652.5

**TRADEMARK**  
**REEL: 002536 FRAME: 0298**

IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Trademarks to be duly executed as of this 12 day of June, 2002.

HOOPS L.P.

By: Heisley Member, Inc.  
General Partner

By:

  
Name: S. MEADOWS  
Title: Asst. Sec'y

GRANT OF SECURITY INTEREST IN TRADEMARKS

TRADEMARK  
REEL: 002536 FRAME: 0299

STATE OF )  
 ) ss.:  
COUNTY OF )

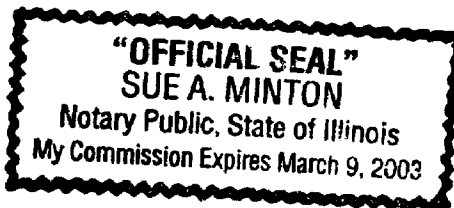
BEFORE ME, on this day personally appeared STANLEY MEADOWS, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Hoops L.P., and that such person executed the same as the act of said limited partnership for the purpose and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this 12<sup>th</sup> day of June, 2002



Notary Public in and for the State of \_\_\_\_\_

Commission expires: \_\_\_\_\_



GRANT OF SECURITY INTEREST IN TRADEMARKS