



01-27-2003



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TRADEMARKS ONLY

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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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):

Banner Seventeen, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
Delaware
- 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: December 31, 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

72440648

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

Name: Christine F. Benton

~~NEW YORK~~ Clifford Chance US LLP

Street Address: 200 Park Avenue

City: New York State: NY Zip: 10166

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 3.41):

\$ 740

- 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

1/7/03

Date

12

Total number of pages including cover sheet, attachments, and document.

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

TRADEMARK
REEL: 002658 FRAME: 0233

01/24/2003 TDIQZ1 00000117 181843 72440648

01 FC:8321 40.00 CH
02 FC:8322 700.00 CH

U.S. TRADEMARKS IN THE NAME OF BANNER SEVENTEEN, LLC

Mark: BOSTON CELTICS

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1525	United States	6, 16, 18, 25, 28, 41	Celtics Basketball L.P.	72/440648	11/8/72	1003131	1/28/75		No

Mark: BOSTON CELTICS and Design

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2808	United States	25, 41	Celtics Basketball L.P.	74/301220	8/3/92	1806185	11/23/93		No
12397	United States	28	Celtics Basketball L.P.	74/715752	8/15/95	2,001,168	9/17/96		No
12414	United States	16	Celtics Basketball L.P.	74/715753	8/15/95	2,001,69	9/17/96		No
21319	United States	18	Celtics Basketball L.P.	75/325386	7/16/97	2195362	10/13/98		No
26053	United States	9	Celtics Basketball L.P.	75/574741	10/21/98	2325752	3/7/00		No
28789	United States	38	Celtics Basketball L.P.	76/147511	10/4/00	2503956	11/6/01		Yes
28791	United States	42	Celtics Basketball L.P.	76/147509	10/4/00	2593912	7/16/02		Yes
28796	United States	35	Celtics Basketball L.P.	76/147510	10/4/00	2606814	8/13/02		Yes

Mark: CELTICS

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1524	United State	41	Celtics Basketball L.P.	72/440595	11/8/72	970431	10/9/73		No

Mark: CELTICS and Design

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
23950	United States	28	Celtics Basketball L.P.	75/511160	6/30/98	2441327	4/3/01	4/20/99	Yes

Mark: CELTICS and Shamrock Design

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
25761	United States	9	Celtics Basketball L.P.	75/602072	12/9/98			3/7/00	No
25763	United States	16	Celtics Basketball L.P.	75/602057	12/9/98	2643241	10/29/02	12/7/99	No
25765	United States	25	Celtics Basketball L.P.	75/602066	12/9/98	2540918	2/19/02	11/23/99	Yes
25766	United States	28	Celtics Basketball L.P.	75/602073	12/9/98	2525562	1/1/02	11/30/99	No

25767	United States	41	Celtics Basketball L.P.	75/603410	12/9/98	2532515	1/22/02	11/30/99	No
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Mark: GET PUMPED

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
22140	United States	16	Celtics Basketball L.P.	75/389293	11/13/97	2278441	9/14/99	11/17/98	Yes
22141	United States	25	Celtics Basketball L.P.	75/389290	11/13/97	2265646	7/27/99	11/24/98	Yes
22142	United States	41	Celtics Basketball L.P.	75/389291	11/13/97	2279966	9/21/99	21/1/98	Yes
	United States	9	Celtics Basketball L.P.	75/389292	11/13/97	2309752	1/18/00	12/15/98	Yes

Mark: GET PUMPED LEPRECHAUN DESIGN

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
22323	United States	16	Celtics Basketball L.P.	75/392745	11/19/97	2273018	8/24/99	9/29/98	Yes
22324	United States	9	Celtics Basketball L.P.	75/392654	11/19/97	2286418	10/12/99	12/1/98	Yes
22325	United States	25	Celtics Basketball L.P.	75/392878	11/19/97	2,271,150	8/17/99	9/22/98	Yes

22326	United States	41	Celtics Basketball L.P.	75/392652	11/19/97	2286417	10/12/99	9/22/98	Yes
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Mark: Leprechaun Design

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1526	United States	6, 16, 18, 25, 28, 41	Celtics Basketball L.P.	72/ 440534	11/8/72	995738	10/15/74		No
22327	United States	25	Celtics Basketball L.P.	75/392653	11/19/97	2193895	10/6/98		No

Mark: NEW YORK CELTICS

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4854	United States	25	Celtics Basketball L.P.	74/418447	7/27/93	2101740	9/30/97	1/3/95	Yes

Mark: ORIGINAL CELTICS

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
3386	United States	25	Celtics Basketball L.P.	74/322756	10/16/92	2065322	5/27/97	2/8/94	Yes

Mark: THE CELTICS FAST BREAK

ID	Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
23006	United States	16, 35	Celtics Basketball L.P.	75/448419	3/11/98			3/2/99	Yes

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, a Credit Agreement (the "Credit Agreement") was entered into as of December 31, 2002 by and among BANNER SEVENTEEN, LLC, a Delaware limited liability company having its principal place of business at 151 Merrimac Street, Boston, MA 02114 (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 Grantor 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 December 31, 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 1(c) or 1(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 1(c) or 1(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 the 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.

NYA 579067.2

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IN WITNESS WHEREOF, the Grantor has duly executed or caused this Grant of Security Interest in Trademarks to be duly executed as of this 31 day of DECEMBER, 2002.

BANNER SEVENTEEN, LLC

By: BOSTON BASKETBALL PARTNERS, LLC,
its Managing Member

By: 
Name: Wycliffe Grousbeck
Title: Manager

GRANT OF SECURITY INTEREST IN TRADEMARKS

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STATE OF Massachusetts
COUNTY OF Suffolk) ss.:

BEFORE ME, on this day personally appeared Wynette Grouse, 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 Banner Seventeen, LLC, 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
31 day of December, 2002

Elizabeth Lead
Notary Public in and for the State of Massachusetts

Commission expires: June 5, 2009

GRANT OF SECURITY INTEREST IN TRADEMARKS

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Schedule 1 to GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark

Application or
Registration Date

Application Serial No. or
Registration No.

S-1

NYA 579067.2

RECORDED: 01/21/2003

**TRADEMARK
REEL: 002658 FRAME: 0242**