

04-21-2003



102426067

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies): 4-16-03
 The Los Angeles Lakers, Inc.

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

2. Name and address of receiving party(ies)

Name: Fleet National Bank
 Internal Address: Attention: Gregory R.D. Clark
 Street Address: 100 Federal Street
 City: Boston State: MA Zip: 02110

Individual(s) citizenship _____
 Association National banking association
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Notice of Security Interest in Trademarks

Execution Date: April 8, 2003

If assigned is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designation 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 Schedule A

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See attached Schedule A

Yes No

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

Name: Miriam J. Rovner, Senior Legal Assistant
 Internal Address: _____
 Street Address: Goodwin Procter LLP
Exchange Place
 City: Boston State: MA Zip: 02109-2881

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 440.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
07-1700
 (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.

Amanda K. Linn [Signature] April 16, 2003
 Name of Person signing Signature Date

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

01 FC:8621
 02 FC:8622
 LIBC/1718538.1
 CPI #1703/208

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

Schedule A

	Mark	Registration/ Serial No.	Registration/ Filing Date	International Class(es)
1	LOS ANGELES LAKERS [and design]	2,673,925	January 14, 2003	42
2	LOS ANGELES LAKERS [and design]	2,600,542	July 30, 2002	35
3	LOS ANGELES LAKERS [and design]	2,494,459	October 2, 2001	38
4	MPLS MINNEAPOLIS LAKERS [and design]	2,564,007	April 23, 2002	16
5	LOS ANGELES LAKERS [and design]	2,486,549	September 11, 2001	9
6	LOS ANGELES LAKERS [and design]	2,256,493	June 29, 1999	18
7	THE LAKE SHOW	2,041,671	March 4, 1997	41
8	LOS ANGELES LAKERS [and design]	1,982,704	June 25, 1996	16
9	LOS ANGELES LAKERS [and design]	1,982,709	June 25, 1996	28
10	L [and design]	78/090,421	October 26, 2001	28
11	L [and design]	78/090,429	October 26, 2001	41
12	LAKER GIRLS	78/141,255	July 3, 2002	25
13	L [and design]	78/089,814	October 23, 2001	16
14	L [and design]	78/089,810	October 23, 2001	9
15	L [and design]	78/089,823	October 23, 2001	18
16	L [and design]	78/090,407	October 26, 2001	25
17	MPLS. MINNEAPOLIS LAKERS [and design]	76/439,780	August 12, 2002	28

LIBC/1708560.3

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

This Trademark Notice of Security Interest dated April 8, 2003 is between THE LOS ANGELES LAKERS, INC., a California corporation, with its principal place of business at 555 N. Nash Street, El Segundo, CA 90245 (the "Company"), and FLEET NATIONAL BANK, a national banking association (the "Secured Party"), as Agent for the banks from time to time party to that certain Second Amended and Restated Credit Agreement, dated as of April 8, 2003, by and among the Company, the Banks and the Secured Party.

WHEREAS, the Company and the Secured Party have entered into an Amended and Restated Pledge and Security Agreement dated as of April 8, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Company, in order to secure the payment and performance in full and observance of all Obligations (as such term is defined in the Security Agreement) of the Company to the Secured Party and the Banks, has granted to the Secured Party, for the benefit of the Banks, a security interest in, among other things, all of the Company's intellectual property and rights thereto, whether now owned or hereafter acquired and all products and proceeds thereof, including but not limited to the Trademarks (as defined below); and

WHEREAS, the Company has adopted, used and is using, and is the owner of the trademarks and service marks set forth on Schedule A attached hereto, which trademarks and service marks are registered in the United States Patent and Trademark Office (or for which applications for such registration have been filed and are pending);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as security for the due and timely payment and performance of the Obligations, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Company has granted to the Secured Party, for the benefit of the Banks, a security interest in, among other things, the trademarks and service marks which are the subject of the registrations and applications for registration listed on Schedule A and all trademark registrations and trademark applications for registration whether now or hereafter owned by the Company (together, the "Trademarks"), and all goodwill

appurtenant to, associated with or symbolized by the Trademarks, all proceeds of the Trademarks (including but not limited to all royalties, license fees due, accrued or arising in connection with any of the foregoing, and all rights to enforce or sue and/or recover for any past, present or future infringement of any of the foregoing), all in accordance with the terms and conditions of the Security Agreement.

2. The Company and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by referenced as if fully set forth herein.

3. This instrument is made pursuant to the Security Agreement. The Company hereby expressly authorizes the Secured Party to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Company's rights or interests comprising or connected with the Trademarks have been registered or recorded.

[Signature pages to follow]

IN WITNESS WHEREOF, the Company has caused this Trademark Notice of Security

Interest to be duly executed by its officer thereunto duly authorized as of the 10th day of April, 2003.

COMPANY:

THE LOS ANGELES LAKERS, INC.

By: *Joseph B. McCormack*

Name: Joseph B. McCormack

Title: Senior Vice President - Finance

STATE OF CALIFORNIA

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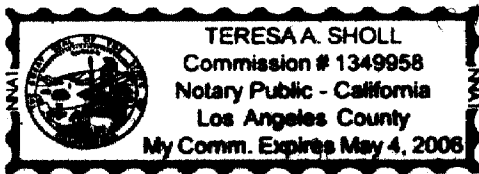
)

COUNTY OF LOS ANGELES

)

On this 10th day of April, 2003, before me appeared **Joseph B. McCormack** to me personally known, who, being by me duly sworn, did depose and say (i) that **he** is the **Senior Vice President - Finance** at The Los Angeles Lakers, Inc., a California corporation named in and which executed the foregoing instrument; (ii) that being duly authorized **he** did execute the foregoing instrument on behalf of The Los Angeles Lakers, Inc.; and (iii) that the foregoing instrument is the free and authorized act and deed of said corporation.

Notary Public *Teresa A. Sholl*
My commission expires: may 4, 2006
(Seal)



ACCEPTED AND ACKNOWLEDGED BY:

FLEET NATIONAL BANK

Gregory R.D. Clark
Name: Gregory R.D. Clark
Title: Group Manager

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

On this 8 day of April, 2003, before me appeared _____ to me personally known, who, being by me duly sworn, did depose and say that [he/she] is the _____ at Fleet National Bank, a national banking association named in and which executed the foregoing instrument; that being duly authorized [he/she] did execute the foregoing instrument on behalf of Fleet National Bank; and that the foregoing instrument is the free and authorized act and deed of said bank.

Notary Public *Brian J. Gaspar*
My commission expires:
(Seal)

BRIAN J. GASPAR
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 19, 2007

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