05-29-2003

5-29-03

FORM PTO-1594 (Rev. 03/01) — HEET — U.S. DEPARTMENT OF COMMERCE, Patent and Trademark Office

102459026

To the Honorable C... ...tached original document or certified copy thereof.

1. Name of conveying Party(ies):
Washington Sports & Entertainment Limited Partnership

[ ] Individual [ ] Association

[ ] General Partnership [X] Limited Partnership

[ ] Corporation- State - **Maryland**

[ ] Other

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

see Attachment A

2. Name and Address of receiving Party(ies):

Name: **Bank of America, N.A., as Collateral Agent**

Internal Address:

Street Address: **231 LaSalle Street**

City: **Chicago** State **Illinois** Zip Code **60697**

[ ] Individual(s) Citizenship

[ ] Association

[ ] General Partnership

[ ] Limited Partnership

[ ] Corporation-State

[X] Other **banking association**

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 [X] No

3. Nature of conveyance:

[ ] Assignment [ ] Merger

[X] Security Agreement [ ] Change of Name

[ ] Other

Execution Date: **May 5, 2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/521,804 74/257,179
75/511,764 75/233,572

B. Trademark Registration No.(s)
2,515,221 2,522,435 2,239,422
2,555,634 2,515,642 2,448,028
See attached Schedule A for list of additional reg. nos.

Additional sheet attached? [X] Yes [ ] No

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

Kathleen T. Gallagher-Duff, Esq.
Covington & Burling
1201 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Attorney Docket No. **026158.00101**

6. Total number of applications and registrations involved: **33**

7. Total fee (37 CFR 3.41).....$ **840.00**

[ ] Enclosed

[X] Authorized to be charged to deposit account

8. Deposit Account No.: **033412**

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.

Kathleen T. Gallagher-Duff — Name of Person Signing
Kathleen T. Gallagher-Duff — Signature
May 28, 2003 — Date

Attorney for Collateral Agent

Total number of pages including cover sheet, attachments, and document: **23**

05/30/2003 TDIAZ1 00000022 033412 75521804

01 FC:8521 40.00 CH
02 FC:8522 800.00 CH

ATTACHMENT A

Additional Conveying Parties:

D.C. Arena L.P., a District of Columbia limited partnership
Centre Group Limited Partnership, a Maryland limited partnership
Washington Sports & Entertainment, Inc., a District of Columbia corporation
AP Tickets Inc., a Maryland corporation
Ticketmaster Group Limited Partnership, a Maryland limited partnership
Capital Bullets Basketball Club, Inc., a Maryland limited partnership
Washington Bullets L.P., a District of Columbia limited partnership

SCHEDULE A

MARKS OWNED BY WASHINGTON BULLETS, L.P.

MARK	REGISTRATION/ APPLICATION NO.	STATUS
W WIZARDS and Design	2,515,221	Registered
W WIZARDS and Design	2,522,435	Registered
W WIZARDS and Design	2,555,634	Registered
BALTIMORE BULLETS and Design	75/521,804	Abandoned
BALTIMORE BULLETS and Design	75/511,764	Abandoned
W WIZARDS and Design	2,515,642	Registered
DC and Design	2,239,422	Registered
DC and Design	2,448,028	Registered
DC and Design	75/233,572	Abandoned
DC and Design	2,234,952	Registered
DC and Design	2,243,296	Registered
DC and Design	2,232,746	Registered
W WIZARDS and Design	2,255,878	Registered
W WIZARDS and Design	2,300,301	Registered
W WIZARDS and Design	2,267,554	Registered
W WIZARDS and Design	2,362,551	Registered
W WIZARDS and Design	2,237,374	Registered
WASHINGTON WIZARDS	2,219,219	Registered
WASHINGTON WIZARDS	2,196,203	Registered
WASHINGTON WIZARDS	2,253,912	Registered
WASHINGTON WIZARDS	2,522,872	Registered
WASHINGTON WIZARDS	2,265,231	Registered
BULLETS and Design	2,045,492	Registered
BULLETS and Design	2,051,996	Registered
BALTIMORE BULLETS	2,063,586	Registered
CAPITAL BULLETS	2,103,674	Registered
BALTIMORE BULLETS and Design	2,063,577	Registered

MARK	REGISTRATION/ APPLICATION NO.	STATUS
BULLETS and Design	1,795,358	Registered
HOOPS BULLETS and Design	74/257,179	Abandoned
BULLETS and Design	1,797,899	Registered
BULLETIN and Design	1,648,143	Cancelled
WASHINGTON BULLETS and Design	1,085,097	Registered
BULLETS	891,761	Registered

STATE TRADEMARK REGISTRATIONS

MARK	STATE	REGISTRATION NO.	STATUS
WIZARDS and Design	South Carolina	970522	Registered
SILVER BULLETS	Iowa	10136	Expired
BULLETS and Design	Virginia	3752	Registered
BULLETS	Virginia	3754	Registered

Execution Copy

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

among

WASHINGTON SPORTS & ENTERTAINMENT LIMITED PARTNERSHIP,

THE OTHER GRANTING PARTIES NAMED HEREIN,

and

BANK OF AMERICA, N.A.,

as Collateral Agent

Dated as of May 5, 2003

TO BE FILED IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

8X7381737DOC

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of May 5, 2003 (the "Trademark Security Agreement"), among Washington Sports & Entertainment Limited Partnership, a Maryland limited partnership ("WSELP"), each of the other Granting Parties (as hereinafter defined), and Bank of America, N.A., formerly known as NationsBank, N.A. ("Bank of America"), as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") under the Collateral Agency Agreement referred to below, for the benefit of the Secured Parties (as hereinafter defined).

W I T N E S S E T H :

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 19, 1995 (as amended, restated, supplemented or otherwise modified to the date hereof, the "Original Agreement"), among WSELP and each of the other loan parties from time to time party thereto (the "Original Loan Parties"), the banks from time to time party thereto, and Bank of America, as agent for such banks, the banks agreed to make loans to the Original Loan Parties to re-finance certain existing debt, to finance the construction and operation of the DC Arena (as defined in the Original Agreement) and for ongoing general working capital needs as specified therein; and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 8, 1999 (the "Amended and Restated Credit Agreement"), among the Original Loan Parties, the banks from time to time party thereto and Bank of America, as agent for such banks, the banks agreed to restructure the then-existing debt and to permit certain of the Original Loan Parties who were borrowers under the Original Agreement to become guarantors of the Obligations (as defined in the Credit Amendment) of the Borrowers pursuant to that certain Guaranty Agreement, dated as of July 8, 1999, among the guarantors party thereto and Bank of America, as agent for the Banks (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Amended and Restated Guaranty Agreement, of even date herewith, the "Guaranty Agreement"); and

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement, dated as of May 5, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower (as defined in the Credit Agreement), the other Loan Parties (as defined in the Credit Agreement), the banks from time to time party thereto (the "Banks") and Bank of America, as agent for the Banks (in such capacity, together with its successors and assigns, the "Agent"), the Banks and the Borrower have agreed to release Washington Bullets L.P., a District of Columbia limited partnership ("WBLP"), as a Loan Party and a Guarantor thereunder, to remove the Subordinated Lender (as defined herein) from the definition of a Secured Party (as defined in the Credit Agreement), to modify certain covenants and to otherwise modify certain terms of the Amended and Restated Credit Agreement; and

WHEREAS, as an accommodation to the Loan Parties (as defined in the Credit Agreement), the Banks have agreed to an arrangement whereby WBLP, a Loan Party and a Guarantor of the Obligations of the Borrowers under the Credit Agreement, will be released; and

WHEREAS, the Borrower (as defined in the Subordinated Debt Loan Agreement) desires to satisfy and discharge in full its outstanding obligations under that certain Amended and Restated Credit Agreement, dated as of July 8, 1999 (as amended, supplemented or otherwise modified from time to time, the "Subordinated Debt Loan Agreement"), among the loan parties party thereto and MCI WORLDCOM Network Services, Inc., as successor to MCI Telecommunications Corporation (MCI WORLDCOM Network Services, Inc. and, solely to the extent it extends loans on behalf of MCI WORLDCOM Network Services, Inc. pursuant to its guaranty of certain such lending obligations, MCI Communications Corporation, together with their respective successors and assigns, the "Subordinated Lender"); and

WHEREAS, in connection with the satisfaction of the outstanding obligations under the Subordinated Debt Loan Agreement, the Subordinated Lender has agreed to terminate the Subordinated Debt Financing Documents (as defined in the Credit Agreement) and to terminate and release all Liens (as defined in the Credit Agreement) in respect of the Subordinated Debt (as defined in the Credit Agreement); and

WHEREAS, pursuant to the Second Amended and Restated Collateral Agency Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement"), among the Agent (on behalf of itself and the Banks) and the Collateral Agent, each of the Granting Parties (as hereinafter defined) and the Pledgors (as defined in the Pledge Agreement), Bank of America has been re-appointed to act as Collateral Agent hereunder on behalf of itself, the Agent and the Banks; and

WHEREAS, pursuant to that certain Second Amended and Restated Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among WSELP, the other granting parties named therein and Bank of America as collateral agent, the Granting Parties have reaffirmed the grant of certain security interests in the Collateral to the Secured Parties; and

WHEREAS, pursuant to that certain Trademark Security Agreement dated December 19, 1995 (as amended to the date hereof, the "Original Trademark Security Agreement"), among WSELP, the other granting parties named therein and Bank of America as collateral agent, the Granting Parties have granted certain security interests in the Trademarks (as hereinafter defined) to the Secured Parties; and

WHEREAS, pursuant to that certain Amended and Restated Trademark Security Agreement dated as of July 8, 1999 (as amended to the date hereof, the "Amended Trademark Security Agreement"), the Secured Parties agreed to release certain Granting Parties, to exclude certain interests from the Collateral, and to amend and restate the terms of the Original Trademark Security Agreement; and

WHEREAS, as an accommodation to the Loan Parties (as defined in the Credit Agreeement), the Secured Parties have agreed to release from the Amended Trademark Security Agreement WBLP as a Grantor, to amend and restate the terms of the Amended Trademark

Security Agreement, and to reaffirm the assignment, pledge and transfer of the security interest and Lien (other than the Lien covering WBLP's assets) granted in the Amended Trademark Security Agreement; and

WHEREAS, it is a condition precedent to (i) the release from the Security Agreement and Trademark Security Agreement by the Secured Parties of WBLP as a Grantor, and all Trademarks owned by WBLP, including the Trademarks listed on Schedule A to the Termination and Release of Security Interest in Trademarks, dated as of the date hereof (the "WBLP Trademarks"), (ii) the exclusion of the assets of WBLP from the Collateral, (iii) the release of WBLP as a Guarantor and as a Loan Party under the Credit Agreement, and (iv) the effectiveness of the Credit Agreement, that each of the parties hereto shall have executed and delivered this Trademark Security Agreement.

NOW, THEREFORE, the Amended Trademark Security Agreement is hereby amended and restated in its entirety to read as follows:

1. Defined Terms and Rule of Construction.

(a) As used herein, capitalized terms defined in the Security Agreement (including through incorporation by reference to the Credit Agreement) and not otherwise defined herein are used herein as so defined.

(b) The rules of interpretation specified in Sections 1.2 and 1.3 of the Credit Agreement shall be applicable to this Agreement.

2. Grant of Security Interest.

(a) As security for the prompt and complete payment and performance in full of all the Secured Obligations, each Granting Party hereby assigns, pledges and transfers to the Collateral Agent for the benefit of the Secured Parties and grants to the Collateral Agent for the benefit of the Secured Parties a first priority security interest in and continuing Lien on all of its right, title and interest in, to and under the Trademarks whether now owned or existing or hereafter acquired or arising, and wherever located.

(b) For purposes of this Agreement, "Trademarks" shall mean all of the right, title, and interest of each Granting Party in and to all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, designs and general intangibles of a like nature; all federal and state registrations and applications for any of the foregoing including, but not limited to, the United States federal and state Trademark registrations and applications referred to in Schedule A hereto; all extensions or renewals of any of the foregoing; all of the goodwill of the business connected with the use of and symbolized by the foregoing; all rights and priorities afforded under any international treaty, convention, or the like; the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill; and all proceeds of the foregoing, including, without limitation, license royalties, income, payments, claims, damages, and proceeds of suit.

(c) Schedule A hereto contains a true and accurate list of all of the United States federal and state Trademark registrations and applications of each of the Granting Parties.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Collateral Agent under the Security Agreement. The rights and remedies of the Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents and those which are now or hereafter available to the Collateral Agent as a matter of law or equity. Each right, power, and remedy of the Collateral Agent provided for herein, in the Security Agreement, in the other Loan Documents or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power, or remedy provided for herein, and the exercise by the Collateral Agent of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, in the other Loan Documents or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any Person, including the Collateral Agent, of any or all other rights, powers or remedies.

3. Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, each Granting Party hereby authorizes the Collateral Agent, upon notice to WSELP, to modify this Agreement in the name of and on behalf of the Granting Parties without obtaining the signature of such Granting Parties for such modification, to the extent that such modification constitutes an amendment of Schedule A to add any right, title, or interest in any Trademark owned or subsequently acquired by any Granting Party and the Granting Parties additionally agree to execute any additional agreement or amendment hereto as may be required by the Collateral Agent from time to time to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

4. Governing Law.

(a) **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OR ANY SUCCESSOR PROVISION THERETO) EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE LIEN AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.**

(b) **TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND ANY ACTION FOR ENFORCEMENT OF ANY JUDGMENT IN RESPECT HEREOF MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR**

OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH GRANTING PARTY HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND APPELLATE COURTS FROM ANY THEREOF. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTING PARTY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE GRANTING PARTY AT ITS ADDRESS REFERRED TO IN SECTION 8.3 OF THE SECURITY AGREEMENT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH GRANTING PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED IN ANY OTHER JURISDICTION.

5. Waiver of Trial by Jury. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY MATTER ARISING HEREUNDER.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Granting Parties, the Collateral Agent, the Secured Parties, all future holders of the Secured Obligations and their respective successors and assigns, except that no Granting Party may assign or transfer any of its rights or obligations under this Agreement except to a successor or assignee of its rights under the Security Agreement pursuant to the terms thereof.

7. Termination; Release. When the Secured Obligations have been paid and performed in full and after termination of the Commitments, this Agreement shall terminate, and the Collateral Agent, at the request and sole expense of the Granting Parties, will execute and deliver to the Granting Parties the proper instruments acknowledging the termination of this Agreement, including all documents necessary to remove the Lien as recorded in the U.S. Patent and Trademark Office, and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Trademarks not theretofore disposed of, applied or released from the security interest created hereby and under the Security Agreement; provided, however, that no such release shall occur if the Secured Obligations have not been indefeasibly paid in full and the Collateral Agent does not consent to such release (which consent shall not be unreasonably withheld); and provided, further, that the Lien shall be reinstated if at any time any payment to a Secured Party is rescinded or must otherwise be returned as provided in Section 8 hereof.

8. Reinstatement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Collateral Agent or any Secured Party hereunder or pursuant hereto is rescinded or must otherwise be restored or returned by the Collateral Agent or such Secured Party, as the case may be, upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Granting Party or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Granting Party or any substantial part of their respective assets, or upon the entry of an order by a bankruptcy court avoiding the payment of such amount, or otherwise, all as though such payments had not been made.

9. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

10. Authority of Collateral Agent. The Granting Parties acknowledge that the rights and responsibilities of the Collateral Agent under this Agreement with respect to any action taken by the Collateral Agent or the exercise or non-exercise by the Collateral Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Collateral Agent and the Secured Parties, be governed by the Collateral Agency Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Collateral Agent and the Granting Parties, the Collateral Agent shall be conclusively presumed to be acting as collateral agent for the Secured Parties with full and valid authority so to act or refrain from acting, and the Granting Parties shall not be under any obligation, or entitlement, to make any inquiry respecting such authority.

11. NBA Consent Letter. Each of the provisions of this Agreement shall be subject to the provisions of the NBA Consent Letter, which the Granting Parties, the Collateral Agent and the Secured Parties have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, neither the Collateral Agent nor any Secured Party (whether acting through the Collateral Agent or otherwise) shall exercise, enforce or attempt to exercise or enforce any of its rights or remedies hereunder except in accordance with and subject to the NBA Consent Letter.

12. Continuation of Liens. The Liens and security interests granted pursuant to the Amended Trademark Security Agreement shall continue, from the date of such grant, in full force and effect, and without interruption, and nothing in this Agreement is intended or shall be construed to restart the grant of the Liens and security interests or to interrupt the continuous perfection of the Liens and security interests; provided, however, that WBLP is released as a Grantor under the Security Agreement and this Trademark Security Agreement and the WBLP Trademarks are released from the Security Agreement and this Trademark Security Agreement, effective as of the date hereof.

13. No Other Writing. This writing is intended by each the parties hereto as the final expression of this Agreement and is also intended as a complete and exclusive statement of the terms of their agreement with respect to the matters covered hereby. No course of dealing, course of performance or trade usage, and no parol evidence of any nature, shall be used to

supplement or modify any terms of this Agreement. There are no conditions to the full effectiveness of this Agreement.

14. Subordinated Lender. The parties to this Trademark Security Agreement hereby acknowledge and agree that the Subordinated Lender shall no longer constitute a Secured Party under this Trademark Security Agreement, effective as of the date hereof.

15. WBLP. The parties to this Trademark Security Agreement hereby acknowledge and agree that WBLP shall no longer constitute a Grantor under this Trademark Security Agreement, effective as of the date hereof.

[End of text signature pages follow]

TRADEMARK
REEL: 002740 FRAME: 0134

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

WASHINGTON SPORTS & ENTERTAINMENT LIMITED PARTNERSHIP

By: Abe Pollin Sports, Inc., as General Partner

By: Peter J. Biché
Name: Peter J. Biché
Title: Vice President

DC ARENA L.P.

By: Washington Sports & Entertainment, Inc., as General Partner

By: Peter J. Biché
Name: Peter J. Biché
Title: Executive Vice President and Chief Financial Officer

CENTRE GROUP LIMITED PARTNERSHIP

By: Washington Sports & Entertainment, Inc., as General Partner

By: Peter J. Biché
Name: Peter J. Biché
Title: Executive Vice President and Chief Financial Officer

[Signatures continued on the following page]

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

WASHINGTON SPORTS & ENTERTAINMENT, INC.

By: _____
Name: Peter J. Bicne
Title: Executive Vice President and Chief Financial Officer

AP TICKETS, INC.

By: _____
Name: Peter J. Bicne
Title: Executive Vice President and Chief Financial Officer

TICKETMASTER GROUP LIMITED PARTNERSHIP

By: AP Tickets, Inc., as General Partner

By: _____
Name: Peter J. Bicne
Title: Executive Vice President and Chief Financial Officer

CAPITAL BULLETS BASKETBALL CLUB, INC.

By: _____
Name: Abe Pollin
Title: President

[Signatures continued on the following page]

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

BANK OF AMERICA, N.A., as Collateral Agent

By: Barbara P. Levy
Name:
Title: **BARBARA P. LEVY**
SENIOR VICE PRESIDENT

Solely for the purposes of Section 3 of the Amended Trademark Security Agreement

WASHINGTON BULLETS L.P.

By: Washington Sports & Entertainment, Inc., as General Partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

Solely for the purposes of Section 3 of the Amended Trademark Security Agreement

WASHINGTON BULLETS L.P.

By: Washington Sports & Entertainment, Inc., as General Partner

By: _____
Name: Peter J. Biene
Title: Executive Vice President and Chief Financial Officer

[SIGNATURE PAGE TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT]

~~STATE OF~~ _____) DISTRICT OF COLUMBIA
) ss:
~~COUNTY OF~~ _____)

On April, 30, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared PETER BICHE, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Vice President of Abe Pollin Sports, Inc., as general partner, on behalf of WASHINGTON SPORTS & ENTERTAINMENT LIMITED PARTNERSHIP, a Maryland limited partnership, the limited partnership therein named, and acknowledged to me that the limited partnership executed the within instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Cathy L. Smith
Notary Public

My Commission Expires:

4-30-06

~~STATE OF~~ _____) DISTRICT OF COLUMBIA
) ss:
CO~~UNTY OF~~ _____)

On April, 30, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared PETER BICHE, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President ~~Chief Financial Officer~~ of Washington Sports & Entertainment, Inc., as general partner, on behalf of DC ARENA L.P., a District of Columbia limited partnership, the limited partnership therein named, and acknowledged to me that the limited partnership executed the within instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Cathy L. Smith
Notary Public

My Commission Expires:

4-30-06

~~STATE OF~~ _____) DISTRICT OF COLUMBIA
) ss:
CO~~UNTY OF~~ _____)

On April, 30, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared PETER BICHE, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President ~~Chief Financial Officer~~ of Washington Sports & Entertainment, Inc., as general partner, on behalf of CENTRE GROUP LIMITED PARTNERSHIP, a Maryland limited partnership, the limited partnership therein named, and acknowledged to me that the limited partnership executed the within instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Cathy L Smith
Notary Public

My Commission Expires:

4-30-06

~~STATE OF~~ _____) DISTRICT OF
) ss: COLUMBIA
~~COUNTY OF~~ _____)

On April, 30, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared PETER BICHIE, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President ~~Chief Financial Officer~~ and on behalf of WASHINGTON SPORTS & ENTERTAINMENT, INC., a District of Columbia limited partnership, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Cathy L. Smith
Notary Public

My Commission Expires:

4-30-06

~~STATE OF~~ _____) DISTRICT OF
) ss: COLUMBIA
~~COUNTY OF~~ _____)

On April, 30, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared PETER BICHE, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President and CFO, on behalf of AP TICKETS, INC., a Maryland corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Cathy L Smith
Notary Public

My Commission Expires:
4-30-06

~~STATE~~ OF _____)
) ss:
~~COUNTY OF~~ _____) DISTRICT OF COLUMBIA

On April, 30, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared PETER BICHE, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the Executive Vice President and CFO of AP Tickets, Inc., as general partner, on behalf of TICKETMASTER GROUP LIMITED PARTNERSHIP, a Maryland limited partnership, the limited partnership therein named, and acknowledged to me that the limited partnership executed the within instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Cathy L. Smith
Notary Public

My Commission Expires:

4-30-06

~~STATE OF~~ _____) DISTRICT OF
) ss: COLUMBIA
C~~OUNTY OF~~ _____)

On April, 30, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared ABE POLLIN, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the President, on behalf of CAPITAL BULLETS BASKETBALL CLUB, Inc., a Maryland corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Cathy L Smith
Notary Public

My Commission Expires:

4-30-06

~~STATE OF~~ _____) DISTRICT OF
) ss: COLUMBIA
~~COUNTY OF~~ _____)

On April, 30, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared PETER BILITE, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the ~~Chief Financial Officer~~ Executive Vice President of Washington Sports & Entertainment, Inc., as general partner, on behalf of WASHINGTON BULLETS, L.P., a District of Columbia limited partnership, the limited partnership therein named, and acknowledged to me that the limited partnership executed the within instrument pursuant to its partnership agreement and other governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Cathy L Smith
Notary Public

My Commission Expires:
4-30-06

STATE OF MARYLAND)
) ss:
COUNTY OF ANNE ARUNDEL

On MAY, 1st, 2003 before me, the undersigned, a notary public in and for said state and county, personally appeared BARBARA P. LEVY, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the SENIOR VP, on behalf of BANK OF AMERICA, N.A., AS COLLATERAL AGENT, the party therein named, and acknowledged to me that the party executed the within instrument pursuant to its governing documents.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARIAL STAMP OR SEAL)

Jo Ann Bonn
Notary Public

My Commission Expires:
07.01.05

Jo Ann Bonn, Notary Public
Anne Arundel County
State of Maryland
My Commission Expires July 1, 2005

Schedule A to Trademark Security Agreement

None