

05-29-2003

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FORM PTO-1594

REC

U.S. DEPARTMENT OF COMMERCE

(Rev. 3/01)

Patent and Trademark Office



To the Honorable Commissioner

document or certified copy thereof.

102458807

1. Name of conveying Party(ies):  
**Bank of America, N.A., as Collateral Agent**

2. Name and Address of receiving Party(ies):  
Name: **Washington Bullets L.P.**

- Individual  Association
- General Partnership  Limited Partnership
- Corporation- State - \_\_\_\_\_
- Other **banking association**

Internal Address: **MCI Center**

Street Address: **601 F Street, N.W.**

City: **Washington** State **DC** Zip Code **20001**

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

- Individual(s) Citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership **District of Columbia**
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other **Termination and Release of Security Interest in Trademarks**

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

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** See attached Schedule A for  
**2,555,634 2,515,642 2,448,028** list of additional reg. nos.  
Additional sheet attached?  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**

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

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

- Enclosed
- Authorized to be charged to deposit account

Attorney Docket No. **026158.00101**

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

FC: 4521 40.00 CH  
FC: 5122 40.00 CH

DO NOT USE THIS SPACE

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 Gallagher-Duff*  
Signature

**May 30, 2003**  
Date

Attorney for Collateral Agent

Total number of pages including cover sheet, attachments, and document: **6**

**SCHEDULE A**

**MARKS OWNED BY WASHINGTON BULLETS, L.P.**

<b>MARK</b>	<b>REGISTRATION/ APPLICATION NO.</b>	<b>STATUS</b>
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

<b>MARK</b>	<b>REGISTRATION/ APPLICATION NO.</b>	<b>STATUS</b>
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**

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

**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Security Interest in Trademarks is granted and conveyed as of this 5th day of May, 2003, by Bank of America, N.A. ("Bank of America"), formerly NationsBank, N.A., as Collateral Agent, in favor of Washington Bullets L.P., a District of Columbia limited partnership ("WBLP").

WHEREAS, pursuant to a certain Amended And Restated Trademark Security Agreement, dated as of July 8, 1999 ("Trademark Security Agreement"), WBLP granted Bank of America, as Collateral Agent, a security interest in certain trademarks, including the trademark registrations and applications listed on Schedule A attached hereto ("Trademarks"), and recorded such security interest with the United States Patent and Trademark Office on July 23, 1999 at Reel 1935, Frame 0485;

WHEREAS, WBLP granted Bank of America, as Collateral Agent, such security interest to secure its obligations to Bank of America, as Collateral Agent, under a certain Amended and Restated Credit Agreement, dated as of July 8, 1999, as amended, restated, supplemented or otherwise modified from time to time ("Credit Agreement"), and other related loan documents, dated on even date therewith (collectively, with the Credit Agreement, the "Financing Agreements");

WHEREAS, WBLP is being released as a Granting Party under the Amended and Restated Trademark Security Agreement, dated as of July 8, 1999, among Washington Sports & Entertainment Limited Partnership, the other granting parties named therein and Bank of America, as Collateral Agent and is desirous of recording this instrument to confirm and evidence termination and release of the security interests of Bank of America, as Collateral Agent, in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacies of which the parties hereby acknowledge, Bank of America, as Collateral Agent, agrees as follows:

1. Bank of America, as Collateral Agent, together with its successors and assigns in such capacity, hereby terminates and releases all security interests in, to and under the Trademarks and all renewals and extensions thereof, all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringement thereof, and all rights corresponding thereto through the world, including all goodwill of the business connected with and symbolized by the Trademarks.
2. By this instrument, Bank of America, as Collateral Agent, authorizes and requests the appropriate government officials, whose duty it is to record security interests, to record this release and termination of security interest against each of the Trademarks.
3. Bank of America, as Collateral Agent, hereby covenants and agrees to execute and deliver such further and other releases, instruments, agreements and writings and do and perform, and cause to be done and performed, such further acts and things as may be necessary to give full effect to this Termination. Borrower shall pay all reasonable out-of-pocket

fees, costs and expenses of the Collateral Agent in connection with the negotiation, preparation, execution and delivery of such further and other releases, instruments, agreements and writings.

*[Signature follows]*

Bank of America, N.A., as Collateral Agent

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