

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America		12/31/2004	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Oregon Arena Corporation		
Street Address:	One Centre Court		
Internal Address:	Suite 200		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97227		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1978783	ROSE GARDEN	
Registration Number:	1974131	ROSE QUARTER	
Registration Number:	2071263		
Registration Number:	2076971		
CORRESPONDENCE DATA			
Fax Number:	(212)909-6836		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Judith L. Church, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Judith L. Church, Esq.		

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TRADEMARK
REEL: 003004 FRAME: 0843

Signature:	/Judith L. Church/
Date:	01/07/2005
Total Attachments: 4 source=Oregon-Term Page 1 of 4#page1.tif source=Oregon-Term Page 2 of 4#page1.tif source=Oregon-Term Page 3 of 4#page1.tif source=Oregon-Term Page 4 of 4#page1.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of December 31, 2004, from The Prudential Insurance Company of America, a New Jersey corporation with an office at Two Prudential Plaza, Suite 5600, 180 N. Stetson Street, Chicago, Illinois 60601, as collateral agent (the "Agent") for and representative of the Secured Parties as defined in the Amended and Restated Trademark and Service Mark Security Agreement (as hereinafter defined), to the Oregon Arena Corporation (also known as Oregon Arena) an Oregon corporation having a principal place of business at One Center Court, Suite 200, Portland, Oregon 97227 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Amended and Restated Trademark and Service Mark Security Agreement, dated as of November 18, 1995, among the Grantor and the Agent as representative of the Secured Parties (as amended, supplemented or otherwise modified from time to time, the "Amended Trademark Security Agreement").

WITNESSETH:

WHEREAS, pursuant to that certain Trademark and Service Mark License and Assignment, dated as of June 23, 1993, (the "Original Trademark Agreement"), as amended and restated by the Amended Trademark Security Agreement, made by the Grantor in favor of the Agent and the Secured Parties, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Marks, Registrations, Rights and Associated Goodwill (as hereinafter defined); and

WHEREAS, the Amended Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 14, 1997 at Reel 1657, Frame 0644; and

WHEREAS, a financing statement (number R61359) describing the Collateral of the Amended Trademark Security Agreement, including the Marks, Registrations, Rights and Associated Goodwill, was recorded in the office of the Secretary of State of the State of Oregon on June 24, 1993 at Reel 8852507, with Amendments recorded on April 17, 1996, April 19, 1996, May 7, 1998 and January 17, 2003; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Marks, Registrations, Rights and Associated Goodwill;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Marks, Registrations, Rights and Associated Goodwill pursuant to the Amended Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and

upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

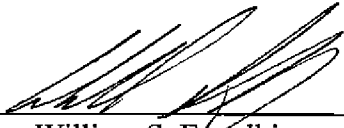
1. Marks: The term "Marks," as used herein, shall mean all of the Grantor's right, title and interest in and to all of the Grantor's trademarks, trademark applications for registration and registrations, service marks, service mark applications for registration and registrations, logos, designs, indicia, telephone numbers relating to the Project, trade names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications and registrations pertaining thereto, proprietary information, licenses, copyrights, patents, trade secrets, inventions and other physical manifestations related thereto and mailing lists, together with all reissues, renewals, improvements and extensions thereof, and all of Grantor's right, title and interest in and to all Marks; and all registrations and applications which may hereafter be issued or applied for in the United States, any state thereof, and in any foreign countries including, without limitation, each trademark registration made in the United States Patent and Trademark Office and the office of the Secretary of State of the State of Oregon, identified in Schedule I attached hereto and made a part hereof; (the "Registrations"), and common law and other rights in and to the Marks including without limitation all rights of action on account of past, present and future infringement of any of the items listed above, and license rights in the United States, any state thereof, and in foreign countries (the "Rights"); along with the goodwill of the business symbolized by the Marks and associated therewith, including without limitation the documents and things described in Section 1(b) of the Amended Trademark Security Agreement (the "Associated Goodwill"), and all proceeds of Grantor's Marks, Registrations, Associated Goodwill and Rights.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Marks, Registrations, Rights and Associated Goodwill and any right, title or interest of the Agent in such Marks, Registrations, Rights and Associated Goodwill shall hereby cease and become void.

3. Further Assurances: The Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions necessary or reasonably desirable for the release of such Security Interest.


IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

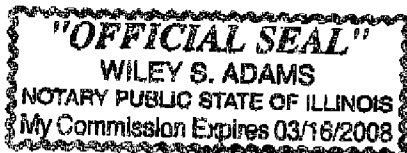
THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,
as Agent

By:  ^{WRA}
Name: William S. Engelking
Title: Vice President

STATE OF ILLINOIS)
) ss.
County of COOK)

This instrument was acknowledged before me on December 31, 2004,
by William S. Engelking, Vice President of THE
PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey insurance
company, on its behalf.


Notary Public for Illinois
My commission expires 3/16/2008



SCHEDULE I

Trademark Registrations

1. Federal Registrations:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ROSE GARDEN	1,978,783	6/4/1996
ROSE QUARTER	1,974,131	5/14/1996
ROSE GARDEN Logo	2,071,263	6/17/1997
ROSE QUARTER Logo	2,076,971	7/8/1997

2. Oregon State Registrations:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
THEATER OF THE CLOUDS	S33,491	6/8/1999
ROSE QUARTER	S30,066	12/18/1995
ROSE GARDEN	S30,065	12/18/1995