

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oregon Arena Corporation		12/31/2004	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Portland Arena Management LLC		
Street Address:	One Centre Court		
Internal Address:	Suite 150		
City:	Portland		
State/Country:	OREGON		
Postal Code:	97227		
Entity Type:	limited liability company: DELAWARE		
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.		

CH \$115.00 1978783

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

ASSIGNMENT OF UNITED STATES AND OREGON STATE MARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), made as of December 31st, 2004 by 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 "Assignor"), to Portland Arena Management LLC, a Delaware limited liability company having a principal place of business at One Center Court, Suite 200, Portland, Oregon 97227 (the "Assignee").

WHEREAS, Assignor has adopted, used and is using the trademarks and service marks set forth on Schedule I hereto and incorporated by reference herein, which are registered in the United States Patent and Trademark Office or in the office of the Secretary of State of the State of Oregon, and other marks, including but not limited to those set forth on Schedule I (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, pursuant to the Order Confirming Debtor's Fourth Amended Plan of Reorganization, dated October 27, 2004, entered on November 8, 2004, Assignor and Assignee agree as follows:

Assignor does hereby transfer and assign to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of liens or encumbrances of any kind, all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention, and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

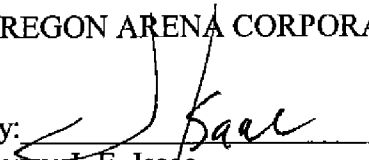
At any time after the date of this Assignment, Assignor hereby agrees that Assignor shall and shall cause its affiliates and related parties to, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as shall be necessary, or otherwise reasonably be requested by Assignee, to confirm and assure the rights and obligations provided for in

this Assignment and render effective the consummation of the transactions contemplated hereby, or otherwise to carry out the intent and purposes of this Assignment.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of Oregon without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first written above.

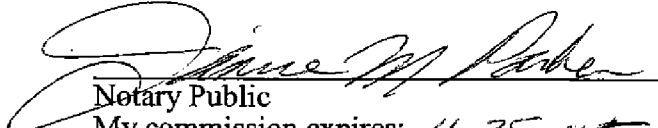
OREGON ARENA CORPORATION

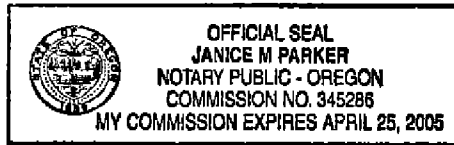
By: 
Name: J. E. Isaac
Title: President

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me 12-31, 2004, by
J. E. ISAAC, PRESIDENT
of OREGON AVENA CORPORATION, an OREGON
corporation, on its behalf.


Notary Public
My commission expires: 4-25-05
Commission No.: 345286



SCHEDULE I

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