

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harlem Globetrotters International, Inc.		09/27/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as First Lien and Second Lien Collateral Agent
Street Address:	222 North LaSalle Street, 16 Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	78682686	GLOBIE
Serial Number:	78682697	GLOBIE
Serial Number:	78682694	GLOBIE
Serial Number:	78682700	GLOBIE
Registration Number:	0542473	GLOBETROTTERS
Serial Number:	76432586	HARLEM GLOBETROTTERS
Registration Number:	2374778	HARLEM GLOBETROTTERS
Registration Number:	0542474	HARLEM GLOBETROTTERS
Serial Number:	76432587	HARLEM GLOBETROTTERS
Serial Number:	76976595	HARLEM GLOBETROTTERS
Registration Number:	2052581	HARLEM GLOBETROTTERS
Registration Number:	1269464	MAGIC CIRCLE
Registration Number:	0662372	MAGICIANS OF BASKETBALL

OP \$415.00 78682686

Registration Number:	1700895	
Registration Number:	2193275	AMBASSADORS OF GOODWILL
Registration Number:	2183611	GOODWILL AMBASSADORS

CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson
Address Line 1: 55 E. Monroe St., Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	5125.112
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	10/20/2005

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of September, 2005, by HARLEM GLOBETROTTERS INTERNATIONAL, INC., a Nevada corporation ("Grantor"), in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its respective capacities as "First Lien Collateral Agent" and "Second Lien Collateral Agent" for the Lenders party to the Loan Agreement (defined below) (collectively, "Grantee"):

WITNESSETH

WHEREAS, Grantor, its sole shareholder, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. as agent, and the leaders party thereto (the "Lenders") are parties to a certain Loan Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, its sole shareholder and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee (in its respective capacities as "First Lien Collateral Agent" and "Second Lien Collateral Agent"), for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee (in its respective capacities as "First Lien Collateral Agent" and "Second Lien Collateral Agent"), for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

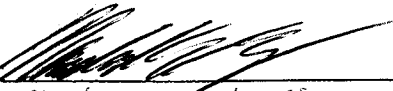
(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. As between Grantor and Grantee, it is expressly understood and agreed that the security interests and liens granted herein for the benefit of Grantee shall be subject to the intercreditor and subordination terms of the Loan Agreement, including without limitation, all provisions of Section 8 of such Loan Agreement and all such terms are incorporated by reference herein *mutatis mutandi* as if originally set forth herein.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HARLEM GLOBETROTTERS
INTERNATIONAL, INC.**

By 
Its Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

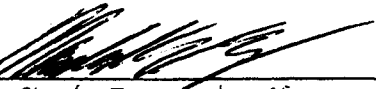
MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business Financial
Services Inc., as First Lien Collateral Agent and
Second Lien Collateral Agent

By _____
Its _____

Trademark Security Agreement

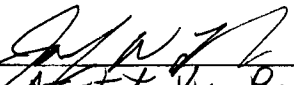
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HARLEM GLOBETROTTERS
INTERNATIONAL, INC.**

By 
Its Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business Financial
Services Inc., as First Lien Collateral Agent and
Second Lien Collateral Agent

By 
Its Assistant Vice President

Trademark Security Agreement

TRADEMARK
REEL: 003178 FRAME: 0924

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARKS:

COUNTRY	MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
Argentina	HARLEM GLOBETROTTERS	1,464,809	8/31/93		
Argentina	HARLEM GLOBETROTTERS and Design	1748435	9/10/87	2101459	
Australia	HARLEM GLOBETROTTERS	326773	2/1/79		
Australia	HARLEM GLOBETROTTERS (Walking Man Logo)	446092	5/29/86		
Australia	HARLEM GLOBETROTTERS and Design (Hand & Ball)	502871	5/8/91	502871	1/12/89
Australia	MAGIC CIRCLE	323402	10/25/78		
Australia	MAGIC CIRCLE	329661	3/5/79		
Austria	HARLEM GLOBETROTTERS and Design (Hand and Ball)	143534	8/25/92	4385/91	9/12/91
Austria	HARLEM GLOBETROTTERS and Design (Walking Man)	114,355	10/27/86	1740/86	6/3/86
Benelux	HARLEM GLOBETROTTERS	478,569	1/3/91	742597	3/6/90
Benelux	HARLEM GLOBETROTTERS (Walking Man Logo)	153,305	11/18/87	697568	5/13/86
Brazil	HARLEM GLOBETROTTERS	006154670	11/10/85		
Brazil	HARLEM GLOBETROTTERS and Design (Walking Man)	812631846	1/3/89		
Canada	HARLEM GLOBETROTTERS Classes 9,14,16,18,21,24,25, 28,42			1147757	7/24/02
Canada	HARLEM GLOBETROTTERS	226,393	3/3/78	405,219	12/13/76

COUNTRY	MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
Canada	HARLEM GLOBETROTTERS and Design (Hand and Ball)			1147758	7/24/02
Canada	HARLEM GLOBETROTTERS and Design (Hand and Ball) Classes 18,25,41			1147758	7/24/02
Canada	HARLEM GLOBETROTTERS and Design (Walking man)	TMA359,223	8/4/89	0573774	11/28/86
China	HARLEM GLOBETROTTERS Class 18	3256623	4/21/04	3256623	7/29/02
China	HARLEM GLOBETROTTERS Class 25	3256622	2/28/04	3256622	7/29/02
China	HARLEM				8/9/05
China	GLOBETROTTERS				8/9/05
China	HARLEM AMBASSADORS				8/9/05
China	HARLEM WIZARDS				8/9/05
China	HARLEM GLOBETROTTERS and Design (Hand and Ball) Class 18	3256621	4/7/04	3256621	7/29/02
China	HARLEM GLOBETROTTERS and Design (Hand and Ball) Class 25	3256620	4/7/04	3256620	7/29/02
Denmark	HARLEM GLOBETROTTERS	3498/1987	10/16/87	3459/1986	3/29/86
European Union	HARLEM GLOBETROTTERS Classes 18,25,41	2783322	11/11/03	2783322	7/18/02
European Union	HARLEM GLOBETROTTERS and Design (Hand and Ball) Classes 18,25,41	2783314	12/15/03	2783314	7/18/02
France	HARLEM GLOBETROTTERS (Walking Man Logo)	1,356,978	5/30/86	798876	5/30/86

COUNTRY	MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
France	HG HARLEM GLOBETROTTERS (Globe Logo)	1,611,915	9/2/70	102,643	9/2/70
Germany	HARLEM GLOBETROTTERS (Logo)	1104860	4/13/87	1104860	5/30/86
Germany	HARLEM GLOBETROTTERS (Logo)	885,820	11/11/70	885,820	9/7/71
Italy	HARLEM GLOBETROTTERS	607106	10/29/93	25059 C/90	11/7/90
Italy	HARLEM GLOBETROTTERS and Design (Hand and Ball)	607105	10/29/93	25058 C/90	11/7/90
Italy	HARLEM GLOBETROTTERS and Design (Walking Man)	761645	12/14/98	20085/86C	6/11/86
Japan	HARLEM GLOBETROTTERS Classes 18,25	4720952	10/24/03	2002- 061205	7/22/02
Japan	HARLEM GLOBETROTTERS	1,777,896	6/25/85		
Japan	HARLEM GLOBETROTTERS and Design (Hand and Ball) Classes 18,25	4726463	11/14/03	2002- 062021	7/23/02
Mexico	HARLEM GLOBETROTTERS	768,797	11/19/02	490262	6/13/01
Mexico	HARLEM GLOBETROTTERS Class 18	789,396	04/30/03	559,897	8/8/02
Mexico	HARLEM GLOBETROTTERS Class 25	789,397	04/30/03	559,898	8/8/02
Mexico	HARLEM GLOBETROTTERS and Design (Hand and Ball)	405,485	6/12/91	115138	6/12/91
Mexico	HARLEM GLOBETROTTERS and Design (Hand and Ball) Class 18	787,553	04/23/03	558,661	7/31/02

COUNTRY	MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
Mexico	HARLEM GLOBETROTTERS and Design (Hand and Ball) Class 25	766,698	10/31/02	558,662	7/31/02
Mexico	HARLEM GLOBETROTTERS and Design (Walking Man)	399,497	9/23/91	105538	1/29/91
New Zealand	HARLEM GLOBETROTTERS and Design (Walking Man Logo)				
New Zealand	HG HARLEM GLOBETROTTERS				
New Zealand	HARLEM GLOBETROTTERS				
Panama	HARLEM GLOBETROTTERS Class 18	122354-01	7/31/02	122354-01	7/31/02
Panama	HARLEM GLOBETROTTERS Class 25	122355-01	7/31/02	122355-01	7/31/02
Panama	HARLEM GLOBETROTTERS and Design (Hand and Ball) Class 18	122356-01	7/31/02	122356-01	7/31/02
Panama	HARLEM GLOBETROTTERS and Design (Hand and Ball) Class 25	122357-01	7/31/02	122357-01	7/31/02
Papua New Guinea	DESIGN (Five Hands in a Circle)	A51101	5/15/80		
Papua New Guinea	HARLEM GLOBETROTTERS	A51103	5/15/80		
Papua New Guinea	MAGIC CIRCLE	A51100	5/15/80		
South Korea	HARLEM GLOBETROTTERS Class 25			40-2002- 33179	7/19/02
South Korea	HARLEM GLOBETROTTERS and Design (Hand and Ball) Class 25			40-2004- 33178	7/19/02

COUNTRY	MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
South Korea	HARLEM GLOBETROTTERS Class 18			40-2004- 0015876	4/8/04
South Korea	HARLEM GLOBETROTTERS and Design (Hand and Ball) Class 18			40-2002- 0015877	4/8/04
Spain	HARLEM GLOBETROTTERS and Design (Walking Man)	2206539	7/5/99	2206539	1/8/99
Sweden	DESIGN (Five Hands in a Circle)	182,012	6/24/82	81-4380	8/25/81
Sweden	HARLEM GLOBETROTTERS and Design (Walking Man)	204,790	2/27/87	A1007/198 6	11/28/86
Switzerland	HARLEM GLOBETROTTERS and Design (Walking Man)	350618	2/10/87	350618	7/31/86
Turkey	HARLEM GLOBETROTTERS Class 18,25	2002/18262	7/22/02	2002/1826 2	7/22/02
Turkey	HARLEM GLOBETROTTERS and Design (Hand and Ball) Classes 18,04	2002/18263	7/22/02	2002/1826 3	7/22/02
United Kingdom	HARLEM GLOBETROTTERS	2176749	9/8/98	2176749	9/8/98
United Kingdom	HARLEM GLOBETROTTERS (Walking Man Logo)	1268142	5/30/86	1268142	5/30/86
United Kingdom	HARLEM GLOBETROTTERS and Design (Hand and Ball)	1475285	9/4/91	1475285	5/30/86
United States	GLOBIE			78/682,686	8/1/05
United States	GLOBIE			78/682,697	8/1/05
United States	GLOBIE and Design (image of Mascot)			78/682,694	8/1/05
United States	GLOBE and Design (Image of Mascot)			78/682,700	8/1/05

COUNTRY	MARK	REG. NO.	REG. DATE	SERIAL NO.	FILING DATE
United States	GLOBETROTTERS	542,473	5/15/51	71/571,665	1/5/49
United States	HARLEM GLOBETROTTERS			76/432,586	7/22/02
United States	HARLEM GLOBETROTTERS	2,374,778	8/8/00	75/672,216	3/31/99
United States	HARLEM GLOBETROTTERS (Stylized)	542,474	5/15/51	71/571,666	1/5/49
United States	HARLEM GLOBETROTTERS and Design (Hand and Ball)			76/432,587	7/22/02
United States	HARLEM GLOBETROTTERS and Design (Hand and Ball)			76/976,595	7/22/02
United States	HARLEM GLOBETROTTERS and Design (Hand and Ball)	2,052,581	4/15/97	75/096,266	4/29/96
United States	MAGIC CIRCLE	1,269,464	3/6/84	73/381,405	8/23/82
United States	MAGICIAN OF BASKETBALL	662,372	5/27/58	72/020,966	12/12/56
United States	SWEET GEORGIA BROWN (Sensory Mark)	1,700,895	7/14/92	74,158,626	4/19/91
United States	AMBASSADORS OF GOODWILL	2,193,275	10/06/98	75/262,949	03/24/97
United States	GOODWILL AMBASSADORS	2,183,611	8/25/98	75/258,888	3/13/97