

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harlem Globetrotters International, Inc.		07/30/2010	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

Name:	City National Bank, as administrative agent
Street Address:	400 North Roxbury Drive
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	2193275	AMBASSADORS OF GOODWILL
Registration Number:	0542473	GLOBETROTTERS
Registration Number:	3191929	GLOBIE
Registration Number:	3219493	GLOBIE
Registration Number:	3210356	GLOBIE
Registration Number:	3306567	GLOBIE
Registration Number:	2183611	GOODWILL AMBASSADORS
Registration Number:	3352775	HARLEM GLOBETROTTERS
Registration Number:	2374778	HARLEM GLOBETROTTERS
Registration Number:	0542474	HARLEM GLOBETROTTERS
Registration Number:	3286735	HARLEM GLOBETROTTERS
Registration Number:	2052581	HARLEM GLOBETROTTERS
Registration Number:	1269464	MAGIC CIRCLE
Registration Number:	0662372	MAGICIANS OF BASKETBALL

CH \$390.00 2193275

Registration Number:

1700895

CORRESPONDENCE DATA

Fax Number: (202)739-3001

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-739-3000

Email: jennifer.evans@morganlewis.com

Correspondent Name: Morgan, Lewis & Bockius LLP

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:

018450-0051

NAME OF SUBMITTER:

Jennifer C. Evans

Signature:

/jennifer c. evans/

Date:

08/11/2010

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of July, 2010, by HARLEM GLOBETROTTERS INTERNATIONAL, INC., a Nevada corporation ("Grantor"), in favor of CITY NATIONAL BANK, as administrative agent for the Secured Parties (as defined below) (in such capacity, and together with any successor administrative agent hereunder, the "Grantee"):

### WITNESSETH

WHEREAS, Grantor, its sole shareholder, Grantee, City National Bank, as letter of credit issuer (in its capacity as such, and together with any successor letter of credit issuer hereunder, the "L/C Issuer"), and the lenders party thereto from time to time (the "Lenders") (the Lenders, Administrative Agent, the L/C Issuer and certain other Persons parties to Related Swap Contracts (collectively, the "Secured Parties")) are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders and the L/C Issuer; and

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, for the benefit of the Secured Parties, 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 Credit 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 Credit Agreement and Security Agreement. The Credit 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, for its benefit and the benefit of the other Secured Parties, 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.

**[Signature page follows]**

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

**HARLEM GLOBETROTTERS  
INTERNATIONAL, INC.**

By:   
Name: Michael K. Syracuse  
Title: Secretary, Treasurer and Chief Financial Officer

Agreed and Accepted  
As of the Date First Written Above

**CITY NATIONAL BANK,**  
as Administrative Agent

By: \_\_\_\_\_  
Name: Aaron Cohen  
Title: Senior Vice President

STATE OF Arizona

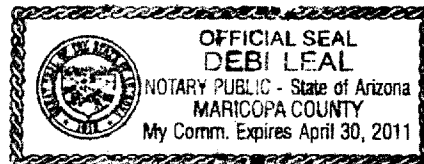
COUNTY OF Maricopa

On July 29, 2010, before me, Debi Leal, Notary Public, personally appeared Michael K. Syracuse who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Debi Leal [SEAL]



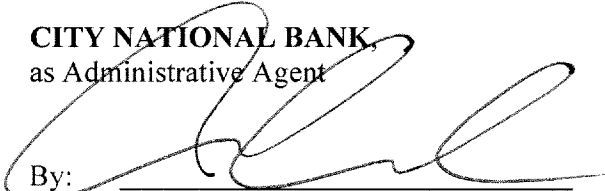
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**HARLEM GLOBETROTTERS  
INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: Michael K. Syracuse  
Title: Secretary, Treasurer and Chief Financial  
Officer

Agreed and Accepted  
As of the Date First Written Above

**CITY NATIONAL BANK**  
as Administrative Agent

By:   
Name: Aaron Cohen  
Title: Senior Vice President

## SCHEDULE 1

### TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
AMBASSADORS OF GOODWILL	2193275	10/6/1998
GLOBETROTTERS	0542473	5/15/1951
GLOBIE	3191929	1/2/2007
GLOBIE	3219493	3/20/2007
GLOBIE & DESIGN	3210356	2/20/2007
GLOBIE & DESIGN	3306567	10/9/2007
GOODWILL AMBASSADORS	2183611	8/25/1998
HARLEM GLOBETROTTERS	3352775	12/11/2007
HARLEM GLOBETROTTERS	2374778	8/8/2000
HARLEM GLOBETROTTERS	0542474	5/15/1951
HARLEM GLOBETROTTERS & DESIGN	3286735	8/28/2007
HARLEM GLOBETROTTERS & DESIGN	2052581	4/15/1997
MAGIC CIRCLE	1269464	3/6/1984
MAGICIANS OF BASKETBALL	0662372	5/27/1958
THE MARK CONSISTS OF THE MELODY "SWEET GEORGIA BROWN"	1700895	7/14/1992

### TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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None.