

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NEW JERSEY BASKETBALL, LLC		05/08/2012	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	3238325	ALL ACCESS
Registration Number:	3144980	ALL ACCESS
Registration Number:	1956158	NETS
Registration Number:	2800531	NETS
Registration Number:	2265340	NETS
Registration Number:	2179493	NETS
Registration Number:	2283626	NETS
Registration Number:	2179494	NETS
Registration Number:	2226608	NETS
Registration Number:	2179495	NETS
Registration Number:	2603964	NETS
Registration Number:	2597367	NETS
Registration Number:	2577884	NETS
Registration Number:	3607494	NETSATIONAL SENIORS NETS

TRADEMARK

Registration Number:	3514008	NETSATIONAL SENIORS NETS
Registration Number:	1209109	NEW JERSEY NETS
Registration Number:	1209110	NEW JERSEY NETS
Registration Number:	4021060	NEW JERSEY NETS
Registration Number:	2121951	NEW YORK NETS
Registration Number:	2231133	NJ
Registration Number:	2232741	NJ
Registration Number:	2406643	SLY
Registration Number:	2279953	SLY
Serial Number:	85605708	
Serial Number:	77728208	BROOKLYN NETS
Serial Number:	77873194	BROOKLYN NETS
Serial Number:	85442296	BROOKLYN NETS
Serial Number:	85442308	BROOKLYN NETS
Serial Number:	85442314	BROOKLYN NETS
Serial Number:	85442328	BROOKLYN NETS
Serial Number:	85442355	BROOKLYN NETS
Serial Number:	85442375	BROOKLYN NETS
Serial Number:	85442395	BROOKLYN NETS
Serial Number:	85442401	BROOKLYN NETS
Serial Number:	77845645	
Serial Number:	85608343	NETS B BROOKLYN
Serial Number:	85608347	NETS B BROOKLYN
Serial Number:	85608354	NETS B BROOKLYN
Serial Number:	85608358	NETS B BROOKLYN
Serial Number:	85608362	NETS B BROOKLYN
Serial Number:	85608366	NETS B BROOKLYN
Serial Number:	85608376	NETS B BROOKLYN
Serial Number:	85608381	NETS B BROOKLYN
Serial Number:	77753493	KIDS COUNTRY
Serial Number:	85568473	NETS SHOP

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK
REEL: 004799 FRAME: 0485

Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

37953

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

06/12/2012

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT, dated as of May 8, 2012 (this "Agreement"), between NEW JERSEY BASKETBALL, LLC (the "Borrower") and JPMORGAN CHASE BANK, N.A. as collateral agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of December 9, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Borrower and the Collateral Agent. The Secured Parties have agreed to extend Advances (as defined in the Note Purchase Agreement) to the Borrower subject to the terms and conditions set forth in the Note Purchase Agreement dated as of May 5, 2003, as amended and restated by the Third Amendment and Restatement Agreement dated as of May 8, 2012 (as further amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"). The obligations of the Secured Parties to extend such Advances are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit to the Borrower pursuant to the Note Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Secured Parties to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all United States registrations and recordings thereof, and all United States registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW JERSEY BASKETBALL, LLC,

by



Name: *Jeffrey B. Cewirte*
Title: *Chief Legal Officer*

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NEW JERSEY BASKETBALL, LLC,

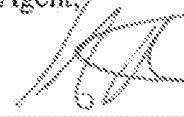
by

Name:

Title:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by



Name: Philip A. Mousin

Title: Credit Executive

[Signature Page to Trademark Security Agreement]

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TRADEMARK
REEL: 004799 FRAME: 0491

Schedule I

I. Trademarks

Country	Trademark	App. Date	App. No.	Reg. Date	Reg. No.
United States Of America	ALL ACCESS	06 Sep 2005	78699710	01 May 2007	3238325
United States Of America	ALL ACCESS	06 Sep 2005	78700270	19 Sep 2006	3144980
United States Of America	BROOKLYN NETS PARTIAL LOGO (SHIELD DEVICE)	23 Apr 2012	85605708		
United States Of America	BROOKLYN NETS WORD MARK	04 May 2009	77728208		
United States Of America	BROOKLYN NETS WORD MARK	16 Nov 2009	77873194		
United States Of America	BROOKLYN NETS WORD MARK	07 Oct 2011	85442296		
United States Of America	BROOKLYN NETS WORD MARK	07 Oct 2011	85442308		
United States Of America	BROOKLYN NETS WORD MARK	07 Oct 2011	85442314		
United States Of America	BROOKLYN NETS WORD MARK	07 Oct 2011	85442328		
United States Of America	BROOKLYN NETS WORD MARK	07 Oct 2011	85442355		
United States Of America	BROOKLYN NETS WORD MARK	07 Oct 2011	85442375		

United States Of America	BROOKLYN NETS WORD MARK	07 Oct 2011	85442395		
United States Of America	BROOKLYN NETS WORD MARK	07 Oct 2011	85442401		
United States Of America	BROOKLYN NETS in Russian Cyrillic	09 Oct 2009	77845645		
United States Of America	BROOKLYN NETS, B & BASKETBALL DESIGN (Primary Logo) (2012 - Present)	25 Apr 2012	85608343		
United States Of America	BROOKLYN NETS, B & BASKETBALL DESIGN (Primary Logo) (2012 - Present)	25 Apr 2012	85608347		
United States Of America	BROOKLYN NETS, B & BASKETBALL DESIGN (Primary Logo) (2012 - Present)	25 Apr 2012	85608354		
United States Of America	BROOKLYN NETS, B & BASKETBALL DESIGN (Primary Logo) (2012 - Present)	25 Apr 2012	85608358		
United States Of America	BROOKLYN NETS, B & BASKETBALL DESIGN (Primary Logo) (2012 - Present)	25 Apr 2012	85608362		
United States Of America	BROOKLYN NETS, B & BASKETBALL DESIGN (Primary Logo) (2012 - Present)	25 Apr 2012	85608366		
United States Of America	BROOKLYN NETS, B & BASKETBALL DESIGN (Primary Logo) (2012 - Present)	25 Apr 2012	85608376		
United States Of America	BROOKLYN NETS, B & BASKETBALL DESIGN (Primary Logo) (2012 - Present)	25 Apr 2012	85608381		
United States Of America	KIDS COUNTRY	05 Jun 2009	77753493		
United States Of America	NETS (WORDMARK)	28 Feb 1995	74639788	13 Feb 1996	1956158
United States Of America	NETS AND DESIGN (1990-1997) (HARDWOOD CLASSICS)	04 Mar 2003	78221338	30 Dec 2003	2800531
United States Of America	NETS AND DESIGN (1997-PRESENT)	22 Jan 1997	75229428	27 Jul 1999	2265340

United States Of America	NETS AND DESIGN (1997-PRESENT)	22 Jan 1997	75229451	04 Aug 1998	2179493
United States Of America	NETS AND DESIGN (1997-PRESENT)	22 Jan 1997	75229452	05 Oct 1999	2283626
United States Of America	NETS AND DESIGN (1997-PRESENT)	22 Jan 1997	75229453	04 Aug 1998	2179494
United States Of America	NETS AND DESIGN (1997-PRESENT)	22 Jan 1997	75229454	23 Feb 1999	2226608
United States Of America	NETS AND DESIGN (1997-PRESENT)	22 Jan 1997	75229457	04 Aug 1998	2179495
United States Of America	NETS AND DESIGN (1997-PRESENT)	08 Dec 2000	76182756	06 Aug 2002	2603964
United States Of America	NETS AND DESIGN (1997-PRESENT)	08 Dec 2000	76182757	23 Jul 2002	2597367
United States Of America	NETS AND DESIGN (1997-PRESENT)	08 Dec 2000	76182758	11 Jun 2002	2577884
United States Of America	NETS SHOP	13 Mar 2012	85568473		
United States Of America	NETSATIONAL SENIORS & DESIGN	05 Mar 2007	77975817	14 Apr 2009	3607494
United States Of America	NETSATIONAL SENIORS & DESIGN	05 Mar 2007	77975820	07 Oct 2008	3514008
United States Of America	NEW JERSEY NETS	27 Mar 1981	73302995	14 Sep 1982	1209109
United States Of America	NEW JERSEY NETS AND DESIGN (1978-1990) (HARDWOOD CLASSICS)	27 Mar 1981	73302996	14 Sep 1982	1209110
United States Of America	NEW JERSEY NETS AND DESIGN (1978-1990) (HARDWOOD CLASSICS)	30 Dec 2009	77902903	06 Sep 2011	4021060
United States Of America	NEW YORK NETS	22 Feb 1994	74492936	16 Dec 1997	2121951

United States Of America	NJ AND DESIGN (1995-PRESENT) (NETS SECONDARY LOGO)	22 Jan 1997	75229425	09 Mar 1999	2231133
United States Of America	NJ AND DESIGN (1995-PRESENT) (NETS SECONDARY LOGO)	22 Jan 1997	75229456	16 Mar 1999	2232741
United States Of America	SLY	30 Oct 1997	75381792	21 Nov 2000	2406643
United States Of America	SLY	30 Oct 1997	75382135	21 Sep 1999	2279953

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