

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hoops L.P.		07/24/2012	Limited Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	Societe Generale
Street Address:	1221 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	Banking Corporation: FRANCE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2840443	
Registration Number:	2652081	G
Registration Number:	2892107	GRIZZLIES
Registration Number:	2710713	MEMPHIS 01 02 INAUGURAL SEASON
Registration Number:	2710712	MEMPHIS 01 02 INAUGURAL SEASON
Serial Number:	76229581	MEMPHIS EXPRESS
Registration Number:	2861210	MEMPHIS GRIZZLIES
Registration Number:	2947594	MEMPHIS GRIZZLIES
Registration Number:	2892109	VANCOUVER GRIZZLIES
Registration Number:	2958850	VANCOUVER GRIZZLIES
Registration Number:	2749331	VANCOUVER GRIZZLIES
Registration Number:	3750941	VANCOUVER GRIZZLIES
Registration Number:	2958863	VANCOUVER GRIZZLIES
Registration Number:	2988403	VANCOUVER GRIZZLIES

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Registration Number:	2664901	VANCOUVER GRIZZLIES
Registration Number:	2411618	
Registration Number:	2349179	
Registration Number:	2413326	
Registration Number:	2308138	
Registration Number:	2339432	
Registration Number:	2308139	G
Registration Number:	2100590	GRIZZLIES
Registration Number:	2523744	VANCOUVER GRIZZLIES
Registration Number:	2538720	VANCOUVER GRIZZLIES
Registration Number:	2552559	VANCOUVER GRIZZLIES
Registration Number:	2195663	VANCOUVER GRIZZLIES
Registration Number:	2557508	VANCOUVER GRIZZLIES
Registration Number:	2566358	VANCOUVER GRIZZLIES

CORRESPONDENCE DATA

Fax Number: 3129847700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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ATTORNEY DOCKET NUMBER:	062410-0010
NAME OF SUBMITTER:	Ulrika E. Mattsson
Signature:	/Ulrika E. Mattsson/
Date:	07/27/2012

Total Attachments: 4
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**NOTICE OF TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This NOTICE OF TERMINATION AND RELEASE is dated as of July 24, 2012 and made by Hoops L.P., a Delaware limited partnership ("Grantor"), and Société Générale, a French Banking corporation (the "Secured Party").

WITNESSETH

WHEREAS, pursuant to the terms of that certain Credit Agreement dated June 12, 2002, (the "Credit Agreement"), among Grantor, various lenders party thereto (collectively, the "Lenders"), and the Secured Party, Grantor assumed certain obligations to the Lenders and the Secured Party;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Secured Party entered into a Security Agreement dated June 12, 2002 (said Security Agreement as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined), pursuant to which Grantor granted a security interest; and

WHEREAS, Grantor (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1 (c) or 1 (d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1 (c) or 1 (d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Exhibit 1, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the "Trademarks"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in all right, title and interest of the Grantor, in and to the Trademarks, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by the Grantor against third parties for infringement thereof (the "Collateral"), to secure the payment and performance of the Obligations; and

WHEREAS, the Grant of Security Interest in Trademarks was recorded with the United States Patent and Trademark Office on June 26, 2002, at Reel 002536/Frames 0296-0300; and

WHEREAS, Grantor's liabilities have been paid in full and all commitments have been terminated; and

WHEREAS, the Lenders and the Secured Party have terminated the Security Agreement and has agreed to terminate and release all of its security interests in and mortgage on the Collateral, including the Trademarks, which Grantor had previously granted to the Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this release, the Secured Party hereby terminates and releases its security interests in the Trademarks as follows:

1. Release of Security Interests. The Lenders and the Secured Party hereby terminate and release all of their security interest upon all their right, title and interest in, to and under the Trademarks, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor).
2. Further Assurances. The Secured Party hereby agrees to execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests contemplated hereby.

IN WITNESS WHEREOF, the Secured Party has duly executed this Notice of Termination and Release as of the above date.

SECURED PARTY:

Société Générale

By: 

Name: Meaghan Black

Title: Director

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

GRANTOR:

Hoops L.P.

By: 

Name: S MEADOWS

Title: Asst Sec'y

EXHIBIT A

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Country
Design only	74/565,009 (08/24/1994)	2,840,443 (05/11/2004)	U.S.
G and Design	74/565,017 (08/24/1994)	2,652,081 (11/19/2002)	U.S.
GRIZZLIES	74/530,473 (05/27/1994)	2,892,107 (10/12/2004)	U.S.
MEMPHIS 01 02 INAUGURAL SEASON & Design	76/309,301 (09/05/2001)	2,710,713 (04/29/2003)	U.S.
MEMPHIS 01 02 INAUGURAL SEASON & Design	76/309,300 (09/05/2001)	2,710,712 (04/29/2003)	U.S.
MEMPHIS EXPRESS	76/229,581 (03/23/2001)	N/A	U.S.
MEMPHIS GRIZZLIES	78/069,916 (06/19/2001)	2,861,210 (07/06/2004)	U.S.
MEMPHIS GRIZZLIES	78/069,911 (06/19/2001)	2,947,594 (05/10/2005)	U.S.
VANCOUVER GRIZZLIES	74/551,729 (07/20/1994)	2,892,109 (10/12/2004)	U.S.
VANCOUVER GRIZZLIES	74/551,307 (07/20/1994)	2,958,850 (06/07/2005)	U.S.
VANCOUVER GRIZZLIES & Design	76/254,058 (05/09/2001)	2,749,331 (08/12/2003)	U.S.
VANCOUVER GRIZZLIES & Design	76/230,585 (03/26/2001)	3,750,941 (02/23/2010)	U.S.
VANCOUVER GRIZZLIES & Design	75/603,712 (12/11/1998)	2,958,863 (06/07/2005)	U.S.
VANCOUVER GRIZZLIES & Design	74/565,023 (08/24/1994)	2,988,403 (08/30/2005)	U.S.
VANCOUVER GRIZZLIES & Design	74/565,022 (08/24/1994)	2,664,901 (12/24/2002)	U.S.
Design only	74/565,019 (08/24/1994)	2,411,618 (12/12/2000)	U.S.
Design only	74/565,016 (08/24/1994)	2,349,179 (05/16/2000)	U.S.
Design only	74/565,011 (08/24/1994)	2,413,326 (12/19/2000)	U.S.
Design only	74/565,010 (08/24/1994)	2,308,138 (01/18/2000)	U.S.
Design only	74/565,008 (08/24/1994)	2,339,432 (04/11/2000)	U.S.
G and Design	74/565,018 (08/24/1994)	2,308,139 (01/18/2000)	U.S.
GRIZZLIES	74/530,468 (05/27/1994)	2,100,590 (09/30/1997)	U.S.
VANCOUVER GRIZZLIES	74/551,726 (07/20/1994)	2,523,744 (01/01/2002)	U.S.
VANCOUVER GRIZZLIES	74/551,350 (07/20/1994)	2,538,720 (02/19/2002)	U.S.
VANCOUVER GRIZZLIES & Design	76/272,253 (05/07/2001)	2,552,559 (03/26/2002)	U.S.

VANCOUVER GRIZZLIES & Design	75/345,036 (08/22/1997)	2,195,663 (10/13/1998)	U.S.
VANCOUVER GRIZZLIES & Design	74/565,021 (08/24/1994)	2,557,508 (04/09/2002)	U.S.
VANCOUVER GRIZZLIES & Design	74/565,020 (08/24/1994)	2,566,358 (05/07/2002)	U.S.