

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Memphis Basketball, LLC		10/29/2012	LIMITED LIABILITY COMPANY: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Collateral Agent
<b>Street Address:</b>	270 PARK AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	ASSOCIATION: UNITED STATES

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2100590	GRIZZLIES
Registration Number:	2892107	GRIZZLIES
Registration Number:	2947594	MEMPHIS GRIZZLIES
Registration Number:	2861210	MEMPHIS GRIZZLIES
Registration Number:	3118079	MEMPHIS GRIZZLIES
Registration Number:	3091190	MEMPHIS GRIZZLIES
Registration Number:	3056500	MEMPHIS GRIZZLIES
Registration Number:	3091191	MEMPHIS GRIZZLIES
Registration Number:	3115053	MEMPHIS GRIZZLIES
Registration Number:	3482340	MEMPHIS GRIZZLIES
Registration Number:	3403397	MEMPHIS GRIZZLIES
Registration Number:	3396273	MEMPHIS GRIZZLIES
Registration Number:	2339432	
Registration Number:	2840443	

**TRADEMARK**

Registration Number:	2308138	
Registration Number:	3750941	VANCOUVER GRIZZLIES

**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.*  
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:	38204
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	10/31/2012

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT dated as of October 29, 2012 (this "Agreement"), between MEMPHIS BASKETBALL, LLC, a Nevada limited liability company (the "Borrower"), and JPMORGAN CHASE BANK, N.A. as the collateral agent under the Security Agreement referred to below (in such capacity, the "Collateral Agent").

Reference is made to (a) 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"), among the Borrower, the other Participating Members (as defined therein) party thereto, Basketball Funding, LLC, as Purchaser, and JPMorgan Chase Bank, N.A., as Agent, (b) the Note Purchase Agreement dated as of June 26, 2003, as amended and restated by the First Amendment and Restatement Agreement dated as of May 8, 2012 (as further amended, restated, modified or supplemented from time to time, the "Term Note Purchase Agreement") among the Borrower, the other Participating Members (as defined therein) party thereto, Hardwood Funding, LLC, as purchaser, and JPMorgan Chase Bank, N.A., as Agent, and (c) the Security Agreement dated as of October 29, 2012 (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 credit to the Borrower subject to the terms and conditions set forth in the Note Purchase Agreement and the Term Note Purchase Agreement. The obligations of the Secured Parties to extend such credit 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 the Term 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 Note Purchase Agreement, the Term Note Purchase Agreement or the Security Agreement, as applicable. 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 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.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

*[Remainder of page intentionally left blank]*

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

MEMPHIS BASKETBALL, LLC,

By: MG Holdeo, LLC  
Its: Sole Member

By: RJP Manageco, LLC  
Its: Managing Member

By

  
Name: Robert J. Pera  
Title: Managing Member

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.

MEMPHIS BASKETBALL, LLC,

By: MG Holdco, LLC  
Its: Sole Member

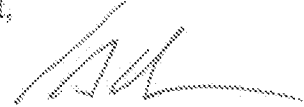
By: RIP Manageco, LLC  
Its: Managing Member

By

.....  
Name: Robert J. Pera  
Title: Managing Member

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

by



.....  
Name: Philip A. Mousin  
Title: Credit Executive

**Schedule I**

<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner</b>	<b>Country</b>	<b>Expiration Date</b>
GRIZZLIES	74-530468 (May 27, 1994)	2,100,590 (September 30, 1997)	Memphis Basketball, LLC	U.S.	Sep-30-2017
GRIZZLIES	74-530473 (May 27, 1994)	2,892,107 (October 12, 2004)	Memphis Basketball, LLC	U.S.	Oct-12-2014
MEMPHIS GRIZZLIES	78-069911 (June 19, 2001)	2,947,594 (May 10, 2005)	Memphis Basketball, LLC	U.S.	May-10-2015
MEMPHIS GRIZZLIES	78-069916 (June 19, 2001)	2,861,210 (July 6, 2004)	Memphis Basketball, LLC	U.S.	Jul-06-2014
MEMPHIS GRIZZLIES and Design	78-418852 (May 14, 2004)	3,118,079 (July 18, 2006)	Memphis Basketball, LLC	U.S.	Jul-18-2016
MEMPHIS GRIZZLIES and Design	78-418855 (May 14, 2004)	3,091,190 (May 9, 2006)	Memphis Basketball, LLC	U.S.	May-09-2016
MEMPHIS GRIZZLIES and Design	78-418869 (May 14, 2004)	3,056,500 (January 31, 2006)	Memphis Basketball, LLC	U.S.	Jan-31-2016
MEMPHIS GRIZZLIES and Design	78-418876 (May 14, 2004)	3,091,191 (May 9, 2006)	Memphis Basketball, LLC	U.S.	May-09-2016
MEMPHIS GRIZZLIES and Design	78-418887 (May 14, 2004)	3,115,053 (July 11, 2006)	Memphis Basketball, LLC	U.S.	Jul-11-2016
MEMPHIS GRIZZLIES and Design	78-854360 (April 5, 2006)	3,482,340 (August 5, 2008)	Memphis Basketball, LLC	U.S.	Aug-05-2018
MEMPHIS GRIZZLIES and Design	78-854387 (April 5, 2006)	3,403,397 (March 25, 2008)	Memphis Basketball, LLC	U.S.	Mar-25-2018
MEMPHIS GRIZZLIES and Design	78-854395 (April 5, 2006)	3,396,273 (March 11, 2008)	Memphis Basketball, LLC	U.S.	Mar-11-2018
MISCELLANEO US DESIGN	74-565008 (August 24, 1994)	2,339,432 (April 11, 2000)	Memphis Basketball, LLC	U.S.	Apr-11-2020
MISCELLANEO US DESIGN	74-565009 (August 24, 1994)	2,840,443 (May 11, 2004)	Memphis Basketball, LLC	U.S.	May-11-2014
MISCELLANEO US DESIGN	74-565010 (August 24, 1994)	2,308,138 (January 18, 2000)	Memphis Basketball, LLC	U.S.	Jan-18-2020
VANCOUVER GRIZZLIES and Design	76-230585 (March 26, 2001)	3,750,941 (February 23, 2010)	Memphis Basketball, LLC	U.S.	Feb-23-2020

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