

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
JAZZ BASKETBALL INVESTORS, INC.		02/13/2013	CORPORATION: UTAH
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: 20			
Property Type	Number	Word Mark	
Registration Number:	1978656	J	
Serial Number:	85630884	J	
Serial Number:	85555458	JAZZ GREEN TEAM	
Registration Number:	3432992	NEW ORLEANS JAZZ	
Registration Number:	2536955	NEW ORLEANS JAZZ	
Registration Number:	3881683	REDUCE REUSE RECYCLE UTAH JAZZ	
Registration Number:	4019972	REDUCE REUSE RECYCLE UTAH JAZZ	
Registration Number:	3497085	U J	
Registration Number:	3084689	UTAH JAZZ	
Registration Number:	1654958	UTAH JAZZ	
Registration Number:	1244827	UTAH JAZZ	
Registration Number:	2237003	UTAH JAZZ	
Registration Number:	2131054	UTAH JAZZ	
Registration Number:	2131053	UTAH JAZZ	

TRADEMARK

Registration Number:	2171598	UTAH JAZZ
Registration Number:	2131055	UTAH JAZZ
Registration Number:	2287003	UTAH JAZZ
Registration Number:	2594147	UTAH JAZZ
Registration Number:	2581693	UTAH JAZZ
Registration Number:	2658241	UTAH JAZZ

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:	CRS1-39256
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	02/13/2014

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT, dated as of February 13, 2014, between JAZZ BASKETBALL INVESTORS, INC. (the "Borrower") and JPMORGAN CHASE BANK, N.A. as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of February 13, 2014 (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 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 by the First Amendment dated as of December 21, 2012 and as further amended by the Second Amendment dated as of June 7, 2013 (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 assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in, to and under 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.

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

JAZZ BASKETBALL INVESTORS, INC.,

by

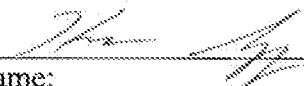
Karen G. Miller

Name: Karen G. Miller

Title: Vice President

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

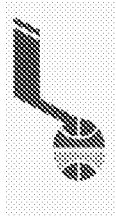

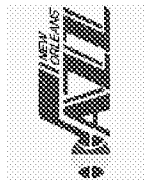
by

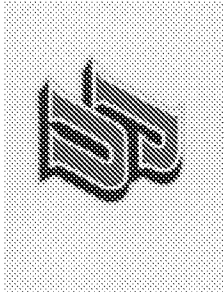

Name:





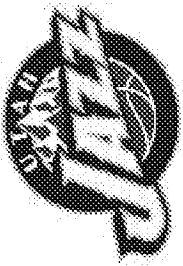
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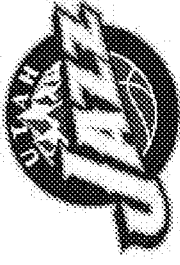


Helene P. Sprung
Senior Vice President

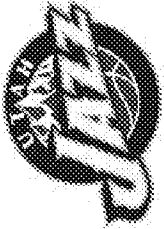
TRADEMARKS

Country	Trademark Description	Logo/Word Mark	Class	Filing Number	Registration No. & Date	Status
USA	BALL AND MUSIC NOTE (JAZZ SECONDARY LOGO) (1974 - 1996) (HARDWOOD CLASSICS)		25	74410131	No: 1978656 Date: 6/4/96	Registered
USA	J (Stylized Letter - ligature from Utah Jazz Primary Logo 1996 - PRESENT)		25	85630884	No: 4359148 Date: 6/25/13	Registered
USA	JAZZ GREEN TEAM (Word Mark)	JAZZ GREEN TEAM	35	85555458 (App. date 2/28/12)	N/A	Pending
USA	NEW ORLEANS JAZZ (Word Mark) (HARDWOOD CLASSICS)	NEW ORLEANS JAZZ	25	78794829	No: 3432992 Date: 5/20/08	Registered
USA	NEW ORLEANS JAZZ AND DESIGN (1974-1979) (HARDWOOD CLASSICS)		16	75511868	No: 2536955 Date: 2/5/02	Registered

Country	Trademark Description	Logo/Word Mark	Class	Filing Number	Registration No. & Date	Status
USA	REDUCE REUSE RECYCLE UTAH JAZZ AND DESIGN		35	77980383	No: 3881683 Date: 11/23/10	Registered
USA	REDUCE REUSE RECYCLE UTAH JAZZ AND DESIGN		40	77795607	No: 4019972 Date: 8/30/11	Registered
USA	UJ (STYLIZED) 2004 - PRESENT (UTAH JAZZ SECONDARY LOGO)		41	78704006	No: 3497085 Date: 9/2/08	Registered
USA	UTAH JAZZ (Word Mark)	UTAH JAZZ	25	78507018	No: 3084689 Date: 4/25/06	Registered
USA	UTAH JAZZ AND DESIGN (1974-1996)(Hardwood Classics)		25	74088258	No: 1654958 Date: 8/27/91	Registered

Country	Trademark Description	Logo/Word Mark	Class	Filing Number	Registration No. & Date	Status
USA	UTAH JAZZ AND DESIGN (1974-1996)(Hardwood Classics)		41	351848	No: 1244827 Date: 7/5/83	Registered
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		09	75029957	No: 2237003 Date: 4/6/99	Registered
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		16	75029956	No: 2131054 Date: 1/20/98	Registered
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		25	75029955	No: 2131053 Date: 1/20/98	Registered
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		28	75029974	No: 2171598 Date: 7/7/98	Registered

Country	Trademark Description	Logo/Word Mark	Class	Filing Number	Registration No. & Date	Status
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		41	75030252	No: 2131055 Date: 1/20/98	Registered
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		18	75338230	No: 2287003 Date: 10/19/99	Registered
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		35	76231458	No: 2594147 Date: 7/16/02	Registered
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		38	76231459	No: 2581693 Date: 6/18/02	Registered

Country	Trademark Description	Logo/Word Mark	Class	Filing Number	Registration No. & Date	Status
USA	UTAH JAZZ AND DESIGN (1996-PRESENT)		42	76231460	No: 2658241 Date: 12/10/02	Registered