

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333438

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HORNETS BASKETBALL, LLC		02/26/2015	LIMITED LIABILITY COMPANY: DELAWARE

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: 35

Property Type	Number	Word Mark
Serial Number:	85935603	BACK BUZZ CITY
Serial Number:	86007898	BACK THE BUZZ
Serial Number:	86007908	BACK THE BUZZ
Registration Number:	3744045	BEE-MAIL
Registration Number:	3143250	
Registration Number:	4614629	BUZZ CITY
Serial Number:	85935597	BUZZ CITY
Registration Number:	4575438	BUZZ CITY
Serial Number:	86149605	BUZZ CITY
Serial Number:	86149577	CH
Serial Number:	86149594	CH
Registration Number:	4031835	C
Registration Number:	4035221	C
Registration Number:	4350822	C
Registration Number:	3595601	
Registration Number:	3767916	
Registration Number:	3603294	
Registration Number:	3767917	
Registration Number:	3606672	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86149985	CHARLOTTE HORNETS
Serial Number:	86150012	CHARLOTTE HORNETS
Serial Number:	86150041	CHARLOTTE HORNETS
Serial Number:	86149583	CHARLOTTE HORNETS
Serial Number:	86150061	CHARLOTTE HORNETS
Serial Number:	86149603	CHARLOTTE HORNETS
Registration Number:	1650195	CHARLOTTE HORNETS
Serial Number:	86149637	
Serial Number:	86149647	
Registration Number:	1747479	HONEYBEES
Serial Number:	86149639	
Serial Number:	86149669	
Registration Number:	1649730	HORNETS
Registration Number:	4538311	LEVEL 23
Registration Number:	3169483	RUFUS LYNX
Registration Number:	2987501	RUFUS LYNX

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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:	CRS1-39969
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	02/26/2015

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2015, between HORNETS 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 May 3, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Borrower, formerly known as Bobcats Basketball, LLC, and the Collateral Agent. The Secured Parties have agreed to extend credit to the Borrower subject to the terms and conditions set forth in (i) 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") and (ii) 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 and as further amended by the First Amendment dated as of December 21, 2012 (as further amended, restated, supplemented or otherwise modified from time to time, 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 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.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

HORNETS BASKETBALL, LLC,

by



Name: Travis Ferguson

Title: VP, Finance

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.

HORNETS BASKETBALL, LLC,

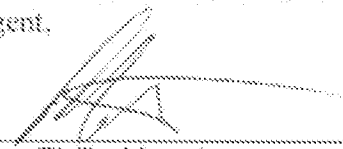
by

.....
Name:

Title:

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

by


.....
Name: Philip Mousin

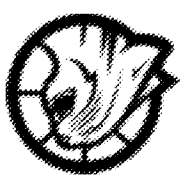
Title: Credit Executive

{Signature Page to Trademark Security Agreement}

{8893772}

TRADEMARK
REEL: 005467 FRAME: 0479

TRADEMARKS

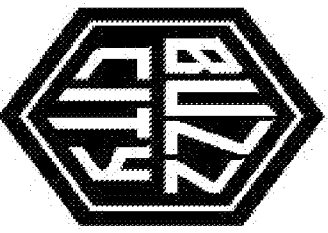
Country	Trademark Description	Logo/Word Mark	Classes	App. Date	App. No.	Reg. Date	Reg. No.	Status
USA	BACK BUZZ CITY			17 May 2013	85935603	N/A	N/A	Pending
USA	BACK THE BUZZ BUZZ			11 Jul 2013	86007898	N/A	N/A	Pending
USA	BACK THE BUZZ BUZZ			11 Jul 2013	86007908	N/A	N/A	Pending
USA	BEE-MAIL (CHARLOTTE HORNETS)			23 Apr 2009	77720462	02 Feb 2010	3744045	Registered
USA	BOBCATS HEAD AND BALL DESIGN (SECONDARY LOGO)			06 Oct 2004	78495470	12 Sep 2006	3143250	Registered
USA	BUZZ CITY BUZZ CITY			17 May 2013	85935593	30 Sep 2014	4614629	Registered
USA	BUZZ CITY BUZZ CITY			17 May 2013	85935597	N/A	N/A	Pending

TRADEMARK

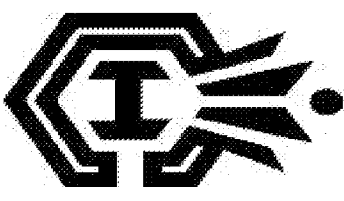
USA BUZZ CITY AND HEXAGON DESIGN (Charlotte Hornets Secondary Logo 2014) 25 20 Dec 2013 86149626 29 Jul 2014 4575438 Registered



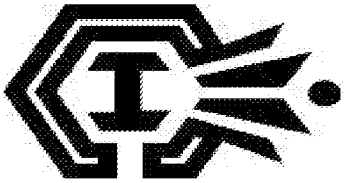
USA BUZZ CITY AND HEXAGON DESIGN (Charlotte Hornets Secondary Logo 2014) 41 20 Dec 2013 86149605 N/A N/A Pending



USA CH & DESIGN (Charlotte Hornets Secondary Logo 2014) 25 20 Dec 2013 86149577 N/A N/A Pending



USA
CH & DESIGN
(Charlotte Hornets
Secondary Logo
2014)



41

20 Dec 2013

86149594

N/A

N/A

Pending

USA
CHARLOTTE
BOBCATS
SECONDARY
"C" AND
CROWN LOGO



09

19 Jun 2007

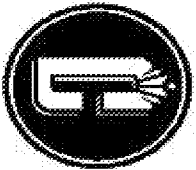
77209708

27 Sep 2011

4031835

Registered

USA
CHARLOTTE
BOBCATS
SECONDARY
"C" AND
CROWN LOGO



25

19 Jun 2007

77209833

04 Oct 2011

4035221

Registered

USA

CHARLOTTE
BOBCATS
SECONDARY
"C" AND
CROWN LOGO



41

26 Aug 2011

85408152

11 Jun 2013

4350822

Registered

USA

CHARLOTTE
BOBCATS
SECONDARY
"STRAIGHT-ON"
BOBCAT HEAD
DESIGN



09

19 Jun 2007

77209615

24 Mar 2009

3595601

Registered

USA

CHARLOTTE
BOBCATS
SECONDARY
"STRAIGHT-ON"
BOBCAT HEAD
DESIGN



16

19 Jun 2007

77209632

30 Mar 2010

3767916

Registered

USA

CHARLOTTE
BOBCATS
SECONDARY
"STRAIGHT-ON"
BOBCAT HEAD
DESIGN



25

19 Jun 2007

77209637

07 Apr 2009

3603294

Registered

TRADEMARK

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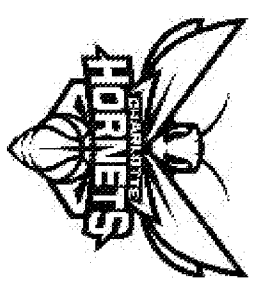
USA CHARLOTTE BOBCATS SECONDARY "STRAIGHT-ON" BOBCAT HEAD DESIGN 28 19 Jun 2007 77209683 30 Mar 2010 3767917 Registered



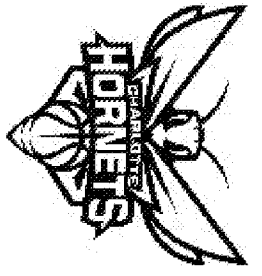
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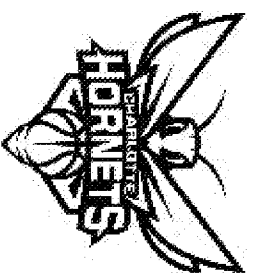
USA CHARLOTTE HORNETS & DESIGN (2014) 09 20 Dec 2013 86149985 N/A N/A Pending



USA CHARLOTTE HORNETS & DESIGN (2014) 16 20 Dec 2013 86150012 N/A N/A Pending



USA
CHARLOTTE
HORNETS &
DESIGN (2014)



18

20 Dec 2013

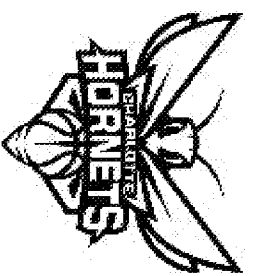
86150041

N/A

N/A

Pending

USA
CHARLOTTE
HORNETS &
DESIGN (2014)



25

20 Dec 2013

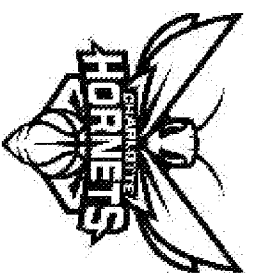
86149583

N/A

N/A

Pending

USA
CHARLOTTE
HORNETS &
DESIGN (2014)



28

20 Dec 2013

86150061

N/A

N/A

Pending

USA CHARLOTTE HORNETS & DESIGN (2014)



41

20 Dec 2013

86149603

N/A

N/A

Pending

USA CHARLOTTE HORNETS (HARDWOOD CLASSICS)

CHARLOTTE HORNETS

25

10 Jul 1987

73671252

09 Jul 1991

1650195

Registered

USA HORNET DIVING HORNET DESIGN (CHARLOTTE HORNETS SECONDARY LOGO 2014)



25

20 Dec 2013

86149637

N/A

N/A

Pending

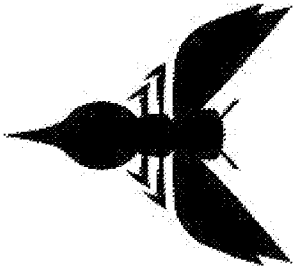
TRADEMARK

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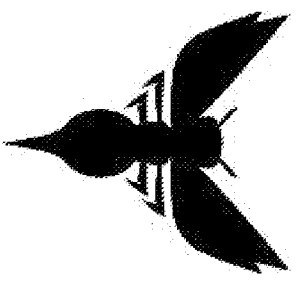
USA DIVING HORNET DESIGN (CHARLOTTE HORNETS SECONDARY LOGO 2014) 41 20 Dec 2013 86149647 N/A N/A Pending



USA HONEYBEES (CHARLOTTE HORNETS DANCE TEAM) HORNET SILHOUETTE DESIGN (Charlotte Hornets Secondary Logo 2014) 25 20 Dec 2013 86149639 N/A N/A Pending



USA
HORNET
SILHOUETTE
DESIGN
(Charlotte Hornets
Secondary Logo
2014)



USA
HORNETS
LEVEL 23
RUFUS LYNX
RUFUS LYNX

USA
HORNETS
LEVEL 23
RUFUS LYNX
RUFUS LYNX

41	20 Dec 2013	86149669	N/A	N/A	Pending
41	03 Sep 1987	73682396	02 Jul 1991	1649730	Registered
35	14 Mar 2012	85569625	27 May 2014	4538311	Registered
28	28 May 2004	78427096	07 Nov 2006	3169483	Registered
41	28 May 2004	78427070	23 Aug 2005	2987501	Registered