

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM337261

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philadelphia 76ers, L.P.		04/02/2015	LIMITED PARTNERSHIP: 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: 15			
Property Type	Number	Word Mark	
Registration Number:	3562625	PHILA	
Registration Number:	3537075	PHILA	
Registration Number:	4118926	76ERS PHILADELPHIA	
Registration Number:	4019944	76ERS PHILADELPHIA	
Registration Number:	4019943	76ERS PHILADELPHIA	
Registration Number:	3938522	76ERS PHILADELPHIA	
Registration Number:	4026579	76ERS PHILADELPHIA	
Serial Number:	77766898	76ERS PHILADELPHIA	
Registration Number:	4035436	76ERS PHILADELPHIA	
Registration Number:	4125827	76ERS PHILADELPHIA	
Registration Number:	3285491	PHILADELPHIA 76ERS	
Registration Number:	2944405	PHILADELPHIA 76ERS	
Registration Number:	3438047	SIXERS	
Registration Number:	3424451	SIXERS	
Registration Number:	3976815	76ERS SIXERS CHARITIES	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

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. Agooda
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-40042
NAME OF SUBMITTER:	Penelope J.A. Agooda
SIGNATURE:	/pja/
DATE SIGNED:	04/03/2015

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2015, between PHILADELPHIA 76ERS, L.P. (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 5, 2003 (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 (i) the Note Purchase Agreement dated as of May 5, 2003, as amended and restated by the Fourth Amendment and Restatement Agreement dated as of April 2, 2015 (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 Second Amendment and Restatement Agreement dated as of April 2, 2015 (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.

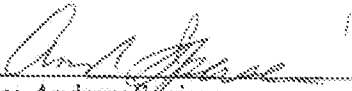
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and 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 date first above written.

PHILADELPHIA 76ERS, L.P.

By: Sixers Holdco GP LLC, its General Partner

By: 
Name: Andrew Speiser
Title: Chief Financial Officer and Treasurer

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

By _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

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

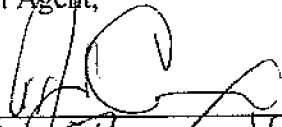
PHILADELPHIA 76ERS, L.P.,

by

Name:
Title:

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

by



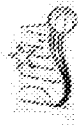




Name: Thomas Hoyle
Title: MANAGING DIRECTOR






[Signature Page to Trademark Security Agreement]


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TRADEMARKS

Country	Trademark Description	Logo/Word Mark	Classes	App. Date	App. No.	Reg. Date	Reg. No.	Reg. Expiration	Status
USA	PHILA & DESIGN		25	08 May 2006	78878570	13 Jan 2009	3562625	13 Jan 2019	Registered
USA	PHILA (HARDWOOD CLASSICS)	PHILA	25	18 Jun 2003	78263800	25 Nov 2008	3537075	25 Nov 2018	Registered
USA	PHILADELPHIA 76ERS & DESIGN (2009 - Present)		38	24 Jun 2009	77766980	27 Mar 2012	4118926	27 Mar 2022	Registered
USA	PHILADELPHIA 76ERS & DESIGN (2009 - Present)		35	24 Jun 2009	77766954	30 Aug 2011	4019944	30 Aug 2021	Registered
USA	PHILADELPHIA 76ERS & DESIGN (2009 - Present)		28	24 Jun 2009	77766941	30 Aug 2011	4019943	30 Aug 2021	Registered
USA	PHILADELPHIA 76ERS & DESIGN (2009 - Present)		25	24 Jun 2009	77766931	29 Mar 2011	3938522	29 Mar 2021	Registered

Country	Trademark Description	Logo/Word Mark	Classes	App. Date	App. No.	Reg. Date	Reg. No.	Reg. Expiration	Status
USA	PHILADELPHIA 76ERS & DESIGN (2009 - Present)		18	24 Jun 2009	77766905	13 Sep 2011	4026579	13 Sep 2021	Registered
USA	PHILADELPHIA 76ERS & DESIGN (2009 - Present)		16	24 Jun 2009	77766898	N/A	N/A	N/A	Pending
USA	PHILADELPHIA 76ERS & DESIGN (2009 - Present)		09	24 Jun 2009	77766885	04 Oct 2011	4035436	04 Oct 2021	Registered
USA	PHILADELPHIA 76ERS & DESIGN (2009 - Present)		41	24 Jun 2009	77767002	10 Apr 2012	4125827	10 Apr 2022	Registered
USA	PHILADELPHIA 76ERS (WORD)	PHILADELPHIA 76ERS	25	27 Oct 2004	78506965	28 Aug 2007	3285491	28 Aug 2017	Registered
USA	PHILADELPHIA 76ERS AND LIBERTY BELL DESIGN (HARDWOOD CLASSICS)		25	09 Aug 2002	76439137	26 Apr 2005	2944405	26 Apr 2015	Registered
USA	SIXERS	SIXERS	25	14 Mar 2006	78836576	27 May 2008	3438047	27 May 2018	Registered
USA	SIXERS	SIXERS	41	14 Mar 2006	78836572	06 May 2008	3424451	06 May 2018	Registered

Country	Trademark Description	Logo/Word Mark	Classes	App. Date	App. No.	Reg. Date	Reg. No.	Reg. Expiration	Status
USA	SIXERS CHARITIES & DESIGN (2009-Present)		36	07 May 2010	85033353	14 Jun 2011	3976815	14 Jun 2021	Registered

RECORDED: 04/03/2015

TRADEMARK
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