

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430439

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orlando Magic, LTD.		06/07/2017	Limited Partnership: FLORIDA
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:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4422720	O	
Registration Number:	4950049	OMYF ORLANDO MAGIC YOUTH FOUNDATION	
Registration Number:	4026934	ORLANDO MAGIC	
Registration Number:	4029679	ORLANDO MAGIC	
Registration Number:	4026935	ORLANDO MAGIC	
Registration Number:	4026929	ORLANDO MAGIC	
Registration Number:	4026936	ORLANDO MAGIC	
Registration Number:	4026930	ORLANDO MAGIC	
Registration Number:	4026931	ORLANDO MAGIC	
Registration Number:	4026933	ORLANDO MAGIC	
Registration Number:	2691330	ORLANDO MAGIC	
Registration Number:	2023115		
Serial Number:	87405547	LAKELAND MAGIC	
Serial Number:	87405611	LAKELAND MAGIC	
Serial Number:	87405567	LAKELAND MAGIC	
Serial Number:	87405633	LAKELAND MAGIC	
Serial Number:	87405689		
Serial Number:	87405665		

OP \$465.00 4422720

CORRESPONDENCE DATA**Fax Number:** 8004947512*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:** 800-494-5225**Email:** ipteam@coagencyglobal.com**Correspondent Name:** Stewart Walsh**Address Line 1:** 1025 Vermont Ave NW, Suite 1130**Address Line 2:** Cogency Global Inc.**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F170625
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	06/08/2017

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2017, between ORLANDO MAGIC, LTD. (the “Borrower”) and JPMORGAN CHASE BANK, N.A. as Collateral Agent (the “Collateral Agent”).

Reference is made to the Security Agreement dated as of March 7, 2007 (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 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”). 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.

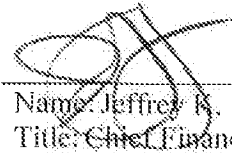
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ORLANDO MAGIC, LTD.

By: RDV Sports, Inc., its General Partner

by



Name: Jeffrey K. Lambert
Title: Chief Financial Officer

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

by

Name:
Title:

[Signature Page to Trademark Security Agreement]

[[3659115]]

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.

ORLANDO MAGIC, LTD.,

By: RDV Sports, Inc., its General Partner

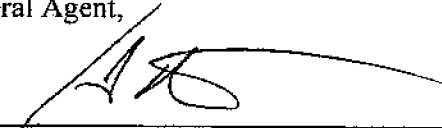
by

Name:

Title:

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

by



Name: Philip Mousin

Title: Executive Director

[Signature Page to Trademark Security Agreement]


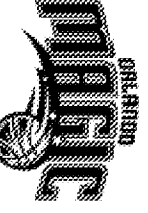



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TRADEMARKS

Country	Mark/Name	App./Reg. No.	Date	Owner Information
USA	LAKELAND MAGIC	87/405547	April 13, 2017	Orlando Magic, LTD.
USA	LAKELAND MAGIC and Design	87/405611	April 13, 2017	Orlando Magic, LTD.
USA				
USA	LAKELAND MAGIC	87/405567	April 13, 2017	Orlando Magic, LTD.
USA	LAKELAND MAGIC and Design	87/405633	April 13, 2017	Orlando Magic, LTD.

Country	Mark/Name	App./Reg. No.	Date	Owner Information
USA	O (Stylized) 	4422720	October 22, 2013	Orlando Magic, LTD.
USA	OMYF ORLANDO MAGIC YOUTH FOUNDATION and Design 	4950049	May 3, 2016	Orlando Magic, LTD.
USA	ORLANDO MAGIC and Design 	4026934	December 6, 2016	Orlando Magic, LTD.
USA	ORLANDO MAGIC and Design 	4029679	March 11, 2017	Orlando Magic, LTD.

Country	Mark/Name	App./Reg. No.	Date	Owner Information
USA	ORLANDO MAGIC and Design 	4026935	December 7, 2016	Orlando Magic, LTD.
USA	ORLANDO MAGIC and Design 	4026929	December 6, 2016	Orlando Magic, LTD.
USA	ORLANDO MAGIC and Design 	4026936	March 11, 2017	Orlando Magic, LTD.
USA	ORLANDO MAGIC and Design 	4026930	December 6, 2016	Orlando Magic, LTD.
USA	ORLANDO MAGIC and Design 	4026931	December 6, 2016	Orlando Magic, LTD.

Country	Mark/Name	App./Reg. No.	Date	Owner Information
USA	 ORLANDO MAGIC and Design	4026933	December 6, 2016	Orlando Magic, LTD.
USA	 ORLANDO MAGIC and Design	2691330	February 25, 2013	Orlando Magic, LTD.
USA	 Design Only	87/405689	April 13, 2017	Orlando Magic, LTD.
USA	 Design Only	87/405665	April 13, 2017	Orlando Magic, LTD.

Country	Mark/Name	App./Reg. No.	Date	Owner Information
USA	Design Only 	2023115	December 17, 2016	Orlando Magic, LTD.

TRADEMARK

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RECORDED: 06/08/2017