

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BASKETBALL PROPERTIES, LTD.		06/30/2020	Limited Partnership: FLORIDA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 South Dearborn		
Internal Address:	Floor 16		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5509145	601	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
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:	1237312 TM B		
NAME OF SUBMITTER:	Mackenzie Korf		
SIGNATURE:	/Mackenzie Korf/		
DATE SIGNED:	06/30/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2020, between BASKETBALL PROPERTIES, LTD. (the “Grantor”) and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the “Collateral Agent”).

Reference is made to (a) the Security Agreement dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), between Miami Heat Limited Partnership (the “Borrower”) and the Collateral Agent, and (b) the Subsidiary Security Joinder Agreement dated as of June 30, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Joinder Agreement”), between the Grantor and the Collateral Agent. The Purchaser has 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, and as amended by the First Amendment dated as of October 4, 2018 (as further amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”). The obligation of the Purchaser to extend such Advances is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor 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 Purchaser 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 Grantor, pursuant to the Security Joinder 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 Grantor or in which the Grantor 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 Joinder Agreement. The Grantor 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 and the Security Joinder 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, on the one hand, and the Security Agreement or the Security Joinder Agreement, on the other hand, the terms of the Security Agreement or Security Joinder Agreement, as applicable, 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.

BASKETBALL PROPERTIES, LTD., a Florida limited partnership

By: BASKETBALL PROPERTIES, INC. its general partner

By: _____
Name: Samuel D. Schulman
Title: Vice President

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

by

Name:
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006983 FRAME: 0783

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

BASKETBALL PROPERTIES, LTD., a Florida
limited partnership

By: BASKETBALL PROPERTIES, INC., its
general partner


By: _____
Name: Samuel D. Schulman
Title: Vice President

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

By: 

Name: Joon Hur
Title: Executive Director

TRADEMARKS

No.	Mark	Class(es)	Application No.	Registration No.	Application Date	Registration Date
1.	601 logo 	16, 21, 43	87187547	5509145	Sep. 29, 2016	Jul. 03, 2018