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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

55-21-1000

1. Name of conveying party(ies):
DREAM TEAM COLLECTIBLES, INC.

- Individual(s)
- General Partnership
- Corporation-State
- Other

MISSOURI

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: NBA PROPERTIES, INC.

Internal Address:

Street Address: 645 FIFTH AVENUE

City: NY State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: MAY 21, 1997

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,921,884

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard A. Friedman

Internal Address: Legal Department

NBA Properties, Inc.

645 Fifth Avenue

Street Address: NY, NY 10022

City: State: ZIP:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

14-0623

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard A. Friedman

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT OF TRADEMARK ("Assignment") is made this day of May, 1997, by Dream Team Collectibles, Inc. a Missouri Corporation ("Assignor") to NBA Properties, Inc., a New York corporation ("Assignee").

WHEREAS, Assignor has adopted and since January, 1987, has continuously used the trademark DREAM TEAM in interstate commerce; and

WHEREAS, Assignor and Assignee have entered into a Settlement Agreement dated May 21, 1997 (the "Settlement Agreement") pursuant to which Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest in, to and under the trademark DREAM TEAM; and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in, to and under the trademark DREAM TEAM, including Assignor's Federal Registration for DREAM TEAM (U.S. Reg. No. 1,921,884), a copy of which is attached hereto, Assignor's Missouri State Registration for DREAM TEAM (Missouri Reg. No. 13323), a copy of which is attached hereto, and the goodwill of the business associated therewith and symbolized thereby (all of the foregoing being referred to herein as the "Trademark").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Settlement Agreement and other good and

valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby covenants and agrees as follows:

1. Assignment and Transfer. Assignor hereby transfers and assigns to Assignee, its successors and assigns, and Assignee hereby accepts, for the use and benefit of the Assignee, its successors and assigns (from and after the date hereof as fully and entirely as the same would have been held and enjoyed by said Assignor had this Assignment not been made) the transfer and assignment of, all of Assignor's right, title and interest in, to and under (a) the Trademark, together with the goodwill of the business associated therewith and symbolized thereby, and (b) any and all rights to sue for and collect damages arising from the infringement, on or prior to the date hereof, of the Trademark.

2. Further Actions. Assignor hereby consents and agrees to any lawful action taken by Assignee in connection with the enforcement of, or the legal protection of, the Trademark, and confers upon Assignee full right of substitution in any and all such actions. Assignor further covenants and agrees to execute such further documents and take such additional actions as may reasonably be requested by Assignee to vest in Assignee all of Assignor's rights in the Trademark and otherwise to effectuate the intent of this Assignment.

3. Applicable Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, not including its choice of law provisions.

IN WITNESS WHEREOF, Dream Team Collectibles, Inc. has caused this Assignment of Trademark to be executed by its duly authorized officer and its corporate seal to be hereunto affixed as of the date and year first above written.

DREAM TEAM COLLECTIBLES, INC.

By: Edgar V. Gaines
Edgar Gaines
Title: President

[Corporate Seal]

STATE OF MISSOURI) ss:

On this 21st day of May, 1997, personally appeared before me Edgar Gaines, to me personally known, who being by me duly sworn, deposes and says that he is the President of DREAM TEAM COLLECTIBLES, INC., the corporation described in and which executed the above instrument, and that the execution and delivery of this Assignment of Trademark were authorized by said corporation.

Kim Uhl
Notary Public

My commission expires:

KIM UHL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Dec. 4, 1999

Int. Cl.: 16

Prior U.S. Cl.: 38

United States Patent and Trademark Office

Reg. No. 1,921,884

Registered Sep. 26, 1995

**TRADEMARK
PRINCIPAL REGISTER**

DREAM TEAM

DREAM TEAM COLLECTIBLES, INC. (MISSOURI CORPORATION)
16225 WESTWOODS BUSINESS PARK
ELLISVILLE, MO 63021

FOR: FRAMED AND UNFRAMED SPORTS
COLLAGES, IN CLASS 16 (U.S. CL. 38).

FIRST USE 2-0-1986; IN COMMERCE
1-0-1987.

SER. NO. 74-060,627, FILED 5-21-1990

PETER CATALDO, EXAMINING ATTORNEY



TRADEMARK
REEL: 1841 FRAME: 0496



STATE OF MISSOURI

Office of
Secretary of State

CERTIFICATE OF REGISTRATION

I, REBECCA McDOWELL COOK, Secretary of State of the State of Missouri, and Keeper of the Great Seal thereof, hereby certify that the Trade Mark Registration #13323 for

DREAM TEAM

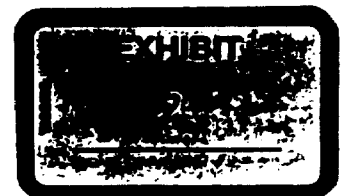
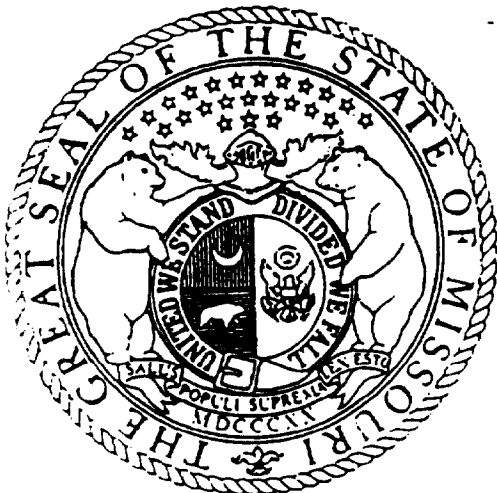
to be used in connection with Class 50 for framed and unframed sports collages, having first been used by registrant on February 1986 and first used in Missouri on February 1986 has this day been filed by

DREAM TEAM COLLECTIBLES, INC.
A MISSOURI CORPORATION
16225 WESTWOODS BUSINESS PARK
ELLISVILLE, MO 63021

A facsimile of said mark is hereto attached and has been duly recorded in this office in conformity with Section 417.016 RSMo. 1986. Said mark is registered for a period of ten years and will expire August 7, 2005.

In Testimony Whereof, I hereunto set my hand and affix the Great Seal of the State of Missouri.

Done at the City of Jefferson, this 8th day of August A.D., 1995



Rebecca McDowell Cook
Secretary of State

TRADEMARK
REEL: 1841 FRAME: 0497