Form PTO-1594 R 04-2!-2		
(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and 1124260	attached original documents or copy thereof.	
1. Name of conveying party(ies): $U - 16 = 0.3$	2. Name and address of receiving party(ies)	
The Los Angeles Lakers, Inc.	Name: Fleet National Bank	
,	Internal	
	Address: Attention: Gregory R.D. Clark	
☐ Individual(s) ☐ Association	100 F 1 100	
☐ General Partnership ☐ Limited Partnership	Street Address: 100 Federal Street	
☑ Corporation-State California	City: Boston State: MA Zip: 02110	
Other	☐ Individual(s) citizenship	
	✓ Association National banking association	
Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No	General Partnership	
3. Nature of conveyance:	☐ Limited Partnership	
☐ Assignment ☐ Merger	□ Corporation-State	
☐ Security Agreement ☐ Change of Name	□ Other	
☑ Other Notice of Security Interest in Trademarks	If assigned is not domiciled in the United States, a domestic representative designation is attached:	
Execution Date: April 8, 2003	If assigned is not domiciled in the United States, a domestic representative designation is attached:	
	Additional name(s) & address(cs) attached:	
4. Application number(s) or registration number(s):		
A. Trademark Application No.(s)		
See attached Schedule A	See attached Schedule A	
Additional number(s) attached	B. Trademark Registration No.(s) See attached Schedule A Yes No Yes No	
5. Name and address of party to whom correspondence	6. Total number of applications and $\frac{17}{7}$	
concerning document should be mailed:	registrations involved:	
Name: Miriam J. Rovner, Senior Legal Assistant	7. Total fee (37 CFR 3.41) \$_440.00	
Internal Address:	☑ Enclosed	
	☐ Authorized to be charged to deposit account	
Street Address: Goodwin Procter LLP	8. Deposit account number:	
Exchange Place	07-1700	
City: Boston State: MA Zip: 02109-2881	(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 original document.	n is true and correct and any attached copy is a true copy of the	
Amanda K. Linn	April 16, 2003	
Name of Person signing Sign	ature Date	
04/18/2003 LMUELLER 00000053 2673925 Total Jumber of pages include cove	7	
A CO Mail documents to be recorded w	ith required cover sheet information to:	
va co-akaa	k Trademarks, Box Assignments ton, D.C. 20231	
LIBQ1718538.1 CPI #1703/208		
CII (1703/200		

Schedule A

	Mark	Registration/	Registration/	International
		Serial No.	Filing Date	Class(es)
1	LOS ANGELES LAKERS	2,673,925	January 14, 2003	42
	[and design]			
2	LOS ANGELES LAKERS	2,600,542	July 30, 2002	35
	[and design]			
3	LOS ANGELES LAKERS	2,494,459	October 2, 2001	38
	[and design]			
4	MPLS MINNEAPOLIS	2,564,007	April 23, 2002	16
	LAKERS [and design]			
5	LOS ANGELES LAKERS	2,486,549	September 11,	9
	[and design]		2001	
6	LOS ANGELES LAKERS	2,256,493	June 29, 1999	18
	[and design]			
7	THE LAKE SHOW	2,041,671	March 4, 1997	41
8	LOS ANGELES LAKERS	1,982,704	June 25, 1996	16
	[and design]			
9	LOS ANGELES LAKERS	1,982,709	June 25, 1996	28
	[and design]			
10	L [and design]	78/090,421	October 26, 2001	28
11	L [and design]	78/090,429	October 26, 2001	41
12	LAKER GIRLS	78/141,255	July 3, 2002	25
13	L [and design]	78/089,814	October 23, 2001	16
14	L [and design]	78/089,810	October 23, 2001	9
15	L [and design]	78/089,823	October 23, 2001	18
16	L [and design]	78/090,407	October 26, 2001	25
17	MPLS. MINNEAPOLIS	76/439,780	August 12, 2002	28
	LAKERS [and design]			

LIBC/1708560.3

NOTICE OF SECURITY INTEREST (IN U.S. TRADEMARKS)

This Trademark Notice of Security Interest dated April 8, 2003 is between THE LOS ANGELES LAKERS, INC., a California corporation, with its principal place of business at 555 N. Nash Street, El Segundo, CA 90245 (the "Company"), and FLEET NATIONAL BANK, a national banking association (the "Secured Party"), as Agent for the banks from time to time party to that certain Second Amended and Restated Credit Agreement, dated as of April 8, 2003, by and among the Company, the Banks and the Secured Party.

WHEREAS, the Company and the Secured Party have entered into an Amended and Restated Pledge and Security Agreement dated as of April 8, 2003 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Company, in order to secure the payment and performance in full and observance of all Obligations (as such term is defined in the Security Agreement) of the Company to the Secured Party and the Banks, has granted to the Secured Party, for the benefit of the Banks, a security interest in, among other things, all of the Company's intellectual property and rights thereto, whether now owned or hereafter acquired and all products and proceeds thereof, including but not limited to the Trademarks (as defined below); and

WHEREAS, the Company has adopted, used and is using, and is the owner of the trademarks and service marks set forth on <u>Schedule A</u> attached hereto, which trademarks and service marks are registered in the United States Patent and Trademark Office (or for which applications for such registration have been filed and are pending);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as security for the due and timely payment and performance of the Obligations, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, the Company has granted to the Secured Party, for the benefit of the Banks, a security interest in, among other things, the trademarks and service marks which are the subject of the registrations and applications for registration listed on Schedule A and all trademark registrations and trademark applications for registration whether now or hereafter owned by the Company (together, the "Trademarks"), and all goodwill

appurtenant to, associated with or symbolized by the Trademarks, all proceeds of the Trademarks (including but not limited to all royalties, license fees due, accrued or arising in connection with any of the foregoing, and all rights to enforce or sue and/or recover for any past, present or future infringement of any of the foregoing), all in accordance with the terms and conditions of the Security Agreement.

- 2. The Company and the Secured Party do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademarks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by referenced as if fully set forth herein.
- 3. This instrument is made pursuant to the Security Agreement. The Company hereby expressly authorizes the Secured Party to record this instrument in the United States Patent and Trademark Office, as well as in any other federal or state office in which any of the Company's rights or interests comprising or connected with the Trademarks have been registered or recorded.

[Signature pages to follow]

IN WITNESS WHEREOF, the Company has caused this Trademark Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 10th day of April, 2003.

COMPANY:

THE LOS ANGELES LAKERS, INC.

Nama: Joseph B. McCormack

Title: Senior Vice President - Finance

STATE OF CALIFORNIA)	
)	
COUNTY OF LOS ANGELES)	

On this 10th day of April, 2003, before me appeared **Joseph B. McCormack** to me personally known, who, being by me duly sworn, did depose and say (i) that **he** is the **Senior Vice President - Finance** at The Los Angeles Lakers, Inc., a California corporation named in and which executed the foregoing instrument; (ii) that being duly authorized **he** did execute the foregoing instrument on behalf of The Los Angeles Lakers, Inc.; and (iii) that the foregoing instrument is the free and authorized act and deed of said corporation.

TERESA A. SHOLL
Commission # 1349958
Notary Public - California
Los Angeles County
My Comm. Expires May 4, 2006

Notary Public Jerusa a Shoel
My commission expires: may 4,2006
(Seal)

ACCEPTED AND ACKNOWLEDGED BY
FLEET NATIONAL BANK

Name: Gregory R.D. Clark Title: Group Manager

COMMONWEALTH OF MASSACHUSE	ETTS)
)
COUNTY OF SUFFOLK)

On this day of April, 2003, before me appeared _______ to me personally known, who, being by me duly sworn, did depose and say that [he/she] is the ______ at Fleet National Bank, a national banking association named in and which executed the foregoing instrument; that being duly authorized [he/she] did execute the foregoing instrument on behalf of Fleet National Bank; and that the foregoing instrument is the free and authorized act and deed of said bank.

Notary Public_

My commission expires: (Seal)

BRIAN J. GASPAR Notary Public Conscionwealth of Massachusetts My Commission Expires April 19, 2007

Schedule A

	Mark	Registration/	Registration/	International
		Serial No.	Filing Date	Class(es)
1	LOS ANGELES LAKERS	2,673,925	January 14, 2003	42
	[and design]			
2	LOS ANGELES LAKERS	2,600,542	July 30, 2002	35
	[and design]			
3	LOS ANGELES LAKERS	2,494,459	October 2, 2001	38
	[and design]			
4	MPLS MINNEAPOLIS	2,564,007	April 23, 2002	16
	LAKERS [and design]			
5	LOS ANGELES LAKERS	2,486,549	September 11,	9
	[and design]		2001	
6	LOS ANGELES LAKERS	2,256,493	June 29, 1999	18
	[and design]			
7	THE LAKE SHOW	2,041,671	March 4, 1997	41
8	LOS ANGELES LAKERS	1,982,704	June 25, 1996	16
	[and design]			
9	LOS ANGELES LAKERS	1,982,709	June 25, 1996	28
	[and design]			
10	L [and design]	78/090,421	October 26, 2001	28
11	L [and design]	78/090,429	October 26, 2001	41
12	LAKER GIRLS	78/141,255	July 3, 2002	25
13	L [and design]	78/089,814	October 23, 2001	16
14	L [and design]	78/089,810	October 23, 2001	9
15	L [and design]	78/089,823	October 23, 2001	18
16	L [and design]	78/090,407	October 26, 2001	25
17	MPLS. MINNEAPOLIS	76/439,780	August 12, 2002	28
	LAKERS [and design]			

LIBC/1708560.3

TRADEMARK
RECORDED: 04/16/2003 REEL: 002715 FRAME: 0207