

05-14-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RECC TR 102447830

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Association of Volleyball Professionals, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

5.12.03

2. Name and address of receiving party(ies) Name: Anschutz Entertainment Group, Inc. Internal Suite 3200 Address: 1100 S. Flower Street City: Los Angeles State: CA Zip: 90015 [ ] Individual(s) citizenship [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Colorado [ ] 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 [ ] Merger [x] Security Agreement [ ] Change of Name [ ] Other Execution Date: August 1, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 76/392999 76/392977 76/393030 Additional number(s) attached [ ] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Ted Fikre Internal Address: Suite 3200 Street Address: 1100 S. Flower Street City: Los Angeles State: CA Zip: 90015

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$ 90.00 [x] Enclosed [ ] Authorized to be charged to deposit account 8. Deposit account number: (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. Tyler Y. Harvey Name of Person Signing Signature Date 5/5/03 Total number of pages including cover sheet, attachments, and document: 8

113/6133 EDP/DER 0000039 76392999

FC: 8521 40.00 DP FC: 8522 50.00 DP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002731 FRAME: 0636

## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), is effective as of the 1st day of August, 2002, by the Association of Volleyball Professionals, Inc., a Delaware corporation ("Debtor"), and Anschutz Entertainment Group, Inc., a Colorado corporation ("Secured Party").

### Recitals

A. Debtor and Secured Party have entered into a Credit and Security Agreement dated as of August 1, 2002 (the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor desires to grant Secured Party a security interest in the Trademarks (as defined in Section 1(a) below) and the goodwill of the business associated therewith and all registrations and applications therefor.

### Agreement

1. Grant of Security Interest. As partial security for the Obligations (as defined in the Credit Agreement), Debtor hereby pledges and assigns to Secured Party and grants to Secured Party a continuing security interest in all of the following, whether now owned or hereafter acquired (by operation of law or otherwise) (the "Collateral"):

(a) Trademarks. All trademarks, trademark applications and registrations, trade names and trade name applications and registrations, including without limitation, all trademarks and applications and registrations listed on Exhibit A, together with (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including without limitation, damages and payments for past, present and future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding, incident or relating thereto (collectively, the "Trademarks"), and together with the goodwill and assets of Debtor's business (including without limitation, Debtor's know-how, trade secrets, customer lists, proprietary information, inventions, methods, procedures and formulas) connected with the use of and symbolized by the Trademarks.

(b) Proceeds. All proceeds and products of, and all supporting obligations with respect to, any and all of the foregoing and, to the extent not otherwise included, any payments under insurance (whether or not Secured Party is the loss payee thereof) or under any indemnity, warranty or guaranty by reason of loss to or otherwise with respect to any of the foregoing.

2. Further Assurances. Debtor shall, at its expense and at any time and from time to time promptly execute and deliver all further instruments and documents and take all further action that may be reasonably necessary or that Secured Party may reasonably request in order (i) to perfect and protect the security interest created hereby and the first priority of such security

interest; (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral; or (iii) to otherwise effect the purposes of this Agreement, including without limitation (A) executing and filing such financing or continuation statements, or amendments thereto, as may be necessary or desirable or that Secured Party may request in order to perfect and preserve the security interest created hereby and (B) furnishing to Secured Party from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Secured Party may reasonably request, all in reasonable detail.

3. Binding Effect. This Agreement shall be binding upon Debtor and its successors and assigns, and shall inure to the benefit of Secured party and its respective successors and assigns.

4. Conflict. To the extent that any terms in this Agreement are inconsistent with or contradictory to terms in the Credit Agreement, the terms of the Credit Agreement shall govern.

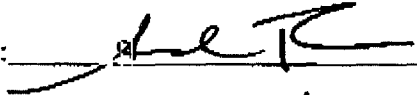
5. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and applicable laws of the United States of America.

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Executed as effective as of the date first set forth above.

DEBTOR:

ASSOCIATION OF VOLLEYBALL  
PROFESSIONALS, INC.  
a Delaware corporation

By: 

Name: Andrew Reif

Title: COO

SECURED PARTY:

ANSCHUTZ ENTERTAINMENT GROUP, INC.  
a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed as effective as of the date first set forth above.

DEBTOR:

ASSOCIATION OF VOLLEYBALL  
PROFESSIONALS, INC.  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SECURED PARTY:

ANSCHUTZ ENTERTAINMENT GROUP, INC.  
a Colorado corporation

By: Ted Fikre

Name: Ted Fikre

Title: Vice President

**EXHIBIT A****TRADEMARKS**

<u>Serial Number</u>	<u>Filing Date*</u>	<u>Description</u>
76/392999	April 8, 2002	Mark: AVP plus design
76/392977	April 8, 2002	Mark: AVP plus design
76/393030	April 8, 2002	Mark: AVP [block letters]

\* Date filed with the U.S. Patent and Trademark Office