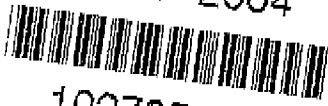


07-07-2004

7/1/04



102785029

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

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

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

1. Name of conveying party(ies):
Suns Legacy Partners, L.L.C.

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

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

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, as Collateral Agent
Internal
Address: _____
Street Address: 270 Park Avenue
City: New York State: NY Zip: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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
 Security Agreement Change of Name
 Other _____
 Execution Date: 6/30/2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 Please see attached
 Additional number(s) attached Yes No

B. Trademark Registration No.(s)
 Please see attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Ms. Penelope Agadoa
 Internal Address: Federal Research Corporation

 Street Address: 1030 Fifteenth Street NW
 Suite 920
 City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....\$ 590.00
 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.
 Elizabeth Steiner Elizabeth Steiner 7/1/04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: _____

07/08/2004 LIWELLER 00000009 76396639
01 FC:8521 40.00 OP
02 FC:8522 550.00 OP

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

TRADEMARK
REEL: 003017 FRAME: 0746

700147911

**TRADEMARK/TRADE NAMES OWNED BY SUNS LEGACY PARTNERS,
L.L.C.**

U.S. Trademark Applications/Registrations

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
1.	PHOENIX SUNS & Design C25	76396639	4/16/2002	United States
2.	PHOENIX SUNS & Design C38	2648325	11/12/2002	United States
3.	PHOENIX SUNS & Design C35	2504308	11/06/2001	United States
4.	PHX Basketball and Flame Design C28	2778135	10/28/2003	United States
5.	PHX Basketball and Flame Design C41	2518489	12/11/2001	United States
6.	PHX Basketball and Flame Design C25	2556935	4/2/2002	United States
7.	PHX Basketball and Flame Design C16	2598677	7/23/2002	United States
8.	PHX Basketball and Flame Design C9	2840532	5/11/2004	United States
9.	PHOENIX SUNS Secondary Logo C28	2834767	4/20/2004	United States
10.	PHOENIX SUNS Secondary Logo C16	2825428	3/23/2004	United States

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
11.	PHOENIX SUNS Secondary Logo C9	2636160	10/15/2002	United States
12.	PHOENIX SUNS Secondary Logo C41	2776015	10/21/2003	United States
13.	PHOENIX SUNS Secondary Logo C18	75887012	1/4/2000	United States
14.	PHOENIX SUNS Secondary Logo C25	2764632	9/16/2003	United States
15.	FASTBREAK C16	2366431	7/11/2000	United States
16.	PHOENIX SUNS & Design C9	2299905	12/14/1999	United States
17.	PHOENIX SUNS & Design C18	2227524	3/2/1999	United States
18.	Suns Secondary Road Uniform C41	2076766	7/08/1997	United States
19.	Suns Secondary Road Uniform C25	2186157	9/1/1998	United States
20.	Suns Road Uniform Design C41	2163052	6/9/1998	United States
21.	STAR BURST Design Only C25	1882292	3/7/1995	United States
22.	PHOENIX SUNS & Design C16, 25, 28, 41	1861768	11/8/1994	United States

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
23.	SUNS AND DESIGN (HARDWOOD CLASSICS LOGO) C25	78247503	5/8/2003	United States
24.	PHOENIX SUNS Secondary Logo C9, 16, 18, 25, 28, 35, 41	TMA570314	11/6/2002	Canada
25.	PHOENIX SUNS & Design C6, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 28, 35, 41, 42	TMA508106	2/16/1999	Canada
26.	PHX Basketball and Flame Design C9, 16, 18, 25, 28, 35, 41	TMA570313	11/6/2002	Canada
27.	PHOENIX SUNS AND DESIGN (1968-1992) HARDWOOD CLASSICS LOGO C24	TMA495393	5/28/1998	Canada
28.	PHOENIX SUNS AND DESIGN (1968-1992) HARDWOOD CLASSICS LOGO C6, 9, 14, 16, 18, 20, 21, 22, 24, 25, 28, 41	TMA449971	11/17/1995	Canada

SCHEDULE I
TO
GRANT OF SECURITY INTEREST
(Trademarks and Trademark Applications)
SEE ATTACHED PAGES

State Trademark Applications/Registrations

	Mark	Application/Registration No.	Registration Date	State in Use
1.	PHOENIX SUNS	AZ47291	5/6/1983	Arizona
2.	PHOENIX SUNS 6 TH MAN	AZ278582	9/25/2002	Arizona
3.	PHOENIX SUNS GORILLA'S JUNGLE	AZ278579	9/25/2002	Arizona
4.	6 TH MAN PROGRAM	AZ278581	9/25/2002	Arizona
5.	GORILLA'S JUNGLE	AZ278580	9/25/2002	Arizona
6.	ASSISTS FOR KIDD'S	AZ221046	10/29/1999	Arizona
7.	"LET YOURSELF GO"	AZ219358	9/28/2000	Arizona
8.	BACKCOURT 2000	AZ216393	8/5/1999	Arizona
9.	FANS FIRST	AZ213703	6/18/1999	Arizona
10.	Phoenix Suns C16 (State C38)	VA3824	8/30/1996	Virginia
11.	PHOENIX SUNS C25 (State C39)	VA3822	8/29/1996	Virginia
12.	PHOENIX SUNS & Design C26	MA63329	9/2/2003	Massachusetts
13.	EVERY EFFORT	AZ299231	7/23/2003	Arizona
14.	E2 (EVERY EFFORT)	AZ302989	7/23/2003	Arizona

Grant of Security Interest
(Trademarks and Trademark Applications)

WHEREAS, Suns Legacy Partners, L.L.C., a limited liability company duly organized and validly existing under the laws of the State of Delaware, (the "Grantor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule I, which trademarks and service marks are registered or applied for registration in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into that certain security agreement dated June 30, 2004 (the "Security Agreement") with JPMorgan Chase Bank, a New York banking corporation, as collateral agent for the Secured Parties thereunder (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has pledged to the Collateral Agent, for the ratable benefit of the Secured Parties, and has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest, in all of its right, title and interest in or to (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, and all extensions or renewals thereof, including those listed on Schedule I, and (b) all goodwill associated therewith or symbolized thereby (collectively, the "Collateral") as security for the payment or performance, as the case may be, in full of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as further security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in or to the Trademarks, subject to the terms and conditions of the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Collateral (including the Trademarks) 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 WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized on this 30th day of June, 2004.

SUNS LEGACY PARTNERS, L.L.C.

By: Suns Legacy Holdings, L.L.C., a
Delaware limited liability company,
its Manager

By: Suns Capital Group, L.L.C., a
Delaware limited liability company,
its Manager

By: 
Name: Robert Sarver
Title: Manager

SCHEDULE I
TO
GRANT OF SECURITY INTEREST
(Trademarks and Trademark Applications)
SEE ATTACHED PAGES

**TRADEMARK/TRADE NAMES OWNED BY SUNS LEGACY PARTNERS,
L.L.C.**

U.S. Trademark Applications/Registrations

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
1.	PHOENIX SUNS & Design C25	76396639	4/16/2002	United States
2.	PHOENIX SUNS & Design C38	2648325	11/12/2002	United States
3.	PHOENIX SUNS & Design C35	2504308	11/06/2001	United States
4.	PHX Basketball and Flame Design C28	2778135	10/28/2003	United States
5.	PHX Basketball and Flame Design C41	2518489	12/11/2001	United States
6.	PHX Basketball and Flame Design C25	2556935	4/2/2002	United States
7.	PHX Basketball and Flame Design C16	2598677	7/23/2002	United States
8.	PHX Basketball and Flame Design C9	2840532	5/11/2004	United States
9.	PHOENIX SUNS Secondary Logo C28	2834767	4/20/2004	United States
10.	PHOENIX SUNS Secondary Logo C16	2825428	3/23/2004	United States

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
11.	PHOENIX SUNS Secondary Logo C9	2636160	10/15/2002	United States
12.	PHOENIX SUNS Secondary Logo C41	2776015	10/21/2003	United States
13.	PHOENIX SUNS Secondary Logo C18	75887012	1/4/2000	United States
14.	PHOENIX SUNS Secondary Logo C25	2764632	9/16/2003	United States
15.	FASTBREAK C16	2366431	7/11/2000	United States
16.	PHOENIX SUNS & Design C9	2299905	12/14/1999	United States
17.	PHOENIX SUNS & Design C18	2227524	3/2/1999	United States
18.	Suns Secondary Road Uniform C41	2076766	7/08/1997	United States
19.	Suns Secondary Road Uniform C25	2186157	9/1/1998	United States
20.	Suns Road Uniform Design C41	2163052	6/9/1998	United States
21.	STAR BURST Design Only C25	1882292	3/7/1995	United States
22.	PHOENIX SUNS & Design C16, 25, 28, 41	1861768	11/8/1994	United States

	Mark	Application/Registration No.	Application/Registration Date	Country in Use
23.	SUNS AND DESIGN (HARDWOOD CLASSICS LOGO) C25	78247503	5/8/2003	United States
24.	PHOENIX SUNS Secondary Logo C9, 16, 18, 25, 28, 35, 41	TMA570314	11/6/2002	Canada
25.	PHOENIX SUNS & Design C6, 8, 9, 11, 14, 16, 18, 20, 21, 24, 25, 28, 35, 41, 42	TMA508106	2/16/1999	Canada
26.	PHX Basketball and Flame Design C9, 16, 18, 25, 28, 35, 41	TMA570313	11/6/2002	Canada
27.	PHOENIX SUNS AND DESIGN (1968-1992) HARDWOOD CLASSICS LOGO C24	TMA495393	5/28/1998	Canada
28.	PHOENIX SUNS AND DESIGN (1968-1992) HARDWOOD CLASSICS LOGO C6, 9, 14, 16, 18, 20, 21, 22, 24, 25, 28, 41	TMA449971	11/17/1995	Canada

State Trademark Applications/Registrations

	Mark	Application/Registration No.	Registration Date	State in Use
1.	PHOENIX SUNS	AZ47291	5/6/1983	Arizona
2.	PHOENIX SUNS 6 TH MAN	AZ278582	9/25/2002	Arizona
3.	PHOENIX SUNS GORILLA'S JUNGLE	AZ278579	9/25/2002	Arizona
4.	6 TH MAN PROGRAM	AZ278581	9/25/2002	Arizona
5.	GORILLA'S JUNGLE	AZ278580	9/25/2002	Arizona
6.	ASSISTS FOR KIDD'S	AZ221046	10/29/1999	Arizona
7.	"LET YOURSELF GO"	AZ219358	9/28/2000	Arizona
8.	BACKCOURT 2000	AZ216393	8/5/1999	Arizona
9.	FANS FIRST	AZ213703	6/18/1999	Arizona
10	Phoenix Suns C16 (State C38)	VA3824	8/30/1996	Virginia
11	PHOENIX SUNS C25 (State C39)	VA3822	8/29/1996	Virginia
12	PHOENIX SUNS & Design C26	MA63329	9/2/2003	Massachusetts
13	EVERY EFFORT	AZ299231	7/23/2003	Arizona
14	E2 (EVERY EFFORT)	AZ302989	7/23/2003	Arizona

3