

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TRAIL BLAZER INC.		12/07/2007	INC. ASSOCIATION: OREGON

RECEIVING PARTY DATA

Name:	JP MORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	P.O. BOX 2558
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	NATIONAL ASSOCIATION:

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2988877	BLAZE
Registration Number:	3142807	
Registration Number:	2857942	
Registration Number:	1892082	BLAZERS
Registration Number:	2280407	BLAZERS
Registration Number:	2405184	BLAZERS
Registration Number:	2604256	BLAZERS
Registration Number:	2609326	BLAZERS
Registration Number:	2692596	BLAZERS
Registration Number:	2872511	BLAZERS
Registration Number:	2854931	BLAZERS
Registration Number:	2915031	BLAZERS
Registration Number:	2867710	PORTLAND BLAZERS
Registration Number:	2968037	PORTLAND BLAZERS

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Registration Number:	2858751	PORTLAND BLAZERS
Registration Number:	2872512	PORTLAND BLAZERS
Registration Number:	2752900	PORTLAND BLAZERS
Registration Number:	2770324	PORTLAND BLAZERS
Registration Number:	2761669	PORTLAND BLAZERS AND DESIGN
Registration Number:	3072022	PORTLAND TRAIL BLAZERS
Registration Number:	1104970	BLAZERS
Registration Number:	1774223	BLAZERS
Registration Number:	2638704	BLAZERS COMMUNITY RELATIONS
Registration Number:	932026	
Registration Number:	1842744	
Registration Number:	2952294	PORTLAND TRAIL BLAZERS
Registration Number:	3100140	PORTLAND TRAIL BLAZERS
Registration Number:	1815000	PTB
Registration Number:	2469361	RIP CITY
Registration Number:	2538597	RIPCITY
Registration Number:	2469350	RIP CITY
Registration Number:	3020689	RIP CITY
Registration Number:	2542282	RIP CITY ONLINE
Registration Number:	2538598	RIPCITYONLINE
Registration Number:	934223	TRAIL BLAZERS
Registration Number:	2944825	WHEEL BLAZERS

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	32447
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/

Date:

12/13/2007

Total Attachments: 6

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Grant of Security Interest

(Trademarks and Trademark Applications)

WHEREAS, TRAIL BLAZERS Inc, an Oregon corporation duly incorporated and validly existing under the laws of the State of Oregon (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 as of December 7, 2007 (the "Security Agreement") with JPMorgan Chase Bank, N.A., 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; provided that applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral, 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

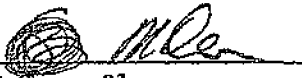
Trademarks) are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grant of Security Interest - Portland

TRADEMARK
REEL: 003678 FRAME: 0930

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized on this 7th day of December, 2007.








TRAIL BLAZERS INC.


By: 
Name: Gregg Olson
Title: SVP/Chief Financial Officer

Grant of Security Interest - Portland

TRADEMARK
REEL: 003678 FRAME: 0931

SCHEDULE I
TO
GRANT OF SECURITY INTEREST
U.S. Trademark Applications/Registrations

Mark	Reg. No.	Reg. Date
	2988877	8/30/2005
	3142807 2857942	9/12/2006 6/29/2004
	1892082 2280407 2405184 2604256 2609326 2692596	5/2/1995 9/28/1999 11/21/2000 8/6/2002 8/20/2002 3/4/2003
	2872511 2854931 2915031	8/10/2004 6/15/2004 12/28/2004
	2867710 2968037 2858751 2872512 2752900 2770324 2761669 3072022	7/27/2004 7/12/2005 6/29/2004 8/10/2004 8/19/2003 9/30/2003 9/9/2003 3/21/2006
Blazers (typed drawing)	1104970 1774223	10/24/1978 6/1/1993
 Blazers Community Relations	2638704	10/22/2002
 Design of Black & Red Swirls (Blazers Logo- Pinwheel)	932026 1842744	4/4/1972 7/5/1994
Portland Trail Blazers (located in IP - Blazers Vol. 1 of 2 file)	2952294 3100140	5/17/2005 6/6/2006

Mark	Reg. No.	Reg. Date
	1815000	1/20/2001
Rip City (in words only)	2469361 2538597 2469350 3020689	7/17/2001 2/12/2002 7/17/2001 11/29/2005
Rip City Online (search under both ripcityonline & rip city online)	2542282 2538598	2/26/2002 2/12/2002
Trail Blazers	934223	5/16/1972
Wheel Blazers	2944825	4/26/2005
Rise With Us	Pending	Pending
Make It Better	Pending	Pending

State Trademark Applications/Registrations

Mark	Reg. No.	Reg. Date
Blazers	S12697	10/31/1977
BlazerVision	S30306	3/13/1996
Design of Black & Red Swirl (Blazers Logo - Pinwheel)	S12700	10/31/1977
"Rip City" In Words Only	T/S25195	4/19/1991
Rip City TV	S30307	3/13/1996
Trail Blazers	S12696	10/31/1977