

10-30-1998

REC



100864966

10-26-98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies):

Submission Type

- New
- Resubmission Document ID #
- Correction of PTO Error Reel # Frame #
- Corrective Document Reel # Frame #

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment
- Effective Date Month Day Year
- Notice of Security Interest In and Assignment of Patents and Trademarks

Conveying Party

Mark if additional names of conveying parties attached

Name Baltimore Ravens Limited Partnership

Execution Date Month Day Year 09 19 1997

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization - Maryland

Receiving Party

Mark if additional names of receiving attached

Name Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1) One Federal Street

Address (line 2)

Address (line 3) Boston MA State/Country 02110 Zip Code

- Individual
 - General Partnership
 - Limited Partnership
 - Corporation
 - Association
 - Other - National Banking Association
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/29/1998 SBURMS 00000050 2181149

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 50.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1809 FRAME: 0058

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

5

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

4 2181149
RAVENS 4 2181148
BALTIMORE RAVENS 2177214

Number of Properties

Enter the total number of properties involved

3

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$90.00 £

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: # 07-1700

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

E. Matson Sibble, Jr.
Name and Person Signing

E. Matson Sibble, Jr.
Signature

October 23, 1998
Date Signed

**NOTICE OF SECURITY INTEREST IN
AND ASSIGNMENT OF PATENTS AND TRADEMARKS**

THIS NOTICE OF SECURITY INTEREST IN AND ASSIGNMENT OF PATENTS AND TRADEMARKS ("Notice") is made as of September 19, 1997 by BALTIMORE RAVENS LIMITED PARTNERSHIP, a Maryland limited partnership ("BRLP").

A. BRLP has two partners, Baltimore Ravens, Inc., a Delaware corporation ("BRI"), and Baltimore Stadium Company, LLC, a Maryland limited liability company ("BSC").

B. BRI has entered into a Credit Agreement dated as of even date herewith (the "BRI Credit Agreement") with the lenders party thereto and their successors and assigns (the "Lenders") and Fleet National Bank, as Agent (the "Bank Agent") pursuant to which the Lenders have extended certain credit facilities in favor of BRI.

C. BSC has entered into a Credit Agreement dated as of even date herewith (the "BSC Credit Agreement" and together with the BRI Credit Agreement, the "Credit Agreements") with the lenders party thereto and their successors and assigns (the "Lenders") and Fleet National Bank, as Agent (the "Bank Agent") pursuant to which the Lenders have extended certain credit facilities in favor of BSC.

D. BRI has entered into Note Purchase Agreements dated as of even date herewith (the "BRI Note Purchase Agreements") with the institutions party thereto and their successors and assigns (the "Noteholders") pursuant to which the Noteholders have purchased and the Pledgor has sold its 8.03% Senior Secured Notes due July 2012 in the aggregate principal amount of \$28,500,000.

E. BSC has entered into Note Purchase Agreements dated as of even date herewith (the "BSC Note Purchase Agreements" and together with the BRI Note Purchase Agreement, the "Note Purchase Agreements") with the institutions party thereto and their successors and assigns (the "Noteholders") pursuant to which the Noteholders have purchased and the Pledgor has sold its 8.03% Senior Secured Notes due July 2012 in the aggregate principal amount of \$66,500,000.

F. The present and future obligations and indebtedness of BRI and BSC owing under the Credit Agreements and the Note Purchase Agreements and all related agreements, including, without limitation, the obligations to pay the indebtedness from time to time evidenced by notes issued thereunder and obligations to pay interest, commitment fees, charges, expenses, the Make-Whole Amount (as defined in the Note Purchase Agreements) and indemnification from time to time owed thereunder and obligations of BRLP to the NFL under the NFL Consent Letter (as such terms are defined in the Credit Agreements and Note Purchase Agreements) are referred to herein as the "BRI and BSC Secured Obligations."

G. In connection with the Credit Agreements and the Note Purchase Agreements, Fleet National Bank, as collateral agent (the "Collateral Agent") and BRLP are entering into a BRLP Security Agreement (as defined in the Credit Agreements and Note Purchase Agreements), pursuant to which, among other things, BRLP has granted to the Collateral Agent to secure the BRI and BSC Secured Obligations a security interest in all of its assets, including certain of its intellectual property.

WHEREAS, BRLP has adopted, used and is using, and is the owner of, the trademarks and patents set forth on Schedule A attached hereto, which federal trademarks and patents are registered in the United States Patent and Trademark Office (or for which applications for such registration have been filed and are pending) and are included in the Collateral (defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the BRLP Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the BRLP Security Agreement, BRLP has granted to the Collateral Agent, on behalf of the Lenders and Noteholders, a security interest in, among other things, the following "Collateral": general intangibles, including, without limitation, all inventions, processes, formulas, licenses, patents, patent rights, copyrights, copyright rights, trademarks, trademark rights, service marks, service mark rights, trade names, trade name rights and other like business property rights, including to the extent such security interest (and the related assignment) is permitted by law, all permits, licenses and entitlements necessary for operation of equipment, and all applications to acquire any such rights, now owned or hereafter acquired by BRLP or on file or for which application may at any time be made in the future by BRLP, and specifically excluding "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Latham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

Without limiting the generality of the foregoing, but subject to the foregoing, pursuant to the BRLP Security Agreement, BRLP has granted to the Collateral Agent a security interest in the trademarks and patents set forth on Schedule A hereto and in the registrations of such trademarks in the United States Patent and Trademark Office (and the applications for such registration), and in all goodwill appurtenant to, associated with or symbolized by such trademarks and/or the registration thereof.

2. Pursuant to the Security Agreement, BRLP will not hereafter sell or offer to sell or otherwise transfer the Collateral or any interest therein, or grant any rights or interests thereto or therein, except for licenses of the Collateral in the ordinary course of business.

3. BRLP will report any new trademark filings and will notify the Collateral Agent if any of the Collateral has been abandoned or canceled.

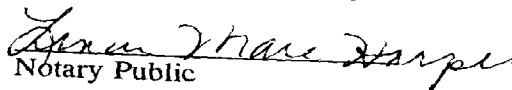
4. BRLP and the Collateral Agent do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

5. This instrument is made pursuant to the Security Agreement. BRLP 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 BRLP's rights or interests comprising or connected with the Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

[END OF TEXT]

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known, who being by me duly sworn, declared that he is the President of Baltimore Ravens, Inc., the corporation described in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.


Notary Public

My commission expires:
MY COMMISSION EXPIRES
FEBRUARY 9, 2004

EXHIBIT A

List of Trademarks

<u>Federal Trademarks</u>	<u>Registration Number</u>
4	2181149
RAVENS 4	2181148
BALTIMORE RAVENS	2177214

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