

12-15-1998



100922696

STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

- 1. Name and address of conveying party:

BankBoston, N.A.,  
 f/k/a The First National Bank of Boston  
 100 Federal Street  
 Boston, MA 02110

*MED*  
*12-10-98*

A national banking association.

- 2. Name and address of receiving party:

New England Patriots L.P.  
 One Boston Place, 34<sup>th</sup> Floor  
 Boston, MA 02108

*440E*

A Delaware limited partnership.

If assignee is not domiciled in the United States, a domestic representative designation is attached: \_\_\_

(Designation must be a separate document from Assignment)

- 3. Nature of conveyance: Release dated as of November 10, 1998, and attached hereto as Exhibit 1.

- 4. Registration numbers:

<u>Trademark</u>	<u>Serial No.</u>	<u>Application Date</u>
<u>Applications</u>		

See Schedule A attached hereto

12/11/1998 DNGUYEN 00000313 1295023

01 FC:481	40.00 DP
02 FC:482	400.00 DP

See Schedule A attached hereto

5. Name and address of party to whom correspondence concerning document should be mailed:

Jennifer K. Godsil, Esq.  
Bingham Dana LLP  
150 Federal Street  
Boston, MA 02110

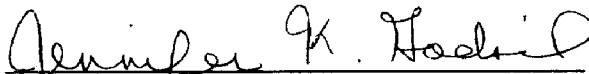
6. Total number of applications and registrations involved: 17

7. Total fee enclosed: \$440.00

8. Deposit account number: **[Not applicable]**

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.



Name: Jennifer K. Godsil

Date: December 9, 1998

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

SCHEDULE A

United States Trademarks

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
1,295,023	7 & Design	September 11, 1984
1,230,456	7 & Design	March 8, 1983
995,096	Design	October 8, 1974
995,095	NEW ENGLAND PATRIOTS	October 8, 1974
948,384	Design	December 5, 1972
949,536	PATRIOTS	December 26, 1972
979,465	Design	February 26, 1974
948,574	PATRIOTS	December 12, 1972

<u>Application No.</u>	<u>Mark</u>	<u>Filing Date</u>
74/403499	7 and Design	June 18, 1993
74/403498	7 and Design	June 18, 1993
74/402777	Design	June 18, 1993
74/374929	Design	April 2, 1993
74/374928	Patriots & Design	April 2, 1993
74/324927	Patriots & Design	April 2, 1993
74/327926	Design	April 2, 1993
74/322506	NEW ENGLAND PATRIOTS	October 15, 1992
74/322505	Design	October 15, 1992

REEL 116 FRAME 202  
TRADEMARK

RELEASE

This RELEASE is given as of this 10<sup>th</sup> day of November, 1998 by BankBoston, N.A., formerly known as The First National Bank of Boston, a national banking association ("Assignor"), located at 100 Federal Street, Boston, Massachusetts, in favor of New England Patriots, L.P., a Delaware limited partnership ("Assignee"), located at One Boston Place, Boston, Massachusetts 02108.

WHEREAS, pursuant to a Collateral Assignment of Trademarks and Trademark Applications dated February 25, 1994 (the "Security Agreement"), by and between Assignee and Assignor, Assignee collaterally assigned to, and created a security interest in favor of Assignor, with the power of sale to the extent permitted by applicable law and the NFL Constitution, in and to all of Assignee's (a) then owned or existing or thereafter acquired or arising trademarks, trademark applications, service mark, registered service marks and service mark applications including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service applications, and (i) all renewals thereof, (ii) all income royalties, damages and payments then and thereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Assignee's rights corresponding thereto throughout the world (collectively, the "Trademarks") and (b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Assignee is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all assets then or thereafter owned by the Assignee and then or thereafter covered by such license (collectively, the "Licenses"), which security interest was recorded in the United States Patent and Trademark Office on March 8, 1994 at Reel 1116/Frame 0191;

WHEREAS, pursuant to a First Amendment to Collateral Assignment of Trademarks and Trademark Applications dated as of July 8, 1994 (the "Amended Security Agreement"), by and between Assignee and Assignor, Assignee ratified and reaffirmed the Security Agreement obligations of Assignee to Assignor, which security interest was recorded in the United States Patent and Trademark Office on December 5, 1994 at Reel 1258/Frame 0147;

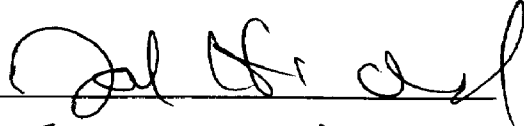
WHEREAS, pursuant to a Third Amendment to Collateral Assignment of Trademarks and Trademark Applications dated as of July 8, 1994 (the "Third Amended Security Agreement"), by and between Assignee and Assignor, Assignee ratified and reaffirmed the Security Agreement obligations of Assignee to Assignor, which security interest was recorded in the United States Patent and Trademark Office on December 13, 1996 at Reel 1538/Frame 0141;

WHEREAS, the Assignee has fully satisfied all of its obligations under the above referenced security agreements and Assignor desires to release its security interest in and the collateral assignment of the Trademarks and the Licenses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in and the collateral assignment of the Trademarks and Licenses and reassigns any and all interest that it may have in the Trademarks and Licenses to Assignee.

IN WITNESS WHEREOF, Assignor has caused this RELEASE to be duly executed by its officer thereunder duly authorized as of the date above first written.

ASSIGNOR  
BankBoston, N.A.

By: 

Name: Jared H. Ward

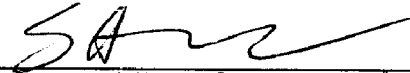
Title: Authorized Officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

November 10, 1998

Then personally appeared the above named Jared H. Ward, the Authorized Officer of BankBoston, N.A. and acknowledged the foregoing to be the free act and deed of BankBoston, N.A., before me,



Notary Public Scott C. Dew

My Commission Expires: 7/29/99

KJL/jlk  
343819.1

SCHEDULE A

United States Trademarks

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1,295,023	7 & Design	September 11, 1984
1,230,456	7 & Design	March 8, 1983
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74/403499	7 and Design	June 18, 1993
74/403498	7 and Design	June 18, 1993
74/402777	Design	June 18, 1993
74/374929	Design	April 2, 1993
74/374928	Patriots & Design	April 2, 1993
74/324927	Patriots & Design	April 2, 1993
74/327926	Design	April 2, 1993
74/322506	NEW ENGLAND PATRIOTS	October 15, 1992
74/322505	Design	October 15, 1992

REEL 116 FRAME 202  
TRADEMARK

State Trademark Registrations

Louisiana

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
N/A	Design	January 15, 1986
N/A	Design	January 15, 1986
N/A	Design	January 15, 1986
N/A	New England Patriots	January 15, 1986
N/A	Design	January 15, 1986
N/A	Design	January 15, 1986
N/A	New England Patriots	January 15, 1986
N/A	Design	January 15, 1986
N/A	Design	January 15, 1986
N/A	Design	January 15, 1986
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N/A	New England Patriots	January 15, 1986
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N/A	New England Patriots	January 15, 1986
N/A	Design	January 15, 1986
N/A	Design	January 15, 1986

Massachusetts

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
0048020	PATRIOTS ITS A WHOLE NEW BALL GAME	April 13, 1993
0033606	THE PATRIOTS SPIRITS	February 14, 1993
0027472	PATRIOTS	November 29, 1976
0027471	NEW ENGLAND PATRIOTS	November 29, 1976
0027470	Design	November 29, 1976
0033604	THE PATRIOTS SPITITS	February 14, 1983
0033605	THE PATRIOTS SPIRITS	February 14, 1983

TRADEMARK  
 0033606

Canadian Trademarks

<u>Registration No.</u>	<u>Mark</u>	<u>Issue Date</u>
TMA256892	PATRIOTS	March 13, 1981
TMA249489	NEW ENGLAND PATRIOTS	August 15, 1980
TMA256891	NEW ENGLANDER	March 13, 1981
TMA256890	Man On Helmet	March 13, 1981

<u>Application No.</u>	<u>Mark</u>	<u>Filing Date</u>
731158	PATRIOTS & Design	June 16, 1993
731157	Helmet & Design	June 16, 1993
731155.	Design	June 16, 1993

TRADEMARK

FILED 11 16 1993



Licenses

None.

02D026.CWS/mas

TRADEMARK

FEB 11 16 1994



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INTERNATIONAL TRADEMARK OFFICE

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