



01-06-1999



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12/23/98

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- 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.)

FOR OFFICE USE ONLY

01/06/1999 JWA/TKS 01000085 74706358

40.00 OF
50.00 OF

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: 1832 FRAME: 0405

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text" value="74/706,358"/>	<input type="text" value="74/666,081"/>	<input type="text"/>	<input type="text" value="971,048"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

Francis Hsueh



12/16/98

Name of Person Signing

Signature

Date Signed

SCHEDULE E
to
Security Agreement
dated as of November 12, 1998
by The St. Louis Rams Partnership
in favor of
NationsBank, N.A., as Collateral Agent

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

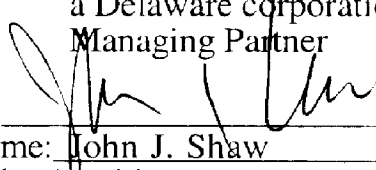
Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998 (the "Security Agreement"), by and among The St. Louis Rams Partnership (the "Borrower"), and NationsBank, N.A., acting as collateral agent for the Purchasers, the Bank Investors and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Collateral Agent") the Borrower has granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations and applications shown on the attached Schedule A hereto.

The security interest in and to and right of set-off against the attached trademarks and service marks and trademark and service mark registrations and application is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement. In the event an irreconcilable conflict between the terms of the Security Agreement and the terms of this Notice of Conditional Assignment and Grant of Security Interest in Trademarks this Notice shall control.

Very truly yours,

THE ST. LOUIS RAMS PARTNERSHIP
A Delaware general partnership

By: The Rams Football Company, Inc.,
a Delaware corporation, its
Managing Partner

By 
Name: John J. Shaw
Title: President

Acknowledged and Accepted:

NATIONSBANK, N.A.
as Collateral Agent

By: _____
Name:
Title:

The security interest in and to and right of set-off against the attached trademarks and service marks and trademark and service mark registrations and application is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement. In the event an irreconcilable conflict between the terms of the Security Agreement and the terms of this Notice of Conditional Assignment and Grant of Security Interest in Trademarks this Notice shall control.

Very truly yours,

THE ST. LOUIS RAMS PARTNERSHIP
A Delaware general partnership

By: The Rams Football Company, Inc.,
a Delaware corporation,
its Managing Partner

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

NATIONSBANK, N.A.
as Collateral Agent

By: W. Elliott McCabe
Name: W. ELLIOTT McCABE
Title: SENIOR VICE PRESIDENT

STATE OF MISSOURI

COUNTY OF ST. LOUIS

I, TERRI L. FENWICK, a Notary Public of the County and State aforesaid, certify that John J. Shaw, personally came before me this day and acknowledged that (s)he is President of St. Louis Rams Partnership, a Delaware partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as President.

WITNESS my hand and official stamp or seal, this 11th day of November, 1998.

TERRI L. FENWICK

Notary Public
TERRI L. FENWICK

My Commission Expires:

November 19, 1999

(Notary Seal)

TERRI L. FENWICK
Notary Public, State of Missouri
County of St. Louis
My Commission Expires 11-19-99

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is [_____] of NationsBank, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/her in its name as _____.

WITNESS my hand and official stamp or seal, this _____ day of November, 1998.

Notary Public

My Commission Expires:

(Notary Seal)

SCHEDULE A

I. FEDERAL REGISTRATIONS

MARK	REG. NO.	REG. DATE	RECORD OWNER
RAMS	971,048	10/16/73	St. Louis Rams Partnership
ST. LOUIS RAMS	74-706,358	4/26/1995	St. Louis Rams Partnership
ST. LOUIS RAMS	74-666,081	4/26/95	St. Louis Rams Partnership

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
RAMS & Design	Missouri	13,737	9/19/96	St. Louis Rams Partnership
ST. LOUIS RAMS and Design	Missouri	13,221	5/2/95	St. Louis Rams Partnership
RAMS	California	5,026	12/21/76	St. Louis Rams Partnership