

01-06-1999



100934119

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

12/23/98

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

Name  Execution Date  
Month Day Year

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

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: 1835 FRAME: 0756

**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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,072,557"/>	<input type="text" value="1,888,392"/>	<input type="text" value="1,842,999"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,355,846"/>	<input type="text" value="1,230,457"/>	<input type="text" value="1,224,587"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,188,159"/>	<input type="text" value="1,188,158"/>	<input type="text" value="1,079,082"/>

**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

12/21/98

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

**Conveying Party**

Enter Additional 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**

Enter Additional 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 the Assignment.)

**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"/>	<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"/>
<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" value="1,041,484"/>	<input type="text" value="953,350"/>	<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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**SCHEDULE E**  
to  
Security Agreement  
dated as of November 12, 1998  
by Buffalo Bills, Inc.  
in favor of  
NationsBank, N.A., as Collateral Agent

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

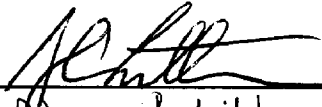
Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998 (the "Security Agreement"), by and among Buffalo Bills, Inc. (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,

BUFFALO BILLS, INC.

By:   
Name: Jeffrey C. Littmann  
Title: Treasurer

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,

BUFFALO BILLS, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Acknowledged and Accepted:

NATIONSBANK, N.A.

as Collateral Agent

By: Christopher P. Browder

Name: CHRISTOPHER P. BROWDER

Title: MANAGING DIRECTOR



STATE OF NEW YORK

COUNTY OF ERIE

I, JAMES R. OVERDORF, a Notary Public of the County and State aforesaid, certify that JEFFREY C. LITMANN, personally came before me this day and acknowledged that (s)he is TREASURER of Buffalo Bills, Inc., a New York corporation, 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 TREASURER.

WITNESS my hand and official stamp or seal, this 10<sup>th</sup> day of November, 1998.

James R. Overdorf  
Notary Public

My Commission Expires:

**JAMES R. OVERDORF**  
**Notary Public, State of New York**  
**(Notary # 03215054013)**  
**Commission Expires January 2, 2000**

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

### FEDERAL REGISTRATIONS

MARK	REG. NO.	REG. DATE	RECORD OWNER
BUFFALO BILLS EXPERIENCE	2,072,557	6/17/97	Buffalo Bills, Inc.
DESIGN ONLY	1,888,392	4/11/95	Buffalo Bills, Inc.
BUFFALO BILLS	1,842,999	7/05/94	Buffalo Bills, Inc.
DESIGN ONLY	1,355,846	8/20/85	Buffalo Bills, Inc.
7 and Design	1,230,457	3/8/83	Buffalo Bills, Inc.
7 and Design	1,224,587	1/18/83	Buffalo Bills, Inc.
BUFFALO BILLS	1,188,159	1/26/82	Buffalo Bills, Inc.
BUFFALO BILLS and Design	1,188,158	1/26/82	Buffalo Bills, Inc.
BILLS	1,079,082	12/6/77	Buffalo Bills, Inc.
DESIGN ONLY	1,041,484	6/15/76	Buffalo Bills, Inc.
BUFFALO BILLS	953,350	2/13/73	Buffalo Bills, Inc.

### STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
BUFFALO BILLS	Arizona	36,849	1/19/96	Buffalo Bills, Inc.
BILLS	Arizona	36,848	1/19/96	Buffalo Bills, Inc.
DESIGN ONLY	Arizona	36,847	1/19/96	Buffalo Bills, Inc.
BUFFALO BILLS	California	96,967	1/11/93	Buffalo Bills, Inc.
BUFFALO BILLS	California	96,951	1/06/93	Buffalo Bills, Inc.
BUFFALO BILLS	California	96,947	1/06/93	Buffalo Bills, Inc.
DESIGN ONLY	Florida	T13,972	1/15/91	Buffalo Bills, Inc.
BUFFALO BILLS	Florida	T13,971	1/15/91	Buffalo Bills, Inc.
BILLS	Florida	T13,970	1/15/91	Buffalo Bills, Inc.
DESIGN ONLY	Florida	T13,969	1/15/91	Buffalo Bills, Inc.
BILLS	Georgia	T13,297	1/21/94	Buffalo Bills, Inc.



BILLS	Georgia	T13,296	1/21/94	Buffalo Bills, Inc.
BUFFALO BILLS	Georgia	T13,295	1/21/94	Buffalo Bills, Inc.
BUFFALO BILLS	Georgia	T13,294	1/21/94	Buffalo Bills, Inc.
DESIGN ONLY	Georgia	T13,245	12/30/93	Buffalo Bills, Inc.
DESIGN ONLY	Georgia	T13,244	12/30/93	Buffalo Bills, Inc.
BILLS	Minnesota	18,764	1/22/92	Buffalo Bills, Inc.
BUFFALO BILLS	Minnesota	18,760	1/21/92	Buffalo Bills, Inc.
BUFFALO BILLS	Minnesota	18,759	1/21/92	Buffalo Bills, Inc.
DESIGN ONLY	Minnesota	18,753	1/17/92	Buffalo Bills, Inc.
DESIGN ONLY	Minnesota	18,752	1/17/92	Buffalo Bills, Inc.
DESIGN ONLY	Minnesota	18,751	1/17/92	Buffalo Bills, Inc.
DESIGN ONLY	Minnesota	18,750	1/17/92	Buffalo Bills, Inc.
DESIGN ONLY	Minnesota	18,749	1/17/92	Buffalo Bills, Inc.
DESIGN ONLY	Minnesota	18,748	1/17/92	Buffalo Bills, Inc.
BILLS 35 1960 1994 and Design	New York	R27,813	12/05/94	Buffalo Bills, Inc.
DESIGN ONLY	New York	R27,180	1/29/93	Buffalo Bills, Inc.
BILLS	New York	R27,179	1/29/93	Buffalo Bills, Inc.
BUFFALO BILLS	New York	R27,178	1/29/93	Buffalo Bills, Inc.
DESIGN ONLY	New York	S27,177	1/29/93	Buffalo Bills, Inc.
UN-BILL-IEVABLE	New York	R27,176	1/22/93	Buffalo Bills, Inc.
THE ELECTRIC COMPANY...BUFFALO BILLS	New York	R27,129	12/10/92	Buffalo Bills, Inc.
YEAR OF THE BUFFALO, 1990 and Design	New York	R26,408	1/8/91	Buffalo Bills, Inc.
BLIZZARD DEFENSE	New York	R25,924	12/12/89	Buffalo Bills, Inc.
BILLS	New York	S3,739	10/12/76	Buffalo Bills, Inc.
DESIGN ONLY	New York	S3,172	7/24/75	Buffalo Bills, Inc.
DESIGN ONLY	New York	S3,171	7/24/75	Buffalo Bills, Inc.
DESIGN ONLY	New York	S3,170	7/24/75	Buffalo Bills, Inc.
DESIGN ONLY	New York	S3,169	7/24/75	Buffalo Bills, Inc.
DESIGN ONLY	New York	S3,168	7/24/75	Buffalo Bills, Inc.
BUFFALO BILLS	New York	S3,167	7/24/75	Buffalo Bills, Inc.

# CANADIAN REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
BUFFALO BILLS	TMA267,622	3/26/82	Buffalo Bills, Inc.
BILLS and Design	TMA249,763	8/22/80	Buffalo Bills, Inc.
DESIGN ONLY	0740,648	11/04/93	Buffalo Bills, Inc.
DESIGN ONLY	0740,645	11/04/93	Buffalo Bills, Inc.

221463.03-New YorkS7A

RECORDED: 12/23/1998

TRADEMARK  
REEL: 1835 FRAME: 0765