

01-06-1999



100934123

12/23/98

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) of 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/AKATA

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: 0804

**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="1,857,958"/>	<input type="text" value="1,849,868"/>	<input type="text" value="1,807,453"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,692,037"/>	<input type="text" value="1,285,595"/>	<input type="text" value="1,224,590"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,085,091"/>	<input type="text" value="982,132"/>	<input type="text" value="981,462"/>

**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

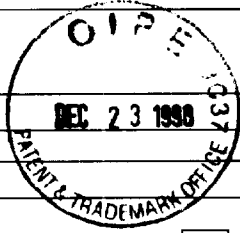
Execution Date

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

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**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)**

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**Registration Number(s)**

974,208	974,207	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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SCHEDULE E

to

Security Agreement

dated as of November 12, 1998

by KANSAS CITY CHIEFS FOOTBALL CLUB, 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 Kansas City Chiefs Football Club, 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,

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.

  
By: \_\_\_\_\_  
Name: Jack W. Steadman  
Title: CHAIRMAN

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,

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.

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

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

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

Acknowledged and Accepted:

NATIONSBANK, N.A.

as Collateral Agent

By: 

Name: CHRISTOPHER C. BREWER

Title: MANAGING DIRECTOR

STATE OF Missouri )  
 ) S.S.  
COUNTY OF Jackson )

I, Janey M. Sturgis, a Notary Public of the County and State aforesaid, certify that Jack W. Steadman, personally came before me this day and acknowledged that ~~he~~ he is Chairman of Kansas City Chiefs Football Club, Inc., a Texas 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 Chairman.

WITNESS my hand and official stamp or seal, this 9th day of November, 1998.

Janey M. Sturgis  
Notary Public

My Commission Expires:

**JANEY M. STURGIS**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI**  
(Notary Seal)  
**My Commission Expires: 11-13-01**

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
DESIGN ONLY	1,857,958	10/11/94	Kansas City Chiefs Football Club, Inc.
KC and Design	1,849,868	8/16/94	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	1,807,453	11/30/93	Kansas City Chiefs Football Club, Inc.
KC WOLF	1,692,037	6/09/92	Kansas City Chiefs Football Club, Inc.
7 and Design	1,285,595	7/10/84	Kansas City Chiefs Football Club, Inc.
7 and Design	1,224,590	1/18/83	Kansas City Chiefs Football Club, Inc.
CHIEFS	1,085,091	2/07/78	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS KC and Design	982,132	4/09/74	Kansas City Chiefs Football Club, Inc.
KC CHIEFS and Design	981,462	3/26/74	Kansas City Chiefs Football Club, Inc.
KC and Design	974,208	11/27/73	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	974,207	11/27/73	Kansas City Chiefs Football Club, Inc.

**II. STATE REGISTRATIONS**

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
CHIEFS and Design	Arizona	36,843	1/19/96	Kansas City Chiefs Football Club, Inc.
KC and Design	Arizona	36,841	1/19/96	Kansas City Chiefs Football Club, Inc.
CHIEFS	Georgia	T13,300	1/21/94	Kansas City Chiefs Football Club, Inc.
CHIEFS	Georgia	T13,298	1/21/94	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	Georgia	T13,243	12/30/93	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS (Stylized Letters)	Georgia	T13,242	12/30/93	Kansas City Chiefs Football Club, Inc.
KC and Design	Georgia	T13,241	12/30/93	Kansas City Chiefs Football Club, Inc.
KC and Design	Georgia	T13,240	12/30/93	Kansas City Chiefs Football Club, Inc.
THE TRIBE KC and Design	Missouri	11,672	10/23/91	Kansas City Chiefs Football Club, Inc.
SCALP EM CHIEFS #1 TOMAHAWK CLUB KANSAS CITY CHIEFS KC and Design	Missouri	11,646	10/11/91	Kansas City Chiefs Football Club, Inc.
TOMAHAWK CLUB... SCALP EM CHIEFS! KC and Design	Missouri	11,645	10/11/91	Kansas City Chiefs Football Club, Inc.
WOLFPACK (Stylized Letters)	Missouri	None available	11/01/89	Kansas City Chiefs Football Club, Inc.
SIC EM CHIEFS! and Design	Missouri	9,624	7/30/87	Kansas City Chiefs Football Club, Inc.
KS KANSAS CITY CHIEFS	Missouri	5,591	12/01/76	Kansas City Chiefs Football Club, Inc.
KC and Design	Missouri	5,590	12/1/76	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	Missouri	5,160	3/18/75	Kansas City Chiefs Football Club, Inc.
KC and Design	Missouri	5,159	3/18/75	Kansas City Chiefs Football Club, Inc.



### III. CANADIAN REGISTRATIONS

MARK	REG. NO.	REG. DATE	RECORD OWNER
CHIEFS and Design	TMA256.902	3/13/81	Kansas City Chiefs Football Club, Inc.
KC and Design	TMA256.901	3/13/81	Kansas City Chiefs Football Club, Inc.
KC and Design	TMA256.900	3/13/81	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	TMA249.493	8/15/80	Kansas City Chiefs Football Club, Inc.

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RECORDED: 12/23/1998

TRADEMARK  
REEL: 1835 FRAME: 0812