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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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name B&B Holdings, Inc.

11 12 98

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization Arizona

Receiving Party

Mark if additional names of receiving parties attached

Name NationsBank, N.A.

DBA/AKA/TA

Composed of

Address (line 1) NationsBank Corporate Center, NC 1-007-07-01

Address (line 2) 100 North Tryon Street

Address (line 3) Charlotte

North Carolina, USA

28255

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: 1836 FRAME: 0601

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)

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 B&B Holdings, 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 B&B Holdings, 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,

B&B HOLDINGS, INC.

By: 

Name: William V. Bidwill

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,

B&B HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

NATIONSBANK, N.A.

as Collateral Agent

By: Christopher C. Beardsley

Name: CHRISTOPHER C. BEARDSLEY

Title: MANAGING DIRECTOR

STATE OF ARIZONA

COUNTY OF MARICOPA

I, Ann Elizabeth Keenoy, a Notary Public of the County and State aforesaid, certify that William V. Bidwill, personally came before me this day and acknowledged that (s)he is President of B&B Holdings, Inc., an Arizona 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 President.

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

Ann Elizabeth Keenoy
Notary Public

My Commission Expires:

August 1, 2001
(Notary Seal)

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
CARDINALS CORRAL	2,143,804	3/17/98	B&B Holdings, Inc.
ARIZONA CARDINALS	2,125,896	12/30/97	B&B Holdings, Inc.
PHOENIX CARDINALS	1,885,984	3/28/95	B&B Holdings, Inc.
DESIGN (Helmet Design)	1,810,720	12/14/93	B&B Holdings, Inc.
7 & Design	1,674,588	2/04/92	B&B Holdings, Inc.
7 & Design (Uniform)	1,228,995	3/01/83	B&B Holdings, Inc.
7 & Design (Uniform)	1,224,593	1/18/83	B&B Holdings, Inc.
CARDINALS	1,209,145	9/14/82	B&B Holdings, Inc.
DESIGN (Helmet Design)	870,653	6/03/69	B&B Holdings, Inc.

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
CARDINALS CORRAL	Arizona	34,729	12/01/94	B&B Holdings, Inc.
ARIZONA CARDINALS...BUDDY BALL and Design	Arizona	33,540	4/06/94	B&B Holdings, Inc.
ARIZONA CARDINALS and Design	Arizona	33,438	3/22/94	B&B Holdings, Inc.
ARIZONA CARDINALS	Arizona	33,437	3/22/94	B&B Holdings, Inc.
ARIZONA CARDINALS	Arizona	33,436	3/22/94	B&B Holdings, Inc.
JOIN THE CARD GUARD. SERVE ON WEEKENDS and Design	Arizona	29,987	09/23/91	B&B Holdings, Inc.
PHOENIX CARDINALS FOOTBALL CLUB (Stylized Letters)	Arizona	26,001	1/13/88	B&B Holdings, Inc. DBA Phoenix Cardinals
PHOENIX CARDINALS FOOTBALL TEAM (Stylized Letters)	Arizona	26,000	1/13/88	B&B Holdings, Inc. DBA Phoenix Cardinals
ARIZONA CARDINALS and Design	Arizona	25,999	1/13/88	B&B Holdings, Inc. DBA Phoenix Cardinals
ARIZONA CARDINALS FOOTBALL CLUB (Stylized Letters)	Arizona	25,998	1/13/88	B&B Holdings, Inc. DBA Phoenix Cardinals
ARIZONA CARDINALS FOOTBALL TEAM (Stylized Letters)	Arizona	25,997	1/13/88	B&B Holdings, Inc. DBA Phoenix Cardinals
TEMPE CARDINALS FOOTBALL TEAM (Stylized Letters)	Arizona	25,995	1/13/88	B&B Holdings, Inc. DBA Phoenix Cardinals

III. CANADIAN REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
PHOENIX CARDINALS	TMA471,048	2/13/97	B & B Holdings, Inc
CARDINALS and Design	TMA257,259	3/27/81	B & B Holdings, Inc
ST. LOUIS CARDINALS	TMA249,240	8/08/80	B & B Holdings, Inc
DESIGN ONLY	TMA249,239	8/08/80	B & B Holdings, Inc
ARIZONA CARDINALS	0781,204	4/25/95	B & B Holdings, Inc
CARDINALS and Design	0363,228	6/24/81	B & B Holdings, Inc