

01-06-1999
Barcode

100934166

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
 - 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

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 5 CFR 101.11. 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: 0609

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="75/526,545"/>	<input type="text" value="75/526,543"/>	<input type="text" value="75/526,542"/>	<input type="text" value="1,810,712"/>	<input type="text" value="1,809,126"/>	<input type="text" value="1,228,994"/>
<input type="text" value="75/526,541"/>	<input type="text" value="75/526,540"/>	<input type="text" value="75/526,539"/>	<input type="text" value="1,225,455"/>	<input type="text" value="1,069,143"/>	<input type="text" value="1,066,433"/>
<input type="text" value="75/526,538"/>	<input type="text" value="75/526,537"/>	<input type="text" value="75/526,536"/>	<input type="text" value="1,066,431"/>	<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

**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)

Registration Number(s)

75/526,535	75/526,534	75/526,533
75/526,532	75/526,531	75/526,530
75/526,529	75/526,528	75/526,527
75/295,375	75/295,165	75/219,835
75/219,133	75/219,132	75/219,131
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SCHEDULE E

to

Security Agreement

dated as of November 12, 1998

by Tennessee Football, L.P.

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 Tennessee Football, L.P. (the "Borrower"), Houston Oilers, Inc. ("Houston") 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 and Houston have 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,

TENNESSEE FOOTBALL, L.P.

By: Cumberland Football Management, Inc.,
its General Partner

By: 
Name: K.D. Adams, Jr.
Title: President

HOUSTON OILERS, INC.

By: 
Name: Steve Underwood
Title: Vice 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,

TENNESSEE FOOTBALL, L.P

By: Cumberland Football Management, Inc.,
its General Partner

By: _____
Name: _____
Title: _____

HOUSTON OILERS, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Accepted

NATIONSBANK, N.A.
as Collateral Agent

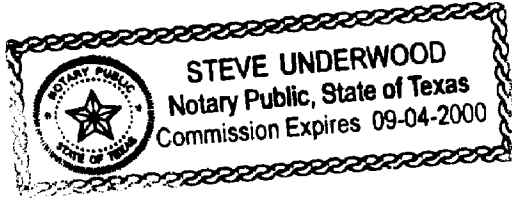
By: *Walter McCabe*
Name: WALTER McCABE
Title: SENIOR VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me on the 10th day of November, 1998 by K. S. Adams, Jr, President of Cumberland Football Management, Inc., a Tennessee corporation, the General Partner of Tennessee Football, L.P., a Tennessee limited partnership, on behalf of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of November 1998.

[SEAL]



[Handwritten Signature]

Notary Public in and for the
State of Texas
My commission expires: 09-04-00

STATE OF _____ §
 §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of November, 1998 by _____, _____ of NationsBank, N.A., a _____ corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of November 1998.

[SEAL]

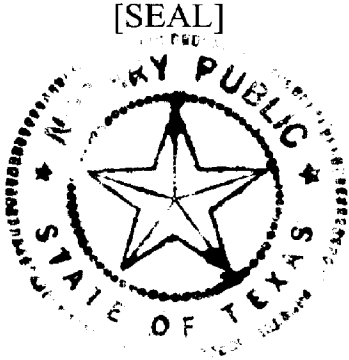
Notary Public in and for the
State of _____
My commission expires: _____

STATE OF TEXAS
COUNTY OF HARRIS

§
§
§

The foregoing instrument was acknowledged before me on the 10th day of November, 1998 by Steve Underwood, Vice President and General Counsel of Houston Oilers, Inc., a Texas corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of November 1998.



John V. Bullard Jr.
Notary Public in and for the
State of Texas
My commission expires: 10-6-2002

SCHEDULE A

I. FEDERAL REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
HOUSTON OILERS	1,810,712	12/14/93	Houston Oilers, Inc.
HOUSTON OILERS	1,809,126	12/07/93	Houston Oilers, Inc.
7 and Design	1,228,994	3/01/83	The Houston Oilers, Inc.
7 and Design	1,225,455	1/25/83	The Houston Oilers, Inc.
HOUSTON OILERS	1,069,143	7/05/77	Houston Oilers, Inc.
OILERS	1,066,433	5/24/77	Houston Oilers, Inc.
OILERS (Stylized Letters)	1,066,431	5/24/77	Houston Oilers, Inc.
TENNESSEE PIONEERS	75-526,545	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,543	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,542	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,541	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,540	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,539	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,538	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,537	7/28/98	Tennessee Football, L.P.
TENNESSEE FURY	75-526,536	7/28/98	Tennessee Football, L.P.
TENNESSEE FURY	75-526,535	7/28/98	Tennessee Football, L.P.
TENNESSEE WOLVES	75-526,534	7/28/98	Tennessee Football, L.P.
TENNESSEE WOLVES	75-526,533	7/28/98	Tennessee Football, L.P.
TENNESSEE VIPERS	75-526,532	7/28/98	Tennessee Football, L.P.
TENNESSEE VIPERS	75-526,531	7/28/98	Tennessee Football, L.P.
TENNESSEE COMMANDERS	75-526,530	7/28/98	Tennessee Football, L.P.
TENNESSEE COMMANDERS	75-526,529	7/28/98	Tennessee Football, L.P.
TENNESSEE PRESIDENTS	75-526,528	7/28/98	Tennessee Football, L.P.
TENNESSEE PRESIDENTS	75-526,527	7/28/98	Tennessee Football, L.P.
TENNESSEE OILERS INAUGURAL SEASON 97 and Design	75-295,375	5/20/97	Tennessee Football, L.P.
TENNESSEE OILERS INAUGURAL SEASON 97 and Design	75-295,165	5/20/97	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,835	12/30/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,133	12/27/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,132	12/27/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,131	12/27/96	Tennessee Football, L.P.

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
HOUSTON OILERS and Design	Georgia	T13,253	12/30/93	Houston Oilers, Inc.
DESIGN ONLY	Georgia	T13,252	12/30/93	Houston Oilers, Inc.

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
HOUSTON OILERS and Design	Georgia	T13,251	12/30/93	Houston Oilers, Inc.
DESIGN ONLY	Georgia	T13,250	12/30/93	Houston Oilers, Inc.
HOUSTON BAD BOYS	Texas	49,987	1/15/90	Houston Oilers, Inc.
DESIGN ONLY	Texas	31,787	3/03/75	Houston Oilers, Inc.
DESIGN ONLY	Texas	31,734	2/03/75	Houston Oilers, Inc.
HOUSTON OILERS and Design	Texas	31,701	1/06/75	Houston Oilers, Inc.

III. CANADIAN REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
DESIGN ONLY	TMA350,307	1/20/89	Houston Oilers Inc.
DESIGN ONLY	TMA249,765	8/22/80	Houston Oilers, Inc.
HOUSTON OILERS	TMA249,488	8/15/80	Houston Oilers, Inc.