



01-06-1999



100934167

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 Release

Conveying Party

Mark if additional names of conveying parties attached

Name BankBoston, N.A. Execution Date  
Month Day Year 11 10 98

Formerly The First National Bank of Boston

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

Receiving Party

Mark if additional names of receiving parties attached

Name New England Patriots, L.P.

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) One Boston Place

Address (line 2) \_\_\_\_\_

Address (line 3) Boston

City

Massachusetts, USA

State/Country

02108

Zip Code

- Individual  General Partnership  Limited Partnership
- Corporation  Association
- Other \_\_\_\_\_

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.)

Citizenship/State of Incorporation/Organization Delaware

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

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

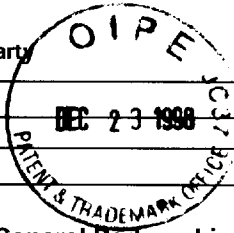


Formerly

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/AK/A/T/A

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)**

|                      |                      |                      |
|----------------------|----------------------|----------------------|
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| <input type="text"/> | <input type="text"/> | <input type="text"/> |
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|           |           |           |
|-----------|-----------|-----------|
| 1,850,666 | 1,295,023 | 1,230,456 |
| 995,096   | 995,095   | 949,536   |
| 948,574   | 948,384   |           |
|           |           |           |
|           |           |           |
|           |           |           |
|           |           |           |
|           |           |           |

**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

Name of Person Signing

Signature

12/16/98

Date Signed

RELEASE

This RELEASE is given as of this 10<sup>th</sup> day of November, 1998 by BankBoston, N.A., formerly known as The First National Bank of Boston, a national banking association ("Assignor"), located at 100 Federal Street, Boston, Massachusetts, in favor of New England Patriots, L.P., a Delaware limited partnership ("Assignee"), located at One Boston Place, Boston, Massachusetts 02108.

WHEREAS, pursuant to a Collateral Assignment of Trademarks and Trademark Applications dated February 25, 1994 (the "Security Agreement"), by and between Assignee and Assignor, Assignee collaterally assigned to, and created a security interest in favor of Assignor, with the power of sale to the extent permitted by applicable law and the NFL Constitution, in and to all of Assignee's (a) then owned or existing or thereafter acquired or arising trademarks, trademark applications, service mark, registered service marks and service mark applications including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service applications, and (i) all renewals thereof, (ii) all income royalties, damages and payments then and thereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Assignee's rights corresponding thereto throughout the world (collectively, the "Trademarks") and (b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Assignee is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all assets then or thereafter owned by the Assignee and then or thereafter covered by such license (collectively, the "Licenses"), which security interest was recorded in the United States Patent and Trademark Office on March 8, 1994 at Reel 1116/Frame 0191;

WHEREAS, pursuant to a First Amendment to Collateral Assignment of Trademarks and Trademark Applications dated as of July 8, 1994 (the "Amended Security Agreement"), by and between Assignee and Assignor, Assignee ratified and reaffirmed the Security Agreement obligations of Assignee to Assignor, which security interest was recorded in the United States Patent and Trademark Office on December 5, 1994 at Reel 1258/Frame 0147:

WHEREAS, pursuant to a Third Amendment to Collateral Assignment of Trademarks and Trademark Applications dated as of July 8, 1994 (the "Third Amended Security Agreement"), by and between Assignee and Assignor, Assignee ratified and reaffirmed the Security Agreement obligations of Assignee to Assignor, which security interest was recorded in the United States Patent and Trademark Office on December 13, 1996 at Reel 1538/Frame 0141:

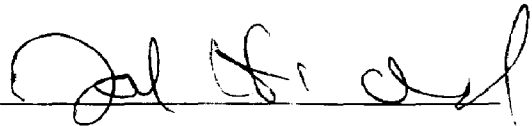
WHEREAS, the Assignee has fully satisfied all of its obligations under the above referenced security agreements and Assignor desires to release its security interest in and the collateral assignment of the Trademarks and the Licenses.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in and the collateral assignment of the Trademarks and Licenses and reassigns any and all interest that it may have in the Trademarks and Licenses to Assignee.

IN WITNESS WHEREOF, Assignor has caused this RELEASE to be duly executed by its officer thereunder duly authorized as of the date above first written.

ASSIGNOR  
BankBoston, N.A.

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



Name: Jared H. Ward


Title: Authorized Officer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

November 10, 1998

Then personally appeared the above named Jared H. Ward, the Authorized Officer of BankBoston, N.A. and acknowledged the foregoing to be the free act and deed of BankBoston, N.A.. before me,



Notary Public Scott C. Dew

My Commission Expires: 7/29/99

KJL/jlk  
343819.1

**SCHEDULE A  
TRADEMARKS**

**I. FEDERAL REGISTRATIONS**

| TRADEMARK               | REG. OR APP. NUMBER | REG. OR APP. DATE | OWNER                      |
|-------------------------|---------------------|-------------------|----------------------------|
| JR PATS CLUB and Design | 2,059.163           | 5/06/97           | New England Patriots I. P. |
| 7 and Design            | 2,043.974           | 3/11/97           | New England Patriots I. P. |
| 7 and Design            | 2,043.973           | 3/11/97           | New England Patriots I. P. |
| PATRIOTS and Design     | 2,035.889           | 2/04/97           | New England Patriots I. P. |
| DESIGN ONLY             | 2,029.693           | 1/14/97           | New England Patriots I. P. |
| PATS PACK and Design    | 2,022.114           | 12/10/96          | New England Patriots I. P. |
| PATS PACK               | 2,013.585           | 11/05/96          | New England Patriots I. P. |
| NEW ENGLAND PATRIOTS    | 1,884.852           | 3/21/95           | New England Patriots I. P. |
| PATRIOTS and Design     | 1,876.101           | 1/24/95           | New England Patriots I. P. |
| DESIGN ONLY             | 1,850.666           | 8/23/94           | New England Patriots I. P. |
| 7 and Design            | 1,295.023           | 9/11/84           | New England Patriots I. P. |
| 7 and Design            | 1,230.456           | 3/8/83            | New England Patriots I. P. |
| DESIGN ONLY             | 995.096             | 10/08/74          | New England Patriots I. P. |
| NEW ENGLAND PATRIOTS    | 995.095             | 10/08/74          | New England Patriots I. P. |
| PATRIOTS                | 949.536             | 12/26/72          | New England Patriots I. P. |
| PATRIOTS                | 948.574             | 12/12/72          | New England Patriots I. P. |
| DESIGN ONLY             | 948.384             | 12/05/72          | New England Patriots I. P. |
| CYBER SIDELINE          | 75-395.769          | 11/25/97          | New England Patriots I. P. |
| PATS PACK               | 75-016.331          | 11/06/95          | New England Patriots I. P. |
| DESIGN ONLY             | 74-402.777          | 6/18/93           | New England Patriots I. P. |
| DESIGN ONLY             | 74-374.929          | 4/02/93           | New England Patriots I. P. |
| DESIGN ONLY             | 74-374.926          | 4/2/93            | New England Patriots I. P. |

**II. STATE REGISTRATIONS**

| MARK        | STATE     | REG. NO.       | REG. DATE | RECORD OWNER(S)           |
|-------------|-----------|----------------|-----------|---------------------------|
| DESIGN ONLY | Louisiana | None available | 1/14/97   | New England Patriots L.P. |
| DESIGN ONLY | Louisiana | None available | 1/14/97   | New England Patriots L.P. |
| DESIGN ONLY | Louisiana | None available | 1/14/97   | New England Patriots L.P. |
| DESIGN ONLY | Louisiana | None available | 1/14/97   | New England Patriots L.P. |
| PATRIOTS    | Louisiana | None available | 1/14/97   | New England Patriots L.P. |
| DESIGN ONLY | Louisiana | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY | Louisiana | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY | Louisiana | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY | Louisiana | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY | Louisiana | None available | 1/15/86   | New England Patriots L.P. |

| MARK                                 | STATE         | REG. NO.       | REG. DATE | RECORD OWNER(S)           |
|--------------------------------------|---------------|----------------|-----------|---------------------------|
| DESIGN ONLY                          | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY                          | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY                          | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY                          | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY                          | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY                          | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| DESIGN ONLY                          | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| PATRIOT and Design                   | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS                 | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS                 | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS                 | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS                 | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS                 | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| PATRIOTS and Design                  | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| PATRIOTS and Design                  | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| PATRIOTS and Design                  | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| PATRIOTS and Design                  | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| PATRIOTS and Design                  | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS                 | Louisiana     | None available | 1/15/86   | New England Patriots L.P. |
| PATRIOTS and Design                  | Massachusetts | 51,462         | 7/12/95   | New England Patriots L.P. |
| DESIGN ONLY                          | Massachusetts | 51,461         | 7/12/95   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS and Design      | Massachusetts | 51,460         | 7/12/95   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS and Design      | Massachusetts | 51,459         | 7/12/95   | New England Patriots L.P. |
| FIFTH QUARTER SHOW                   | Massachusetts | 51,060         | 4/12/95   | New England Patriots L.P. |
| PATRIOTS FIFTH QUARTER SHOW          | Massachusetts | 51,059         | 4/12/95   | New England Patriots L.P. |
| PATRIOTS IT'S A WHOLE NEW BAI L GAME | Massachusetts | 48,020         | 4/13/93   | New England Patriots L.P. |
| THE PATRIOTS SPIRITS                 | Massachusetts | 33,606         | 2/14/83   | New England Patriots L.P. |
| PATRIOTS                             | Massachusetts | 27,472         | 11/26/76  | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS                 | Massachusetts | 27,471         | 11/26/76  | New England Patriots L.P. |
| DESIGN ONLY                          | Massachusetts | 27,470         | 11/26/76  | New England Patriots L.P. |
| THE PATRIOTS SPIRITS                 | Massachusetts | 33,604         | 2/14/83   | New England Patriots L.P. |
| THE PATRIOTS SPIRITS                 | Massachusetts | 33,605         | 2/14/83   | New England Patriots L.P. |
| DESIGN ONLY                          | Massachusetts | 18,967         | 6/23/60   | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS FOOT-BAI L CLUB | Massachusetts | 18,966         | 6/23/60   | New England Patriots L.P. |
| PATRIOTS FIFTH QUARTER SHOW          | Rhode Island  | 950,406        | 4/06/95   | New England Patriots L.P. |
| FIFTH QUARTER SHOW                   | Rhode Island  | 950,405        | 4/07/95   | New England Patriots L.P. |

### III. CANADIAN REGISTRATIONS

| MARK                | REG. / APP. NO. | REG. / APP. DATE | RECORD OWNER              |
|---------------------|-----------------|------------------|---------------------------|
| PATRIOTS and Design | TMA478,838      | 7/22/97          | New England Patriots L.P. |

| <b>MARK</b>          | <b>REG. / APP.<br/>NO.</b> | <b>REG. / APP.<br/>DATE</b> | <b>RECORD OWNER</b>       |
|----------------------|----------------------------|-----------------------------|---------------------------|
| and Design           | TMA478.837                 | 7/22/97                     | New England Patriots L.P. |
| and Design           | TMA478.762                 | 7/21/97                     | New England Patriots L.P. |
| PATRIOTS and Design  | TMA256.892                 | 3/13/81                     | New England Patriots L.P. |
| and Design           | TMA256.891                 | 3/13/81                     | New England Patriots L.P. |
| DESIGN ONLY          | TMA256.890                 | 3/13/81                     | New England Patriots L.P. |
| NEW ENGLAND PATRIOTS | TMA249.489                 | 8/15/80                     | New England Patriots L.P. |