

03-11-1999



3/3/99

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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

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

TRADEMARKS 0000027

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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

REEL: 1865 FRAME: 0651

Domestic Representative Name and Address

RECEIVED
Enter for the first Receiving Party only.

1999 MAR -3 PM 12:32

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)

2,189,772 2,189,723 1,810,714
 1,809,130 1,318,640 1,238,824
 1,238,823 1,079,541 829,949

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

March 2, 1999
Date Signed

SCHEDULE E
to
Security Agreement
dated as of November 12, 1998
by San Francisco Forty Niners, Limited
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 San Francisco Forty Niners, Limited (the "Borrower"), San Francisco 49ers, Inc., Franklin Mieuli, Rick Morabito (collectively the "Joint Owners") 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 the Joint Owners 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,

SAN FRANCISCO FORTY NINERS, LIMITED
A Limited Partnership

By: SAN FRANCISCO 49ERS, INC.,
as general partner

By: [Signature]
Name: W.T. Duffy
Title: V.P. of BUSINESS OPERATIONS/CFO

SAN FRANCISCO 49ERS, INC.

By: [Signature]
Name: W.T. Duffy
Title: V.P. of BUSINESS OPERATIONS/CFO

By: [Signature]
FRANKLIN MIEULI

By: [Signature]
RICK MORABITO

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,

SAN FRANCISCO FORTY NINERS, LIMITED
A Limited Partnership

By: SAN FRANCISCO 49ERS, INC.,
as general partner

By: _____
Name: _____
Title: _____

SAN FRANCISCO 49ERS, INC.

By: _____
Name: _____
Title: _____

By: _____
FRANKLIN MIEULI

By: _____
RICK MORABITO

Acknowledged and Accepted:

NATIONSBANK, N.A.
as Collateral Agent

By: W. Elliott McCabe
Name: W. ELLIOTT McCABE
Title: SENIOR VICE PRESIDENT

STATE OF New York

COUNTY OF New York

I, ~~William T. Duffy~~ Geraldine A. D'Angelo, a Notary Public of the County and State aforesaid, certify that William T. Duffy, personally came before me this day and acknowledged that (s)he is C.F.O. of San Francisco Forty Niners, Limited, a California limited partnership, 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 C.F.O.

WITNESS my hand and official stamp or seal, this 16 day of November, 1998.

Geraldine A. D'Angelo
Notary Public

My Commission Expires:

(Notary Seal)

NOTARY PUBLIC
Geraldine A. D'Angelo
Notary Public
Commission Expires 12/3/98

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
7 SF & Design (Uniform)	2,189,772	9/15/98	San Francisco Forty Niners, Ltd.
7 SF & Design (Uniform)	2,189,723	9/15/98	San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS	1,810,714	12/14/93	San Francisco Forty Niners, Ltd.
SF & Design	1,809,130	12/7/93	San Francisco Forty Niners, Ltd.
NINERS	1,318,640	2/5/85	San Francisco 49ers
7 & Design (Uniform)	1,238,824	5/17/83	San Francisco Forty Niners, Limited
7 & Design (Uniform)	1,238,823	5/17/83	San Francisco Forty Niners, Limited
SF (Stylized Letters)	1,079,541	12/13/77	San Francisco Forty Niners, Limited
SAN FRANCISCO FORTY NINERS	829,949	6/6/67	San Francisco Forty Niners, Limited

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
49ERS and Design	Arizona	36,837	1/19/96	1. San Francisco 49ers, Inc. DBA San Francisco Forty Niners, Ltd. 2. Franklin Mieuli DBA San Francisco Forty Niners, Ltd. 3. Rick Morabito DBA San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS and Design	Arizona	36,836	1/19/96	1. San Francisco 49ers, Inc. DBA San Francisco Forty Niners, Ltd. 2. Franklin Mieuli DBA San Francisco Forty Niners, Ltd. 3. Rick Morabito DBA San Francisco Forty Niners, Ltd.
SE and Design	Arizona	36,835	1/19/96	1. San Francisco 49ers, Inc. DBA San Francisco Forty Niners, Ltd. 2. Franklin Mieuli DBA San Francisco Forty Niners, Ltd. 3. Rick Morabito DBA San Francisco Forty Niners, Ltd.
NINERS and Design	Arizona	36,834	1/19/96	1. San Francisco 49ers, Inc. DBA San Francisco Forty Niners, Ltd. 2. Franklin Mieuli DBA San Francisco Forty Niners, Ltd. 3. Rick Morabito
SAN FRANCISCO 49ERS and Design	California	103,326	1/9/98	1. San Francisco Forty Niners, Ltd. 2. N Francisco Forty Niners, Inc.
SF and Design	California	103,325	1/9/98	1. San Francisco Forty Niners, Ltd. 2. San Francisco Forty Niners, Inc.
SF and Design	California	103,324	1/9/98	San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS... BEST OF THE WEST SF and Design	California	96,965	1/11/93	1. San Francisco Forty Niners, Ltd. 2. San Francisco Forty Niners, Inc.
49ERS (Stylized)	California	75,477	12/20/84	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
FORTY NINERS (Stylized)	California	75,476	12/20/84	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS (Stylized)	California	75,475	12/20/84	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
SF and Design	California	75,474	12/20/84	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
SAN FRANCISCO FORTY NINERS (Stylized)	California	75,473	12/20/84	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
SF and Design	California	75,472	12/20/84	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
TEAM OF THE 80's (Stylized)	California	91,710	2/8/90	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
TEAM OF THE DECADE (Stylized)	California	91,709	2/8/90	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
49ERS (Stylized)	California	75,471	12/20/84	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS (Stylized)	California	75,464	12/20/84	San Francisco Forty Niners, Inc. DBA San Francisco Forty Niners, Ltd.

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
NINERS (Stylized)	California	18,452	12/28/83	San Francisco Forty Niners, Ltd.
49ERS	California	4,966	11/30/76	San Francisco Forty Niners Limited
SF and Design	California	3,408	2/24/75	San Francisco Forty Niners Limited
SAN FRANCISCO 49ERS	California	3,407	2/24/75	San Francisco Forty Niners Limited
49ERS (Stylized Letters)	Georgia	T13,302	1/21/94	San Francisco Forty Niners, Ltd.
49ERS	Georgia	T13,301	1/21/94	San Francisco Forty Niners, Ltd.
SF and Design	Georgia	T13,232	12/30/93	San Francisco Forty Niners, Ltd.
SF and Design	Georgia	T13,231	12/30/93	San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS (Stylized)	Georgia	T13,230	12/30/93	San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS	Georgia	T13,229	12/30/93	San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS (Stylized)	Florida	T10,342	1/11/89	San Francisco Forty Niners, Ltd.
49ERS (Stylized)	Florida	T10,341	1/11/89	San Francisco Forty Niners, Ltd.
SF and Design	Florida	T10,339	1/11/89	San Francisco Forty Niners, Ltd.
Design Only (Uniform Design)	Florida	T10,338	1/11/89	San Francisco Forty Niners, Ltd.
Design Only	Louisiana	480,082	1/16/90	San Francisco Forty Niners, Ltd.
SAN FRANCISCO FORTY NINERS and Design	Louisiana	480,081	1/16/90	San Francisco Forty Niners, Ltd.
SAN FRANCISCO FORTY NINERS HELMET SF and Design	Louisiana	480,080	1/16/90	San Francisco Forty Niners, Ltd.
SF and Design	Louisiana	480,079	1/16/90	San Francisco Forty Niners, Ltd.
SAN FRANCISCO FORTY NINERS HELMET SF and Design	Louisiana	480,078	1/16/90	San Francisco Forty Niners, Ltd.
SAN FRANCISCO FORTY NINERS	Louisiana	480,077	1/16/90	San Francisco Forty Niners, Ltd.
SAN FRANCISCO FORTY NINERS	Louisiana	480,076	1/16/90	San Francisco Forty Niners, Ltd.
SAN FRANCISCO FORTY NINERS	Louisiana	480,075	1/16/90	San Francisco Forty Niners, Ltd.
NINERS	Louisiana	480,074	1/16/90	San Francisco Forty Niners, Ltd.
NINERS	Louisiana	480,073	1/16/90	San Francisco Forty Niners, Ltd.
49ERS	Louisiana	480,072	1/16/90	San Francisco Forty Niners, Ltd.
49ERS	Louisiana	480,071	1/16/90	San Francisco Forty Niners, Ltd.
TEAM OF THE DECADE	Louisiana	480,070	1/16/90	San Francisco Forty Niners, Ltd.
BACK TO BACK	Louisiana	480,069	1/16/90	San Francisco Forty Niners, Ltd.
SAN FRANCISCO 49ERS	Virginia	None available	10/3/96	San Francisco Forty Niners, Ltd.

III. CANADIAN REGISTRATIONS

MARK	REG. NO.	REG. DATE	RECORD OWNER
49ERS and Design	TMA329,97 1	7/10/87	San Francisco Forty-Niners (Limited Partnership)
SF and Design	TMA329,97 0	7/10/87	San Francisco Forty-Niners (Limited Partnership)
49ERS and Design	TMA264,39 9	11/20/81	San Francisco Forty-Niners (Limited Partnership)
sf and Design	TMA256,88 3	3/13/81	San Francisco Forty-Niners (Limited Partnership)
SAN FRANCISCO 49ERS	TMA251,75 6	10/24/80	San Francisco Forty-Niners (Limited Partnership)