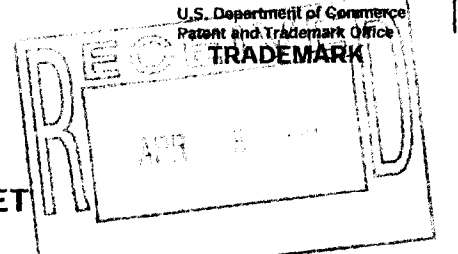


04-19-1999



101014537
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4.8.99
MRO

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
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name New England Patriots L.P.

Execution Date
Month Day Year
11 12 98

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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 Tryon Street

Address (line 3) Charlotte
City

NC
State/Country

28255
Zip Code

- Individual
- General Partnership
- Limited Partnership

Corporation

Association

Other Banking Association

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

04/16/1999 VBROWN 00000228 75395769

01 FC:481
02 FC:482

40.00 OP
450.00 OP

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 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: 001885 FRAME: 0153
REEL: 1885 FRAME: 0153

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="75395769"/>	<input type="text" value="75016331"/>	<input type="text"/>	<input type="text" value="2059163"/>	<input type="text" value="2043974"/>	<input type="text" value="2043973"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2035889"/>	<input type="text" value="2029693"/>	<input type="text" value="2022114"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2013585"/>	<input type="text" value="1884852"/>	<input type="text" value="1876101"/>

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.) #

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.

Kristine Fyfe  _____
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/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)

SCHEDULE A

I. FEDERAL REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
JR PATS CLUB and Design	2,059,163	5/06/97	New England Patriots L.P.
7 and Design	2,043,974	3/11/97	New England Patriots L.P.
7 and Design	2,043,973	3/11/97	New England Patriots L.P.
PATRIOTS and Design	2,035,889	2/04/97	New England Patriots L.P.
DESIGN ONLY	2,029,693	1/14/97	New England Patriots L.P.
PATS PACK and Design	2,022,114	12/10/96	New England Patriots L.P.
PATS PACK	2,013,585	11/05/96	New England Patriots L.P.
NEW ENGLAND PATRIOTS	1,884,852	3/21/95	New England Patriots L.P.
PATRIOTS and Design	1,876,101	1/24/95	New England Patriots L.P.
DESIGN ONLY	1,850,666	8/23/94	New England Patriots L.P.
7 and Design	1,295,023	9/11/84	New England Patriots L.P.
7 and Design	1,230,456	3/8/83	New England Patriots L.P.
DESIGN ONLY	995,096	10/08/74	New England Patriots L.P.
NEW ENGLAND PATRIOTS	995,095	10/08/74	New England Patriots L.P.
PATRIOTS	949,536	12/26/72	New England Patriots L.P.
PATRIOTS	948,574	12/12/72	New England Patriots L.P.
DESIGN ONLY	948,384	12/05/72	New England Patriots L.P.
CYBER SIDELINE	75-395,769	11/25/97	New England Patriots L.P.
PATS PACK	75-016,331	11/06/95	New England Patriots L.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.
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.

238817.01-New YorkS7A

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
PATRIOTS IT'S A WHOLE NEW BALL GAME	Massachusetts	48,020	4/13/93	New England Patriots L.P.
DESIGN ONLY	Massachusetts	18,967	6/23/60	New England Patriots L.P.
NEW ENGLAND PATRIOTS FOOT-BALL 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.
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.

238817.01-New YorkS7A

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 New England Patriots L.P. (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.

238817.01-New YorkS7A

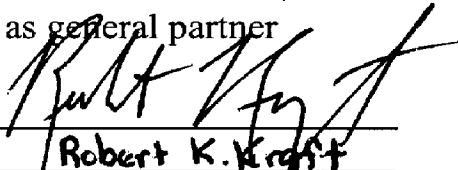
TRADEMARK
REEL: 001885 FRAME: 0158
REEL: 1885 FRAME: 0158

The security interest in and to and right of set-off against the trademarks and service marks and trademark and service mark registrations and application listed on Schedule A to the Security Agreement 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 Grant of Security Interest in Trademarks, the Security Agreement (and the NFL Letter) shall control.

Very truly yours,

NEW ENGLAND PATRIOTS L.P.

By: Kraft Patriots Inc.,
as general partner

By: 
Name: Robert K. Kraft
Title: President

Acknowledged and Accepted:

NATIONSBANK, N.A.
as Collateral Agent

By:

Name:

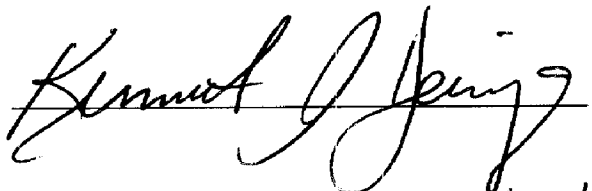
Title:

STATE OF MASS.

COUNTY OF NORFOLK

I, KENNETH J DEININGER, a Notary Public of the County and State aforesaid, certify that ROBERT K. KRAFT, personally came before me this day and acknowledged that (s)he is PRESIDENT of New England Patriots L.P., a Delaware 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 11-17-98.

WITNESS my hand and official stamp or seal, this 17th day of November, 1998.



Notary Public

My Commission Expires: 7/10/03

(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.

My Commission Expires:

(Notary Seal)