

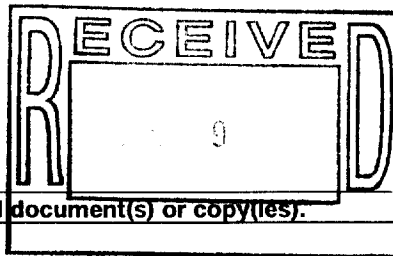
07-02-1999



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

101083663

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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 **6-29-99**
- 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

Name

Execution Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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

07/01/1999 BNGUYEN 00000178 75395769

01 FC:481
02 FC:482

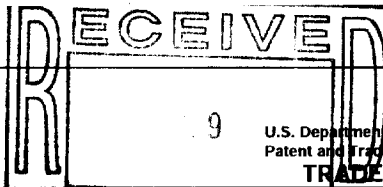
40.00 OP
450.00 OP

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 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: 001922 FRAME: 0734



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

June 29, 1999

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) 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)

1,850,666

1,295,023

1,230,456

995,096

995,095

949,536

948,574

948,384

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.

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,

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:

TRADEMARK

REEL: 001922 FRAME: 0738

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,

NEW ENGLAND PATRIOTS L.P.

By: Kraft Patriots, Inc.,
as general partner

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

NATIONSBANK, N.A.
as Collateral Agent

By: Wm. Elliott McCabe
Name: Wm. Elliott McCabe
Title: Senior Vice President

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