

05-14-2001



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(Rev. 03/01)
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Tab settings

TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Football Northwest LLC

5-8-01

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 12, 2001

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: Bank of America Corporate Center

Street Address: 100 North Tryon Street

City: Charlotte State: NC Zip: 29255

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75-518,546

B. Trademark Registration No.(s)

2,375,925

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Maria Lijoi

Internal Address:

Skadden, Arps, Slate, Meagher & Flom LLP
Street Address: Four Times Square

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 3.41).....\$ 715

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: (Authorized to charge any additional fee required.)
19-2385

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Maria Lijoi

Name of Person Signing

Maria Lijoi
Signature

May 8, 2001

Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CONTINUATION OF ITEM 4. Application Numbers or Registration Numbers

A. Trademark Application Nos.	B. Trademark Registration Nos.
75-518,547	1,228,993
75-544,257	2,378,690
75-544,260	1,817,892
75-543,588	1,065,459
75-543,589	1,266,602
75-590,929	1,194,116
75-590,930	1,064,675
75-509,742	1,908,395
75-509,741	1,065,460
75-509,629	
75-509,740	
75-509,743	
75-544,205	
75-544,256	
75-543,460	
75-544,258	
75-543,888	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office


Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of April 12, 2001 (the "Security Agreement"), by and among Football Northwest LLC, a Washington limited liability company (the "Borrower") and Bank of America, 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, service marks and copyrights, trademark, service mark and copyright 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, service marks, and copyrights and trademark, service mark, and copyright registrations and applications 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 and Copyrights this Notice shall control.

Very truly yours,

FOOTBALL NORTHWEST LLC

By: 
Name: Richard E. Leigh, Jr.
Title: Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____
Name:
Title:

STATE OF Washington

COUNTY OF King

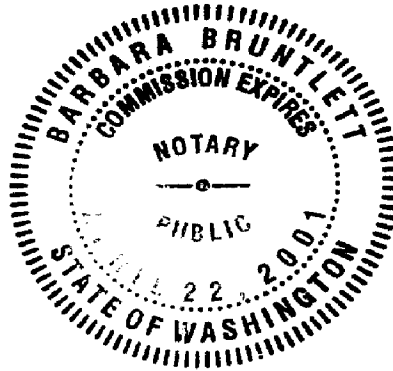
I, Barbara Bruntlett, a Notary Public of the County and State aforesaid, certify that Richard E. Leigh, Jr., personally came before me this day and acknowledged that (s)he is Vice President of Football Northwest LLC, a Washington limited liability company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as Vice President

WITNESS my hand and official stamp or seal, this 12th day of April, 2001.

Barbara Bruntlett
Notary Public

My Commission Expires:

4-22-01
(Notary Seal)



The security interest in and to and right of set-off against the attached trademarks, service marks, and copyrights and trademark, service mark, and copyright registrations and applications 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 and Copyrights this Notice shall control.

Very truly yours,

FOOTBALL NORTHWEST LLC

By: _____

Name: Richard E. Leigh, Jr.

Title: Vice President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By:  _____

Name:

Title:

SCHEDULE A**I. UNITED STATES TRADEMARK REGISTRATIONS**

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
00 and Design	(75-518,546)	(7/14/1998)	Football Northwest LLC (Washington Limited Liability Company)
00 and Design	2,375,925 (75-518,548)	8/8/2000 (7/14/1998)	Football Northwest LLC (Washington Limited Liability Company)
00 and Design	(75-518,547)	(7/14/1998)	Football Northwest LLC (Washington Limited Liability Company)
7 and Design [Seahawk Uniform Design (Away)]	1,228,993 (73-336,718)	3/1/1983 (11/12/1981)	Football Northwest LLC (Washington Limited Liability Corporation)
ALIVE AND KICKIN'	(75-544,257)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
ALIVE AND KICKIN'	(75-544,260)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
ALIVE AND KICKIN'	(75-543,588)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
ALIVE AND KICKIN'	(75-543,589)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Company)
BLITZ	(75-590,929)	(11/18/1998)	Football Northwest LLC (Washington Limited Liability Company)
BLITZ	(75-590,930)	(11/18/1998)	Football Northwest LLC (Washington Limited Liability Company)
BLITZ	2,378,690 (75-595,450)	8/22/2000 (11/25/1998)	Football Northwest LLC (Washington Limited Liability Company)

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
DESIGN ONLY [Seahawk Hel- met Design]	1,817,892 (74-314,646)	1/25/1994 (9/17/1992)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
DESIGN ONLY [Seahawk Hel- met Design]	1,065,459 (73-080,790)	5/10/1977 (3/19/1976)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
DESIGN ONLY [Seahawk Uni- form Design (Home)]	1,266,602 (73-336,717)	2/7/1984 (11/12/1981)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEA GALS	1,194,116 (73-195,534)	4/20/1982 (12/4/1978)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEAHAWKS ALUMNI	(75-509,742)	(6/29/1998)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEAHAWKS ACADEMY	(75-509,741)	(6/29/1998)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEAHAWKS	1,064,675 (73-086,865)	4/26/1977 (8/12/1976)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEATTLE SEAHAWKS CHARI- TABLE FOUNDATION	(75-509,629)	(6/29/1998)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEATTLE SEAHAWKS CHARI- TABLE FOUNDATION	(75-509,740)	(6/29/1998)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEATTLE SEAHAWKS CHARI- TABLE FOUNDATION	(75-509,743)	(6/29/1998)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEATTLE SEAHAWKS	1,908,395 (74-314,647)	8/1/1995 (9/17/1992)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
SEATTLE SEAHAWKS	1,065,460 (73-080,791)	5/10/1977 (3/19/1976)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-544,205)	(8/27/1998)	Football Northwest LLC (Wash- ington Limited Liability Corpo- ration)

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-544,256)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-543,460)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-544,258)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-543,888)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)

II. STATE TRADEMARK REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DESIGN ONLY	Washington	9,218	8/5/1975	Seattle Professional Football, (A Limited Partnership)
DESIGN ONLY	Washington	12,090	9/23/1980	Seattle Seahawks, Inc.
READY, SET, GOALS Stylized Letters	Washington	29,148	8/22/2000	Seattle Seahawks, (A Washington Corporation)
SEA GALS and Design	Washington	10,975	12/8/1978	Football Northwest LLC, (A Washington Limited Liability Company)
SEAHAWKS Stylized Letters	Washington	12,091	9/23/1980	Seattle Seahawks, Inc.
SEATTLE SEAHAWKS and Design	Washington	9,217	8/5/1975	Seattle Professional Football, (A Limited Partnership)
DESIGN ONLY	California	14062 (Renewal) 75,529 (Original)	12/20/1984	Seattle Seahawks, Inc., (A Washington Corporation)
DESIGN ONLY	California	13991 (Renewal) 75,019 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)
SEATTLE SEAHAWKS Stylized Letters	California	13995 (Renewal) 75,023 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
SEATTLE SEAHAWKS Stylized Letters	California	13994 (Renewal) 75,022 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)
SEAHAWKS	California	13993 (Renewal) 75,021 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)
SEAHAWKS Stylized Letters	California	13992 (Renewal) 75,020 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)

III. CANADIAN TRADEMARK REGISTRATIONS

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	RECORD OWNER(S)
DESIGN ONLY [BIRD'S HEAD-HAWK DESIGN]	TMA481,662 (0475,384)	8/27/1997 (9/11/1981)	Seattle Seahawks, Inc.
HAWK'S HEAD and Design	TMA256,833 (0404,029)	3/13/1981 (11/8/1976)	Seattle Seahawks, Inc. (A Washington Corporation)
SEAHAWKS	TMA249,502 (0404,022)	8/15/1980 (11/8/1976)	Seattle Seahawks, Inc. (A Washington Corporation)
SEATTLE SEAHAWKS	TMA249,501 (0404,021)	8/15/1980 (11/8/1976)	Seattle Seahawks, Inc. (A Washington Corporation)

IV. UNITED STATES COPYRIGHT REGISTRATIONS

TITLE	REG. NO.	REG. DATE	RECORD OWNER(S)
The Blue Wave Seattle Seahawks and Design.	VA100386	9/25/1986	Football Northwest, LLC.
Seahawks.	VA589971	7/13/1993	Football Northwest, LLC.