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| RECORDATION FORM COVER SHEET TRADEMARKS ONLY | | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office |
| Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼ | | |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | | |
| <p>1. Name of conveying party(ies):</p> <p>Pro-Football, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Maryland <input type="checkbox"/> Other _____ </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies)</p> <p>Name: Bank of America, N.A.</p> <p>Internal Address: Bank of America Corporate Center</p> <p>Street Address: 100 North Tryon Street</p> <p>City: Charlotte State: NC Zip: 29255</p> <p> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other National banking association </p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p> | |
| <p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Security Interest </p> <p>Execution Date: October 15, 2002</p> | <p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) 74/300713 76/316641</p> <p>B. Trademark Registration No.(s) 2608676 1861766 1611610 1606810 1228992 1228991 1086644 1085092 987127 978824 986668 989220 836122</p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Maria A. Lijoi, Esq.</p> <p>Internal Address: _____</p> <p>Skadden, Arps, Slate, Meagher & Flom LLP</p> <p>Street Address: Four Times Square</p> <p>City: New York State: NY Zip: 10036-6522</p> | <p>6. Total number of applications and registrations involved: 15</p> <p>7. Total fee (37 CFR 3.41)..... \$ 390</p> <p> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number: 19-2385 [Our Ref: 401530-269]</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p> | |
| DO NOT USE THIS SPACE | | |
| <p>9. Statement and signature.</p> <p><i>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.</i></p> <p>Maria A. Lijoi <i>Maria A. Lijoi</i> October 31, 2002</p> <p>_____ Name of Person Signing Signature Date</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: 7</p> | | |

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

SCHEDULE E

to
Security Agreement
dated as of October 16, 2002
by Pro-Football, Inc.
in favor of
Bank of America, N.A., as Collateral Agent

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 October __, 2002 (the "Security Agreement"), by and among Pro-Football, Inc. (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank Investors, Kitty Hawk 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 security interest in, and right of set off against, the Trademarks and Tradenames and Copyrights (each as defined in the Security), including, without limitation, the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto. The Borrower has acknowledged and agreed that the Collateral Agent (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have, for the ratable benefit of the Secured Parties, a continuing security interest in and right of setoff against any and all right, title and interest of the Borrower, whether now existing or hereafter acquired or arising, in and to the Trademarks and Tradenames and Copyrights, including, without limitation, the 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 Trademarks and Trade Names and Copyrights, including, without limitation, the trademark, service mark and copyright registrations and applications set forth on Schedule A, 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.

Very truly yours,

PRO-FOOTBALL, INC.

By: 

Name: MD Christie
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By: 

Name: Wm. Elliott McCabe
Title: Managing Director

CITY OF WASHINGTON

DISTRICT OF COLUMBIA

I, Noel S. Capeman, a Notary Public of the County and State aforesaid, certify that Norman D. Chirite, personally came before me this day and acknowledged that he is Senior Vice President and General Counsel of Pro-Football, Inc., a Maryland corporation, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him in its name as Senior Vice President and General Counsel.

WITNESS my hand and official stamp or seal, this 15th day of October, 2002.

Noel S. Capeman
Notary Public

My Commission Expires:

03/14/06
(Notary Seal)

CITY OF WASHINGTON

DISTRICT OF COLUMBIA

I, Noel S. Capeman, a Notary Public of the County and State aforesaid, certify that William Elliott McCabe, personally came before me this day and acknowledged that he is Managing Director of Bank of America, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him in its name as Managing Director.

WITNESS my hand and official stamp or seal, this 15th day of October, 2002.

Noel S. Capeman
Notary Public

My Commission Expires:

03/14/06
(Notary Seal)

SCHEDULE A**I. UNITED STATES FEDERAL TRADEMARK AND SERVICE MARK REGISTRATIONS AND USE-BASED APPLICATIONS**

| TRADEMARK/SERVICE MARK | REG. NO. | ISSUE DATE OF REG. |
|-----------------------------------------|------------------|---------------------------|
| THE REDSKINS & Design | 836,122 | September 26, 1967 |
| Indian Head & Helmet Design | 989,220 | July 23, 1974 |
| WASHINGTON REDSKINS & Design | 986,668 | June 18, 1974 |
| WASHINGTON REDSKINS | 978,824 | February 12, 1974 |
| THE REDSKINS & Lance Design | 987,127 | June 25, 1974 |
| REDSKINS | 1,085,092 | February 7, 1978 |
| Indian Head Design | 1,086,644 | February 28, 1978 |
| 7 & Uniform Design | 1,228,991 | March 1, 1983 |
| 7 & Uniform Design | 1,228,992 | March 1, 1983 |
| REDSKINETTES | 1,606,810 | July 17, 1990 |
| R Design | 1,611,610 | August 28, 1990 |
| Helmet Design | 1,861,766 | November 8, 1994 |
| THE OWNER'S CLUB | 2,608,676 | August 20, 2002 |

| TRADEMARK/SERVICE MARK | SERIAL NO. | FILING DATE |
|--------------------------|------------|-------------------|
| WASHINGTON REDSKINS | 74/300713 | August 3, 1992 |
| FIRST LADIES OF FOOTBALL | 76/316641 | September 4, 2001 |

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

| TRADEMARK/SERVICE MARK | STATE | REG. NO. | ISSUE DATE |
|----------------------------------------------------|----------|--------------------------------------------------|-------------------|
| REDSKINS | Virginia | N/A | February 10, 1975 |
| HOGS | Virginia | N/A | August 23, 1984 |
| WASHINGTON REDSKINS | Virginia | N/A | February 14, 1995 |
| REDSKINS | Virginia | N/A | March 3, 1995 |
| SKINS | Virginia | N/A | March 3, 1995 |
| Design Mark | Virginia | N/A | March 17, 1995 |
| Design Mark | Maryland | 754,637 | January 23, 1975 |
| REDSKINS | Maryland | 754,638 (renewal regis. no. 1995S3360) | January 23, 1975 |
| WASHINGTON REDSKINS | Maryland | 760,334 | November 29, 1976 |
| SKINS | Maryland | 198,5S1,392 (renewal regis. no. 1995S3362) | January 23, 1985 |
| OVER-THE-HILL GANG/WASHINGTON REDSKINS | Maryland | 19,927,521 | November 20, 1992 |
| WASHINGTON REDSKINS - BEAST FROM THE EAST & Design | Maryland | 19,937,530 | January 11, 1993 |

| TRADEMARK/ SERVICE MARK | STATE | REG. NO. | ISSUE DATE |
|----------------------------|----------|------------|--------------------|
| HOGS & Design | Maryland | 19,937,586 | September 21, 1993 |
| SKINS & Design | Maryland | 19,937,588 | September 24, 1993 |
| SKINS | Maryland | 19,957,745 | March 7, 1995 |
| HOGS | Maryland | 19,957,746 | March 7, 1995 |
| REDSKINS | Maryland | 19,957,747 | March 7, 1995 |
| WASHINGTON REDSKINS | Maryland | 19,957,748 | March 7, 1995 |
| Design Mark | Maryland | 19,957,749 | March 7, 1995 |
| HARD PUCK CAFÉ | Maryland | 19,957,756 | March, 16, 1995 |

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

| TRADEMARK/SERVICE MARK | REG. NO. | ISSUE DATE |
|------------------------------|------------|------------------|
| WASHINGTON REDSKINS | TMA251,755 | October 24, 1980 |
| REDSKINS & Design | TMA256,881 | March 13, 1981 |
| Indian Head Design | TMA256,880 | March 13, 1981 |
| Indian Head on Helmet Design | TMA256,879 | March 13, 1981 |

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

| TITLE OF WORK | REG. NO. | REG. DATE | REG. OR. OWNER |
|------------------------------------------------------------------|-----------|--------------|-------------------------------------------------------------------------|
| Washington Redskins: the authorized history / Thom Loverro | TX4553568 | May 06, 1997 | Loverro, Thom; Washing- ton Redskins; Taylor Pub- lishing Company |

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

FOUR TIMES SQUARE
NEW YORK 10036-6522

TELEPHONE No.: (212) 735-3000

FACSIMILE No.: (212) 735-2000

DIRECT FACSIMILE No.: 917-777-3816

EMAIL: kdegan@skadden.com

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FACSIMILE TRANSMITTAL SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: Assignment Division

FIRM: U.S. Patent and Trademark Office

CITY: Arlington DATE: November 1, 2002

TELEPHONE No.: 703-308-9723

FACSIMILE No.: 703-306-5995

FROM: Kimberley Degnan FLR/RM.: 26-306

REFERENCE No.: 401530-269 DIRECT DIAL: 212-735-3816

TOTAL NUMBER OF PAGES INCLUDING COVER(S): 8

THIS FACSIMILE IS INTENDED ONLY FOR USE OF THE ADDRESSEE(S) NAMED HEREIN AND MAY CONTAIN LEGALLY PRIVILEGED AND/OR CONFIDENTIAL INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ADDRESS ABOVE VIA THE LOCAL POSTAL SERVICE. WE WILL REIMBURSE ANY COSTS YOU INCUR IN NOTIFYING US AND RETURNING THE FACSIMILE TO US.

MESSAGE: **Trademarks**

The Commissioner is hereby authorized to charge any fees in connection with the attached recordation request to **Skadden, Arps Deposit Account No. 19-2385 (Our Ref: 401530-269)**

Kimberley Degnan, Trademark Legal Assistant