

Form PTO-1594
(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET 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):

Baltimore Ravens Limited Partnership

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership Maryland

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **SEE ATTACHED**
- Merger
- Change of Name

Execution Date: November 8, 2002

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) 75/660645 75/660644
75/582211 75/109029 75/109030 75/109038

B. Trademark Registration No. (s) 2296021 2177214
2213251 2181148 2181149

Additional number(s) attached Yes No

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

Name: Maria A. Lijoi, Esq.

Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP

Street Address: Four Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2385 (Our Ref: 401530/252)

DO NOT USE THIS SPACE

9. Signature.

Maria A. Lijoi
Name of Person Signing

Maria A. Lijoi
Signature

March 7, 2003
Date

Total number of pages including cover sheet, attachments, and document: 8

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

Continuation of Nature of Conveyance

3. Notice of Confirmation of Grant of Security Interest In Trademarks.

NOTICE OF CONFIRMATION 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 April 19, 2000, as amended, restated or otherwise modified (the "Security Agreement"), by and among Baltimore Ravens Limited Partnership (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank Investors, Football Funding, and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (Bank of America, N.A. in its capacity as collateral agent and any successor in such capacity being hereinafter referred to as the "Collateral Agent"), the Borrower hereby confirms that it 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 Trade Names (as defined in the Security Agreement), including, without limitation, the trademark and service mark registrations and applications shown on the attached Schedule A hereto. The Borrower hereby confirms that it has acknowledged and agreed that the Collateral Agent (and with respect to rights of set-off, 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 set-off 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 Trade Names, including, without limitation, the 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 Trademarks and Trade Names, including, without limitation, the trademark and service mark 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,

BALTIMORE RAVENS LIMITED PARTNERSHIP

By: 

Name: David O. Modell
Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: _____
Name: Wm. Elliott McCabe
Title: Managing Director

The security interest in and to and right of set-off against the Trademarks and Trade Names, including, without limitation, the trademark and service mark 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,

BALTIMORE RAVENS LIMITED
PARTNERSHIP

By: _____
Name:
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Wm. Elliott McCabe
Title: Managing Director

SCHEDULE A

[TO COME]

SCHEDULE A**I. FEDERAL REGISTRATIONS**

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
RAVENSZONE.NET	(75/660,645)	(03/15/99)	Baltimore Ravens, Inc.
RAVENZONE.NET	(75/660,644)	(03/15/99)	Baltimore Ravens, Inc.
BR RAVENS	2,296,021 (75/582,258)	11/30/99 (11/03/98)	Baltimore Ravens, Inc.
DESIGN ONLY	(75/582,211)	(11/03/98)	Baltimore Ravens, Inc.
BALTIMORE RAVENS	2,177,214 (75/075,597)	07/28/98 (03/20/96)	Baltimore Ravens L.P.
B RAVENS	2,213,251 (75/109,028)	12/22/98 (05/23/96)	Baltimore Ravens L.P.
DESIGN ONLY	(75/109,029)	(05/23/96)	Baltimore Ravens L.P.
RAVENS BR	(75/109030)	(05/23/96)	Baltimore Ravens L.P.
DESIGN ONLY	(75/109,038)	(05/23/96)	Baltimore Ravens L.P.
RAVENS 4	2,181,148 (75/123,227)	08/11/98 (06/21/96)	Baltimore Ravens L.P.
4	2,181,149 (75/123,228)	08/11/98 (06/21/96)	Baltimore Ravens L.P.

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
BALTIMORE RAVENS	Virginia	Not Known	9/19/1996	Baltimore Ravens, Inc.

III. CANADIAN REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
B & BIRD HEAD DESIGN	(10297390 0)	(09/22/99)	Baltimore Ravens, Inc.
B & RAVENS DESIGN	(08975390 0)	(11/26/98)	Baltimore Ravens, Inc.
RAVENS HELMET DESIGN	(08157910 0)	(06/19/96)	Baltimore Ravens, Inc.
BALTIMORE RAVENS	(08119340 0)	(05/06/96)	Baltimore Ravens, Inc.
RAVENS	(08087380 0)	(04/02/96)	Baltimore Ravens, Inc.