

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Tennessee Football L.P.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership  
Tennessee

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

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 Tyron 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

3. Nature of conveyance:

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

Execution Date: November 8, 2002

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

A. Trademark Application No.(s) 75/526545 75/526543  
75/526542 75/526641 75/526540 75/526539  
75/526538 75/526537

B. Trademark Registration No.(s) 1810712 1809126  
1228994 1225455 1069143 1066433

Additional number(s) attached  Yes  No 1066431

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: 31

7. Total fee (37 CFR 3.41).....\$ 790.00

- 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.

Continuation of Trademark Application No.(s)

- 4A. 75/526536
- 75/526535
- 75/526534
- 75/526533
- 75/526532
- 75/526531
- 75/526530
- 75/526529
- 75/526528
- 75/526527
- 75/295375
- 75/295165
- 75/219835
- 75/219133
- 75/219132
- 75/219131

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 November 12, 1998, as amended, restated or otherwise modified (the "Security Agreement"), by and among Tennessee Football L.P. (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,

TENNESSEE FOOTBALL L.P.  
By Cumberland Football Management, Inc.  
Its General Partner

By:   
Name: K. S. Adams, Jr.  
Title: Chairman of the Board

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,

TENNESSEE FOOTBALL L.P.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

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

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

STATE OF TEXAS

COUNTY OF HARRIS \_\_\_\_\_

I, Jorene Martin, a Notary Public of the County and State aforesaid, certify that K. S. Adams, Jr. personally came before me this day and acknowledged that he is the Chairman of the Board of Cumberland Football Management, Inc., the General Partner of Tennessee Football L.P., a Tennessee limited partnership, and that by authority duly given and as the act of the limited partnership, the foregoing instrument was signed by him in its name as Chairman of the Board of the General Partner.

WITNESS my hand and official stamp or seal, this 6th day of November, 2002.

*Jorene Martin*  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



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 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/her in its name as \_\_\_\_\_ of \_\_\_\_\_.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of November, 2002.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Notary Seal)

O:\ebshard\T FL PNFL Financing Docs\2002 Revolving Loan Restructure\Miscellaneous\Not Grant Interest TM.wpd

**SCHEDULE A****I. FEDERAL REGISTRATIONS**

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
HOUSTON OILERS	1,810,712	12/14/93	Houston Oilers, Inc.
HOUSTON OILERS	1,809,126	12/07/93	Houston Oilers, Inc.
7 and Design	1,228,994	3/01/83	The Houston Oilers, Inc.
7 and Design	1,225,455	1/25/83	The Houston Oilers, Inc.
HOUSTON OILERS	1,069,143	7/05/77	Houston Oilers, Inc.
OILERS	1,066,433	5/24/77	Houston Oilers, Inc.
OILERS (Stylized Letters)	1,066,431	5/24/77	Houston Oilers, Inc.
TENNESSEE PIONEERS	75-526,545	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,543	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,542	7/28/98	Tennessee Football, L.P.
TENNESSEE PIONEERS	75-526,541	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,540	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,539	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,538	7/28/98	Tennessee Football, L.P.
TENNESSEE TRADITION	75-526,537	7/28/98	Tennessee Football, L.P.
TENNESSEE FURY	75-526,536	7/28/98	Tennessee Football, L.P.
TENNESSEE FURY	75-526,535	7/28/98	Tennessee Football, L.P.
TENNESSEE WOLVES	75-526,534	7/28/98	Tennessee Football, L.P.
TENNESSEE WOLVES	75-526,533	7/28/98	Tennessee Football, L.P.
TENNESSEE VIPERS	75-526,532	7/28/98	Tennessee Football, L.P.
TENNESSEE VIPERS	75-526,531	7/28/98	Tennessee Football, L.P.
TENNESSEE COMMANDERS	75-526,530	7/28/98	Tennessee Football, L.P.
TENNESSEE COMMANDERS	75-526,529	7/28/98	Tennessee Football, L.P.
TENNESSEE PRESIDENTS	75-526,528	7/28/98	Tennessee Football, L.P.
TENNESSEE PRESIDENTS	75-526,527	7/28/98	Tennessee Football, L.P.
TENNESSEE OILERS INAUGURAL SEASON 97 and Design	75-295,375	5/20/97	Tennessee Football, L.P.
TENNESSEE OILERS INAUGURAL SEASON 97 and Design	75-295,165	5/20/97	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,835	12/30/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,133	12/27/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,132	12/27/96	Tennessee Football, L.P.
TENNESSEE OILERS	75-219,131	12/27/96	Tennessee Football, L.P.

**II. STATE REGISTRATIONS**

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
HOUSTON OILERS and Design	Georgia	T13,253	12/30/93	Houston Oilers, Inc.

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DESIGN ONLY	Georgia	T13,252	12/30/93	Houston Oilers, Inc.
HOUSTON OILERS and Design	Georgia	T13,251	12/30/93	Houston Oilers, Inc.
DESIGN ONLY	Georgia	T13,250	12/30/93	Houston Oilers, Inc.
HOUSTON BAD BOYS	Texas	49,987	1/15/90	Houston Oilers, Inc.
DESIGN ONLY	Texas	31,787	3/03/75	Houston Oilers, Inc.
DESIGN ONLY	Texas	31,734	2/03/75	Houston Oilers, Inc.
HOUSTON OILERS and Design	Texas	31,701	1/06/75	Houston Oilers, Inc.

### III. CANADIAN REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
DESIGN ONLY	TMA350,307	1/20/89	Houston Oilers Inc.
DESIGN ONLY	TMA249,765	8/22/80	Houston Oilers, Inc.
HOUSTON OILERS	TMA249,488	8/15/80	Houston Oilers, Inc.