

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

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): Richardson Sports Limited Partnership
[] Individual(s) [] Association
[] General Partnership [x] Limited Partnership North Carolina
[] Corporation-State [] Other
Additional name(s) of conveying party(ies) attached? [] Yes [x] 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
[x] Other National banking association
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[x] Other SEE ATTACHED
Execution Date: November 8, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
Additional number(s) attached [] Yes [x] No

B. Trademark Registration No.(s) 2130948 2129287
2120117 2010429 2233290 2224986

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: 6
7. Total fee (37 CFR 3.41) \$ 165.00
[] Enclosed
[x] 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 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

Notice of Confirmation of Grant of Security Interest In Trademarks And Copyrights.

NOTICE OF CONFIRMATION 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 15, 2002, as amended, restated or otherwise modified (the "Security Agreement"), by and among Richardson Sports 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 and Copyrights (each as defined in the Security Agreement), including, without limitation, the trademark, service mark and copyright 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 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,

RICHARDSON SPORTS LIMITED
PARTNERSHIP

By: Mark S. Richardson
Name: Mark S. Richardson
Title: ~~Vice~~ President

Acknowledged and Accepted:

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

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

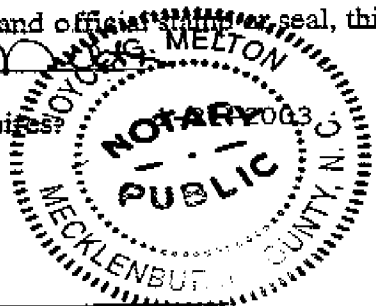
STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Joyce G. Melton, a Notary Public of the County and State aforesaid, certify that Mark S. Richardson personally came before me this day and acknowledged that (s)he is President of Richardson Sports Limited Partnership, a North Carolina limited partnership, and that by authority duly given and as the act of the limited partnership, the foregoing instrument was signed by him/her in its name as President.

WITNESS my hand and official stamp or seal, this 7th day of November, 2002.

Joyce G. Melton
Notary Public
My Commission Expires:



(Notary Seal)

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 _____.

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

Notary Public
My Commission Expires:

(Notary Seal)

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,

RICHARDSON SPORTS LIMITED
PARTNERSHIP

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

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

TRADEMARK	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
7 & DESIGN	2130948 (74/703286)	01/20/1998 (07/19/1995)	RICHARDSON SPORTS LIMITED PARTNERSHIP
7 & DESIGN	2129287 (74/703285)	01/13/1998 (07/19/1995)	RICHARDSON SPORTS LIMITED PARTNERSHIP
CAROLINA PANTHERS	2120117 (74/270164)	12/09/1997 (04/28/1992)	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	2010429 (74/449206)	10/22/1996 (10/21/1993)	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	2233290 (75/259804)	03/23/1999 (03/19/1997)	RICHARDSON SPORTS LIMITED PARTNERSHIP
PROWL TOWEL & DESIGN	2224986 (75/221652)	02/23/1999 (01/06/1997)	RICHARDSON SPORTS LIMITED PARTNERSHIP

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	STATE	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
CAROLINA PANTHERS	NORTH CAROLINA	10129	06/02/1992	RICHARDSON SPORTS LIMITED PARTNERSHIP
CAROLINA PANTHERS	NORTH CAROLINA	10128	06/02/1992	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	VIRGINIA	N/A	10/03/1996	RICHARDSON SPORTS LIMITED PARTNERSHIP

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
CAROLINA PANTHERS	(0740328)	(10/29/1993)	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	TMA476649 (0740359)	05/22/1997 (11/01/1993)	RICHARDSON SPORTS LIMITED PARTNERSHIP

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO.	DATE OF REG.	OWNER
STAND AND CHEER (FOR THE PANTHERS)	PAu2037834	08/14/1995	RICHARDSON SPORTS, LP