

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

Tab settings ⇐ ⇐ ⇐ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Buccaneers Limited Partnership

- ☐ Individual(s) ☐ Association
☐ General Partnership ☒ Limited Partnership
☐ Corporation-State Delaware
☐ Other _____

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 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

3. Nature of conveyance:

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

Execution Date: **November 8, 2002**

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

A. Trademark Application No.(s) **75/487202 75/461446**
75/461445 75/265062 75/265061 75/265060
75/265058 75/262570

Additional number(s) attached ☒ Yes ☐ No **1085103 1085102 1080614**

B. Trademark Registration No.(s) **1812092 1809129**
1224589 1224588 1091109 1085720

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:

287. Total fee (37 CFR 3.41).....\$ **715.00**

- ☐ 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



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

700025734

TRADEMARK
REEL: 002616 FRAME: 0267

Continuation of Nature of Conveyance

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

Continuation of Trademark Application No.(s)

- 4A. 75/262398
- 75/262394
- 75/262382
- 75/262281
- 75/262280
- 75/262279
- 75/262278
- 75/262277
- 75/262276
- 75/262275
- 75/262247

NOTICE OF CONFIRMATION OF
GRANT OF SECURITY INTEREST
IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

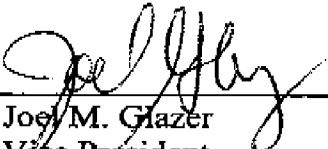
Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998, as amended, restated or otherwise modified (the "Security Agreement"), by and among Buccaneers Limited Partnership (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank 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,

BUCCANEERS LIMITED PARTNERSHIP,
a Delaware limited partnership

By: TAMPA BAY BROADCASTING, INC., a
Delaware corporation, its sole general
partner

By: 
Joe M. Glazer
Vice President

(Corporate Seal)

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,

BUCCANEERS LIMITED PARTNERSHIP

By: _____

Name:

Title:

Acknowledged and Accepted:

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

By: _____

Name: Wm. Elliott McCabe

Title: Managing Director

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I, Michelle McCune, a Notary Public of the County and State
aforesaid, certify that Joel M. Glazer, personally came before me this day and
acknowledged that he is the Vice President of Tampa Bay Broadcasting, Inc., a Delaware
corporation, the sole general partner of Buccaneers Limited Partnership, a Delaware
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
VP.

WITNESS my hand and official stamp or seal, this 16 day of November, 2002.

Michelle McCune

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)

SCHEDULE A**I. FEDERAL REGISTRATIONS**

| MARK | REG. / APP. NO. | REG. / APP. DATE | RECORD OWNER |
|----------------------|-----------------|------------------|--------------------------------|
| DESIGN ONLY | 1,812,092 | 12/21/93 | Buccaneers Limited Partnership |
| TAMPA BAY BUCCANEERS | 1,809,129 | 12/07/93 | Buccaneers Limited Partnership |
| 7 and Design | 1,224,589 | 1/18/83 | Buccaneers Limited Partnership |
| 7 and Design | 1,224,588 | 1/18/83 | Buccaneers Limited Partnership |
| BUCS | 1,091,109 | 5/09/78 | Buccaneers Limited Partnership |
| DESIGN ONLY | 1,085,720 | 2/14/78 | Buccaneers Limited Partnership |
| BUCCANEERS | 1,085,103 | 2/07/78 | Buccaneers Limited Partnership |
| TAMPA BAY BUCCANEERS | 1,085,102 | 2/07/78 | Buccaneers Limited Partnership |
| DESIGN ONLY | 1,080,614 | 12/27/77 | Buccaneers Limited Partnership |
| Pewter Partner | 75-487,202 | 5/18/98 | Buccaneers Limited Partnership |
| 97 and Design | 75-461,446 | 4/02/97 | Buccaneers Limited Partnership |
| 97 and Design | 75-461,445 | 4/02/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-265,062 | 3/27/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-265,061 | 3/27/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-265,060 | 3/27/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-265,058 | 3/27/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,570 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,398 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,394 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,382 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,281 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,280 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,279 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,278 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,277 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,276 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,275 | 3/21/97 | Buccaneers Limited Partnership |
| DESIGN ONLY | 75-262,247 | 3/21/97 | Buccaneers Limited Partnership |

II. STATE REGISTRATIONS

| MARK | STATE | REG. NO. | REG. DATE | RECORD OWNER |
|------------------------|---------|-----------|-----------|--------------------------------|
| BUCS | Florida | 917,633 | 4/21/97 | Buccaneers Limited Partnership |
| A NEW DAY IN TAMPA BAY | Florida | T,951,157 | 9/19/95 | Buccaneers Limited Partnership |
| SWASH-BUC-LERS | Florida | 924,299 | 4/14/81 | Buccaneers Limited Partnership |

III. CANADIAN REGISTRATIONS

| MARK | REG. / APP. NO. | REG. / APP. DATE | RECORD OWNER |
|-------------|--------------------|---------------------|--------------------------------|
| DESIGN ONLY | 0842,630 | 4/18/97 | Buccaneers Limited Partnership |