


RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 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): Football Northwest LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State Washington <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Bank of America, N.A.</u> Internal Address: <u>Bank of America Corporate Center</u> Street Address: <u>100 North Tyron Street</u> City: <u>Charlotte</u> State: <u>NC</u> Zip: <u>29255</u> <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 <u>National banking association</u> <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>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>SEE ATTACHED</u> Execution Date: <u>November 8, 2002</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>75/518546 75/518547</u> <u>75/544257 75/544260 75/543588 75/543589</u> <u>75/590929 75/590930 75/509742</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B. Trademark Registration No.(s) <u>1065460</u> <u>2375925 1228993</u> <u>2378690 1817892 1065459 1266602</u> <u>1194116 1064675 1908395</u>	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Maria A. Lijoi, Esq.</u> Internal Address: <u>Skadden, Arps, Slate, Meagher & Flom LLP</u> Street Address: <u>Four Times Square</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036-6522</u>	6. Total number of applications and registrations involved: 28 7. Total fee (37 CFR 3.41): \$ <u>715.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>19-2385 (Our Ref: 401530/252)</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Maria A. Lijoi</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>March 7, 2003</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> 10 </div>		

Total number of pages including cover sheet, attachments, and document:
 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 And Copyrights.

Continuation of Trademark Application No.(s)

4A. 75/509741
75/509629
75/509740
75/509743
75/544205
75/544256
75/543460
75/544258
75/543888

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 12, 2001, as amended, restated or otherwise modified (the "Security Agreement"), by and among Football Northwest LLC (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,

FOOTBALL NORTHWEST LLC

By:

Michael R. Penfeldt
Name: MICHAEL R. PENFELDT
Title: SENIOR VICE 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 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,

FOOTBALL NORTHWEST LLC

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 WASHINGTON

COUNTY OF SNOHOMISH

I, KIM LINDBECK, a Notary Public of the County and State aforesaid, certify that MICHAEL P. PENNINGTON, personally came before me this day and acknowledged that (s)he is SERVICE PRESIDENT of Football Northwest LLC, a Washington limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him/her in its name as _____.

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

[Signature]
Notary Public
My Commission Expires: 3/15/04

(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. UNITED STATES TRADEMARK REGISTRATIONS**

MARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	RECORD OWNER(S)
00 and Design	(75-518,546)	(7/14/1998)	Football Northwest LLC (Washington Limited Liability Company)
00 and Design	2,375,925 (75-518,548)	8/8/2000 (7/14/1998)	Football Northwest LLC (Washington Limited Liability Company)
00 and Design	(75-518,547)	(7/14/1998)	Football Northwest LLC (Washington Limited Liability Company)
7 and Design [Seahawk Uniform Design (Away)]	1,228,993 (73-336,718)	3/1/1983 (11/12/1981)	Football Northwest LLC (Washington Limited Liability Corporation)
ALIVE AND KICKIN'	(75-544,257)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
ALIVE AND KICKIN'	(75-544,260)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
ALIVE AND KICKIN'	(75-543,588)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
ALIVE AND KICKIN'	(75-543,589)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Company)
BLITZ	(75-590,929)	(11/18/1998)	Football Northwest LLC (Washington Limited Liability Company)
BLITZ	(75-590,930)	(11/18/1998)	Football Northwest LLC (Washington Limited Liability Company)
BLITZ	2,378,690 (75-595,450)	8/22/2000 (11/25/1998)	Football Northwest LLC (Washington Limited Liability Company)
DESIGN ONLY [Seahawk Helmet Design]	1,817,892 (74-314,646)	1/25/1994 (9/17/1992)	Football Northwest LLC (Washington Limited Liability Corporation)
DESIGN ONLY [Seahawk Helmet Design]	1,065,459 (73-080,790)	5/10/1977 (3/19/1976)	Football Northwest LLC (Washington Limited Liability Corporation)
DESIGN ONLY [Seahawk Uniform Design (Home)]	1,266,602 (73-336,717)	2/7/1984 (11/12/1981)	Football Northwest LLC (Washington Limited Liability Corporation)
SEA GALS	1,194,116 (73-195,534)	4/20/1982 (12/4/1978)	Football Northwest LLC (Washington Limited Liability Corporation)

MARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	RECORD OWNER(S)
SEAHAWKS ALUMNI	(75-509,742)	(6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
SEAHAWKS ACADEMY	(75-509,741)	(6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
SEAHAWKS	1,064,675 (73-086,865)	4/26/1977 (8/12/1976)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS CHARITABLE FOUNDATION	(75-509,629)	(6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS CHARITABLE FOUNDATION	(75-509,740)	(6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS CHARITABLE FOUNDATION	(75-509,743)	(6/29/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS	1,908,395 (74-314,647)	8/1/1995 (9/17/1992)	Football Northwest LLC (Washington Limited Liability Corporation)
SEATTLE SEAHAWKS	1,065,460 (73-080,791)	5/10/1977 (3/19/1976)	Football Northwest LLC (Washington Limited Liability Corporation)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-544,205)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-544,256)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-543,460)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-544,258)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)
WE'RE ALIVE AND KICKIN'. ARE YOU?	(75-543,888)	(8/27/1998)	Football Northwest LLC (Washington Limited Liability Corporation)

II. STATE TRADEMARK REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DESIGN ONLY	Washington	9,218	8/5/1975	Seattle Professional Football, (A Limited Partnership)
DESIGN ONLY	Washington	12,090	9/23/1980	Seattle Seahawks, Inc.

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
READY, SET, GOALS Stylized Letters	Washington	29,148	8/22/2000	Seattle Seahawks, (A Washington Corporation)
SEA GALS and Design	Washington	10,975	12/8/1978	Football Northwest LLC, (A Washington Limited Liability Company)
SEAHAWKS Stylized Letters	Washington	12,091	9/23/1980	Seattle Seahawks, Inc.
SEATTLE SEAHAWKS and Design	Washington	9,217	8/5/1975	Seattle Professional Football, (A Limited Partnership)
DESIGN ONLY	California	14062 (Renewal) 75,529 (Original)	12/20/1984	Seattle Seahawks, Inc., (A Washington Corporation)
DESIGN ONLY	California	13991 (Renewal) 75,019 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)
SEATTLE SEAHAWKS Stylized Letters	California	13995 (Renewal) 75,023 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)
SEATTLE SEAHAWKS Stylized Letters	California	13994 (Renewal) 75,022 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)
SEAHAWKS	California	13993 (Renewal) 75,021 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)
SEAHAWKS Stylized Letters	California	13992 (Renewal) 75,020 (Original)	11/5/1984	Seattle Seahawks, Inc. (A Washington Corporation)

III. CANADIAN TRADEMARK REGISTRATIONS

MARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	RECORD OWNER(S)
DESIGN ONLY [BIRD'S HEAD-HAWK DESIGN]	TMA481,662 (0475,384)	8/27/1997 (9/11/1981)	Seattle Seahawks, Inc.
HAWK'S HEAD and Design	TMA256,833 (0404,029)	3/13/1981 (11/8/1976)	Seattle Seahawks, Inc. (A Washington Corporation)
SEAHAWKS	TMA249,502 (0404,022)	8/15/1980 (11/8/1976)	Seattle Seahawks, Inc. (A Washington Corporation)

MARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	RECORD OWNER(S)
SEATTLE SEAHAWKS	TMA249,501 (0404,021)	8/15/1980 (11/8/1976)	Seattle Seahawks, Inc. (A Washington Corporation)

IV. UNITED STATES COPYRIGHT REGISTRATIONS

TITLE	REG. NO.	REG. DATE	RECORD OWNER(S)
The Blue Wave Seattle Seahawks and Design.	VA100386	9/25/1986	Football Northwest, LLC.
Seahawks.	VA589971	7/13/1993	Football Northwest, LLC.