

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

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

1. Name of conveying party(ies): Philadelphia Eagles Limited Partnership predecessor to Philadelphia Eagles, LLC [ ] Individual(s) [ ] General Partnership [ ] Corporation-State [ ] Other [ ] Association [x] Limited Partnership Pennsylvania 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 [ ] Security Agreement [x] 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) 75/861690 75/861995 76/124708 76/267947 B. Trademark Registration No.(s) 1041475 1534709 1534708 1108239 1889819 2114816 1041476 Additional number(s) attached [ ] Yes [x] No 1086152 1528851 1807444

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: 14 7. Total fee (37 CFR 3.41): \$ 365.00 [ ] 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 Name of Person Signing Signature Date March 7, 2003 Total number of pages including cover sheet, attachments, and document: 9

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

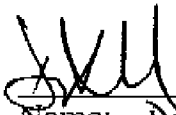
Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of May 24, 2001, (as amended, restated or otherwise modified the "Security Agreement"), by and among Philadelphia Eagles Limited Partnership (predecessor to Philadelphia Eagles, 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 (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,

PHILADELPHIA EAGLES, LLC

By:   
Name: Donald S. Smolenski  
Title: Senior VP / CFO

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,

PHILADELPHIA EAGLES, 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

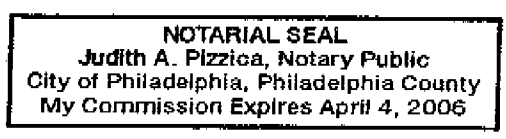
STATE OF Pennsylvania

COUNTY OF Philadelphia

I, Judith A. Pizzica, a Notary Public of the County and State aforesaid, certify that Donald Smolenski, personally came before me this day and acknowledged that (s)he is Senior VP / CFO of Philadelphia Eagles, LLC, a Pennsylvania 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 Senior VP / CFO.

WITNESS my hand and official stamp or seal, this 5<sup>th</sup> day of November, 2002.

Judith A. Pizzica  
Notary Public  
My Commission Expires: April 4, 2006



(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**

**United States, State and Canadian Trademark Registrations and Applications for the PHILADELPHIA EAGLES**

**I. UNITED STATES TRADEMARK REGISTRATIONS**

TRADEMARK	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
7 & DESIGN	1534709 (73/700453)	04/11/89 (12/11/87)	PHILADELPHIA EAGLES, L.P.
7 & DESIGN	1534708 (73/700452)	04/11/89 (12/11/87)	PHILADELPHIA EAGLES, L.P.
9 & DESIGN	(75/861690)	(12/01/99)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
9 & DESIGN	(75/861995)	(12/01/99)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
DESIGN ONLY	1108239 (73/116570)	12/05/78 (02/22/77)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
DESIGN ONLY	1889819 (74/300718)	04/18/95 (08/03/92)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
DESIGN ONLY	2114816 (75/132537)	11/18/97 (07/11/96)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
DESIGN ONLY	1041476 (73/045510)	06/15/76 (02/28/75)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
EAGLES	1086152 (73/114853)	02/21/78 (02/07/77)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
PHILADELPHIA EAGLES CHEERLEADERS E & DESIGN	1528851 (73/727546)	03/07/89 (05/10/88)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
PHILADELPHIA EAGLES	1807444 (74/300719)	11/30/93 (08/03/92)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP

TRADEMARK	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
PHILADELPHIA EAGLES	1041475 (73/045509)	06/15/76 (02/28/75)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
PICKLE POWER & DESIGN	(76/124708)	(09/08/00)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP
TRAINING CAMP & DESIGN	(75/267947)	(04/02/97)	PHILADELPHIA EAGLES LIMITED PART- NERSHIP

**II. STATE TRADEMARK REGISTRATIONS**

TRADEMARK	STATE	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
PHILADELPHIA EAGLES & DESIGN	CALIFORNIA	96950	01/06/93	PHILADELPHIA EAGLES INC. D/B/A PHILADEL- PHIA EAGLES L.P.
PHILADELPHIA EAGLES & DESIGN	CALIFORNIA	96946	01/06/93	PHILADELPHIA EAGLES INC. D/B/A PHILADEL- PHIA EAGLES L.P.
PHILADELPHIA EAGLES & DESIGN	CALIFORNIA	96966	01/11/93	PHILADELPHIA EAGLES INC. D/B/A PHILADEL- PHIA EAGLES L.P.
DESIGN ONLY	PENNSYLVANIA	N/A	N/A	THE PHILADELPHIA EA- GLES FOOTBALL
DESIGN ONLY	PENNSYLVANIA	N/A	N/A	PHILADELPHIA EAGLES FOOTBALL
EAGLES	PENNSYLVANIA	N/A	N/A	PHILADELPHIA EAGLES FOOTBALL



TRADEMARK	STATE	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
THE PHILADELPHIA EAGLES	PENNSYLVANIA	N/A	N/A	PHILADELPHIA EAGLES FOOTBALL

### III. CANADIAN TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO. (APP. NO.)	DATE OF REG. (FILING DATE)	OWNER
DESIGN ONLY	TMA256898 (0363308)	03/13/81 (04/09/73)	THE PHILADELPHIA EAGLES FOOTBALL CLUB, A LIMITED PARTNERSHIP
DESIGN ONLY	TMA530515 (0897544)	07/26/00 (11/26/98)	THE PHILADELPHIA EAGLES FOOTBALL CLUB, A LIMITED PARTNERSHIP
DESIGN ONLY	TMA256899 (0363309)	03/13/81 (04/09/73)	THE PHILADELPHIA EAGLES FOOTBALL CLUB, A LIMITED PARTNERSHIP
DESIGN ONLY	TMA256876 (0363310)	03/13/81 (04/09/73)	THE PHILADELPHIA EAGLES FOOTBALL CLUB, A LIMITED PARTNERSHIP
DESIGN ONLY	TMA530517 (0897545)	07/26/00 (11/26/98)	THE PHILADELPHIA EAGLES FOOTBALL CLUB, A LIMITED PARTNERSHIP
PHILADELPHIA EAGLES	TMA251757 (0363311)	10/24/80 (04/09/73)	THE PHILADELPHIA EAGLES FOOTBALL CLUB, A LIMITED PARTNERSHIP