

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):

Pro-Football, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Maryland 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) 74/300713 76/316641

B. Trademark Registration No.(s) 836122 989220 986668 978824 987127 1085092 1086644

Additional number(s) attached Yes No 1228991 1228992 1606810

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: 15

7. Total fee (37 CFR 3.41) \$ 390.00

- 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 12, 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 And Copyrights.

Continuation of Trademark Registration No.(s)

4B. 1611610
1861766
2608676

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 October 16, 2002, as amended, restated or otherwise modified (the "Security Agreement"), by and among Pro-Football, Inc. (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,

PRO-FOOTBALL, INC.

By:


Name: N.D. Chirite
Title: Senior Vice President and
General Counsel

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,

PRO-FOOTBALL, INC.

By:

Name: N.D. Chirite
Title: Senior Vice President and
General Counsel

Acknowledged and Accepted:

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

By:

Wm Elliott McCabe

Name: Wm. Elliott McCabe

Title: Managing Director

SCHEDULE A**1. UNITED STATES FEDERAL TRADEMARK AND SERVICE MARK REGISTRATIONS AND USE-BASED APPLICATIONS**

TRADEMARK/SERVICE MARK	REG. NO.	ISSUE DATE OF REG.
THE REDSKINS & Design	836,122	September 26, 1967
Indian Head & Helmet Design	989,220	July 23, 1974
WASHINGTON REDSKINS & Design	986,668	June 18, 1974
WASHINGTON REDSKINS	978,824	February 12, 1974
THE REDSKINS & Lance Design	987,127	June 25, 1974
REDSKINS	1,085,092	February 7, 1978
Indian Head Design	1,086,644	February 28, 1978
7 & Uniform Design	1,228,991	March 1, 1983
7 & Uniform Design	1,228,992	March 1, 1983
REDSKINETTES	1,606,810	July 17, 1990
R Design	1,611,610	August 28, 1990
Helmet Design	1,861,766	November 8, 1994
THE OWNER'S CLUB	2,608,676	August 20, 2002

TRADEMARK/SERVICE MARK	SERIAL NO.	FILING DATE
WASHINGTON REDSKINS	74/300713	August 3, 1992
FIRST LADIES OF FOOTBALL	76/316641	September 4, 2001

2. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK/ SERVICE MARK	STATE	REG. NO.	ISSUE DATE
REDSKINS	Virginia	N/A	February 10, 1975
HOGS	Virginia	N/A	August 23, 1984
WASHINGTON REDSKINS	Virginia	N/A	February 14, 1995
REDSKINS	Virginia	N/A	March 3, 1995
SKINS	Virginia	N/A	March 3, 1995
Design Mark	Virginia	N/A	March 17, 1995
Design Mark	Maryland	754,637	January 23, 1975
REDSKINS	Maryland	754,638 (renewal regis. no. 1995S3360)	January 23, 1975
WASHINGTON REDSKINS	Maryland	760,334	November 29, 1976
SKINS	Maryland	198,5S1,392 (renewal regis. no. 1995S3362)	January 23, 1985
OVER-THE-HILL GANG/WASHINGTON REDSKINS	Maryland	19,927,521	November 20, 1992
WASHINGTON REDSKINS -BEAST FROM THE EAST & De- sign	Maryland	19,937,530	January 11, 1993
HOGS & Design	Maryland	19,937,586	September 21, 1993

TRADEMARK/ SERVICE MARK	STATE	REG. NO.	ISSUE DATE
SKINS & Design	Maryland	19,937,588	September 24, 1993
SKINS	Maryland	19,957,745	March 7, 1995
HOGS	Maryland	19,957,746	March 7, 1995
REDSKINS	Maryland	19,957,747	March 7, 1995
WASHINGTON REDSKINS	Maryland	19,957,748	March 7, 1995
Design Mark	Maryland	19,957,749	March 7, 1995
HARD PUCK CAFÉ	Maryland	19,957,756	March, 16, 1995

3. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK/SERVICE MARK	REG. NO.	ISSUE DATE
WASHINGTON REDSKINS	TMA251,755	October 24, 1980
REDSKINS & Design	TMA256,881	March 13, 1981
Indian Head Design	TMA256,880	March 13, 1981
Indian Head on Helmet Design	TMA256,879	March 13, 1981

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TITLE OF WORK	REG. NO.	REG. DATE	RECORD OWNER
Washington Redskins: the authorized history / Thom Loverro	TX4553568	May 06, 1997	Loverro, Thom; Washing- ton Redskins; Taylor Pub- lishing Company