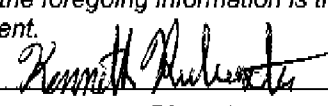


Form PTO-1594 (rev 3/1)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U. S. Department of Commerce Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Houston NFL Holdings, L.P. Reliant Stadium Two Reliant Park Houston, TX 7054 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership - Delaware <input type="checkbox"/> Corporation <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) Bank of America, N.A. Bank of America Corporate Center 100 North Tryon Street Charlotte, North Carolina 28255 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other – National Banking Association <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)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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 – Notice of Grant of Security Interest in Trademarks Execution Date: January 5, 2004		
4. Application number(s) or registration number(s): A. Trademark Application No(s). Please see attached Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	B. Trademark Registration No(s). Please see attached Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Kenneth A. Rubenstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036	6. Total number of applications/registrations involved: 8 7. Total fee (37 CFR 3.41) \$215 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 401530/286) 8. Deposit Account No. 19-2385	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Kenneth A. Rubenstein</u> Name </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>January 21, 2004</u> Date </div> </div>		
Total number of pages including cover sheet, attachments, and document: 7		

CH \$215.00 192385 76107049

Page 2

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
76107049	2666988
76107048	2669493
76107046	2743404
78298748	
78059651	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office
Mail Stop Assignment Recordation Service
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of January 5, 2004 (the "Security Agreement"), by and among HOUSTON NFL HOLDINGS, L.P. (the "Borrower"), and Bank of America, N.A., acting as collateral agent for the Secured Parties (as defined in the Security Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Collateral Agent"), the Borrower has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of set off against, its Trademarks and Trade Names and Copyrights (each 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 has acknowledged and agreed that the Collateral Agent (and with respect to rights of setoff, 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 setoff 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 (each as defined in the Security Agreement), including, without limitation, the trademark and service mark registrations and applications shown on the attached Schedule A hereto.

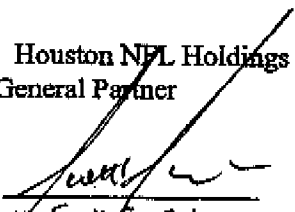
The security interest in and to and right of set-off against the Trademarks and Trade Names and Copyrights, including, without limitation, the trademark and service mark registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

HOUSTON NFL HOLDINGS, LP

By: RCM Sports & Leisure, L.P.,
its General Partner

By: Houston NFL Holdings GP, L.L.C.,
its General Partner

By: 
Name: Scott E. Schwinger
Title: Sr. V.P., Treasurer, CFO

Acknowledged and Accepted:

Bank of America, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

Very truly yours,

HOUSTON NFL HOLDINGS, LP

By: RCM Sports & Leisure, L.P.,
its General Partner

By: Houston NFL Holdings GP, L.L.C.,
its General Partner

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 Texas

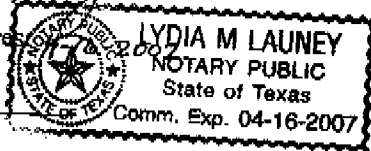
COUNTY OF Harris

I, LYDIA M. LAUNEY, a Notary Public of the County and State aforesaid, certify that Scott E. Schwanger, personally came before me this day and acknowledged that (s)he is S. Y.P. Treasurer, CFO of Houston NFL Holdings GP, L.L.C., the general partner of RCM Sports & Leisure, L.P., who in turn is the general partner of HOUSTON NFL HOLDINGS, L.P., a Delaware limited partnership and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as S. Y.P. Treasurer, CFO of HOUSTON NFL Holdings GP, LLC

WITNESS my hand and official stamp or seal, this 2nd day of January, 2004.

Lydia M. Launey

Notary Public
My Commission Expires



(Notary Seal)

STATE OF TEXAS

COUNTY OF Harris

SCHEDULE A

**United States Trademark
Registrations and Applications for
HOUSTON NFL HOLDINGS, L.P.**

Trademark	Jurisdiction	Reg. No. - (App. No.)	Reg. Date - (App. Date)	Record Owner
Design only	US	(76-107,049)	(08/10/2000)	Houston NFL Holdings, L.P.
Design only	US	(76-107,048)	(08/10/2000)	Houston NFL Holdings, L.P.
Design only	US	2,666,988 (76-107,047)	12/24/2002 (08/10/2000)	Houston NFL Holdings, L.P.
Design only	US	(76-107,046)	(08/10/2000)	Houston NFL Holdings, L.P.
HOUSTON TEXANS	US	2,669,493 (75-671,787)	12/31/2002 (03/31/1999)	Houston NFL Holdings, L.P.
HOUSTON TEXANS	US	2,743,404 (76-220,927)	07/29/2003 (03/07/2001)	Houston NFL Holdings, L.P.
FOOTBALL FIESTA	US	(78-298,748)	Pending (9/10/2003)	Houston NFL Holdings, L.P.
TORO	US	(78-059,651)	(04/20/2001)	Houston NFL Holdings, L.P.