

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):
Baltimore Ravens Limited Partnership

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**

Individual(s) Association
 General Partnership
 Limited Partnership - Delaware
 Corporation
 Other
Additional name(s) of conveying party(ies) attached? Yes No

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation
 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 - Notice of Grant of Security Interest
in Trademarks and Copyrights

Execution Date: **April 7, 2004**

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

A. Trademark Application No(s).
Please see attached

B. Trademark Registration No(s).
Please see attached

Additional numbers attached? Yes 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: 15

7. Total fee (37 CFR 3.41) **\$390**
 All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/241)

8. Deposit Account No. 19-2385

DO NOT USE THIS SPACE

9. Statement and signature.

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.

Kenneth A. Rubenstein



May 6, 2004

Name

Signature

Date

Total number of pages including cover sheet, attachments, and document: **9**

CH \$390.00 192385 76396949

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CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
76396949	2466320
76325013	2296021
76125667	2177214
76125666	2213251
76125665	2330051
	2686830
	2181148
	2181149
	2497192
	2460531

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of April 19, 2000 by and between BALTIMORE RAVENS LIMITED PARTNERSHIP, a Delaware limited partnership (the "Assignor") and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has assigned and granted to the Assignee for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of April 7, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"; together with the Original Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (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 a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement).

NOW THEREFORE, please be advised that:

1) Pursuant to the Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against, and acknowledged and agreed that the Assignee (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 a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and

2) The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

BALTIMORE RAVENS LIMITED
PARTNERSHIP

By:  _____

Name: Luis Perez

Title: CFO, Treasurer and Secretary

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____

Name: _____

Title: _____

I, Mary Carol Miller, a Notary Public of the County and State aforesaid, certify that Ricci Perez, personally came before me this day and acknowledged that (s)he is officer of Baltimore Ravens Limited Partnership, a Maryland limited partnership, and that by authority duly given and as the act of the partnership, the foregoing instrument was signed by him/her in its name as officer.

WITNESS my hand and official stamp or seal, this 5th day of April, 2004.

Mary Carol Miller
Notary Public

My Commission Expires:

01/01/06
(Notary Seal)

STATE OF Maryland

COUNTY OF Baltimore

Very truly yours,

BALTIMORE RAVENS LIMITED
PARTNERSHIP

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

Schedule A

United States, State and Canadian Trademark
Registrations and Applications for the
BALTIMORE RAVENS

I. FEDERAL REGISTRATIONS

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
RAVENZONE.NET	2,466,320 (75/660,644)	07/03/01 (03/15/99)
BR RAVENS and Design	2,296,021 (75/582,258)	11/30/99 (11/03/98)
BALTIMORE RAVENS	2,177,214 (75/075,597)	07/28/98 (03/20/96)
B RAVENS	2,213,251 (75/109,028)	12/22/98 (05/23/96)
DESIGN ONLY	2,330,051 (75/109,029)	03/14/00 (05/23/96)
RAVENS BR and Design	2,686,830 (75/109,030)	02/11/03 (05/23/96)
RAVENS 4 and Design	2,181,148 (75/123,227)	08/11/98 (06/21/96)
4 and Design	2,181,149 (75/123,228)	08/11/98 (06/21/96)
ALL COMMUNITY TEAM and Design	(76/396,949)	(04/16/02)
ALL COMMUNITY TEAM	(76/325,013)	(10/12/01)
RAVENS B R and Design	(76/125,667)	(09/11/00)
RAVENS B R and Design	(76/125,666)	(09/11/00)
RAVENS B R and Design	(76/125,665)	(09/11/00)
B and Design	2,497,192 (76/035,798)	10/09/01 (06/11/99)
RAVENSZONE.NET	2,460,531 (75/980,275)	06/12/01 (03/15/99)

II. STATE REGISTRATIONS

Mark	State	Reg. No. (App. No.)	Reg. Date (App. Date)
BALTIMORE RAVENS	Virginia	3,900	9/19/1996
B R and Design	Florida	T,200,196	01/18/01
DESIGN ONLY	Florida	T,200,195	01/18/01
DESIGN ONLY	Florida	T,200,194	01/18/01
BALTIMORE RAVENS and Design	Florida	T,200,193	01/18/01
BALTIMORE RAVENS and Design	Florida	T,200,192	01/18/01
BALTIMORE RAVENS and Design	Florida	T,200,191	01/18/01
DESIGN ONLY	Florida	T,200,190	01/18/01
B and Design	Florida	T,200,189	01/18/01
B and Design	Florida	T,200,188	01/18/01
B and Design	Florida	T,200,187	01/17/01

III. CANADIAN REGISTRATIONS

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
B and Design	(1029,739)	(09/22/99)
B RAVENS and Design	TMA 536,814 (0897,539)	11/07/00 (11/26/98)
BALTIMORE RAVENS	TMA 587,996 (0811,934)	08/25/03 (05/06/96)