

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

The St. Louis Rams Partnership

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other

Citizenship Delaware

Execution Date(s) November 5, 2004

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Bank of America, N.A.

Internal Address: 100 North Tryon Street

Street Address: _____

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

Association – Citizenship _____

General Partnership – Citizenship _____

Limited Partnership – Citizenship _____

Corporation – Citizenship _____

Other National Banking Association

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment

Other: **Notice of Grant of Security Interest in Trademarks**

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

A. Trademark Application No(s).

76611873 76611872 76611827
76611826 76611825

B. Trademark Registration No(s).

2452785 2808932 2565679
2836734 2541067 2443393
2592107 1889818 1861767
969844 971047 971046

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
Tel: (212) 735-4188
Fax: (917) 777-4188
krubenst@skadden.com

6. Total number of applications and registrations involved:

17

7. Total fee (37 CFR 1.21(h) and 3.41) \$ 440

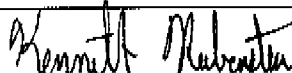
All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/249)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: **Faith C. Robinson**

9. Signature.



Signature

November 23, 2004

Date

Kenneth A. Rubenstein, Esq.

Name of Person Signing

Total number of pages including cover sheet, and documents:

7

CH \$440.00 192385 76611873

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of November 12, 1998 by and between The St. Louis Rams Partnership, a Delaware general partnership (the "Assignor"), and Bank of America, N.A.(as successor to NationsBank, 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 November 5, 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,

Very truly yours,

THE ST. LOUIS RAMS PARTNERSHIP
A Delaware general partnership

By: The Rams Football Company, Inc.,
a Delaware corporation,
its Managing 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

Very truly yours,

THE ST. LOUIS RAMS PARTNERSHIP
A Delaware general partnership

By: The Rams Football Company, Inc.,
a Delaware corporation,
its Managing Partner

By: 
Name: JEFF BREWER
Title: TREASURER

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

STATE OF California

COUNTY OF Orange

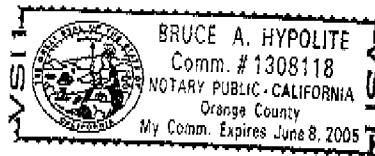
I, Bruce A. Hypolite, a Notary Public of the County and State aforesaid, certify that Jeff Brewer, personally came before me this day and acknowledged that (s)he is Treasurer of St. Louis Rams Partnership, a Delaware general partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by (him)her in its name as Treasurer.

WITNESS my hand and official stamp or seal, this 4th day of November, 2004.

Bruce A. Hypolite
Notary Public

My Commission Expires:

6-8-05
(Notary Seal)



SCHEDULE A**I. FEDERAL TRADEMARK REGISTRATIONS**

MARK	REG. NO.	REG. DATE	RECORD OWNER
03 and Design	76-611,873	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
03 and Design	76-611,872	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	76-611,827	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	76-611,826	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
ST. LOUIS RAMS (Stylized Letters)	76-611,825	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
ST. LOUIS RAMS CHEERLEADERS	2,452,785	5/22/01	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	2,808,932	1/27/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	2,565,679	4/30/02	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	2,836,734	4/27/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.

DESIGN ONLY	2,541,067	2/19/02	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	2,443,393	4/10/01	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
R (Stylized Letters)	2,592,107	7/09/02	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
LOS ANGELES RAMS	1,889,818	4/18/95	St. Louis Rams Partnership
DESIGN ONLY	1,861,767	11/08/94	St. Louis Rams Partnership
DESIGN ONLY	969,844	10/02/73	St. Louis Rams Partnership
LOS ANGELES RAMS	971,047	10/16/73	St. Louis Rams Partnership
DESIGN ONLY	971,046	10/16/73	St. Louis Rams Partnership