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):

Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie
Minnesota 55344

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
___ Corporation
_X_ Other **Limited Liability Company**
Citizenship **Delaware**
Execution Date(s) **June 14, 2005**

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

2. Name and Address of receiving party(ies)
Additional name(s) & address(es) attached? ___ Yes _X_ No
Name: **Bank of America, N.A.**
Internal Address: ___
Street Address: **100 North Tyron Street**
Bank of America Corporate Center
City: **Charlotte**
State: **North Carolina**
Country: **North Carolina** Zip: **295255**

___ Association – Citizenship ___
___ General Partnership – Citizenship ___
___ Limited Partnership – Citizenship ___
___ Corporation – Citizenship ___
_X_ Other **National Association**
Citizenship ___

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

3. Nature of conveyance:
___ Assignment ___ Merger
_X_ Security Agreement ___ Change of Name
___ Government Interest Assignment
___ Other ___

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

A. Trademark Application No(s).
78507291 78507317

B. Trademark Registration No(s).
1228998 1230476 1850664
2876746 997179 997181
2959064 1878590 997182
997180

Additional numbers attached? ___ Yes _X_ 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) 7777-4188
KRubenst@skadden.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 1.21(h) and 3.41) **$260**

_X_ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 090770/1)

8. Payment Information
Deposit Account No. **19-2385**
Authorized user Name: **Philip H. Bartels**

9. Signature.
Signature
June 30, 2005
Date
Kenneth Rubenstein
Name of Person Signing
Total number of pages including cover sheet, and documents: 6

CH $316.00 192385 78507291

NOTICE

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 June 14, 2005 (the "Security Agreement") by and between Minnesota Vikings Football, LLC (the "Assignor") and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Security 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, its 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 Assignor has 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, 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 setoff against the Trademarks, 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,

Minnesota Vikings Football, LLC

By: ZW VIKINGS LLC, Manager

By: _____
Name: Zygmunt Wilf
Title: Manager and Sole Member

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____
Name: Wm. Elliot McCabe
Title: Managing Director

STATE OF NEW YORK

COUNTY OF NEW YORK

I, JENNIFER KRAFT, a Notary Public of the County and State aforesaid, certify that Zygmunt Wilf, personally came before me this day and acknowledged that (s)he is Manager and Sole Member of ZW Vikings, LLC who is in turn the Manager of Minnesota Vikings Football, LLC, a Delaware limited liability company and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in its name as Manager and Sole Member of ZW Vikings, LLC.

WITNESS my hand and official stamp or seal, this 14th day of June, 2005.

Notary Public

My Commission Expires:

(Notary Seal)

JENNIFER KRAFT
NOTARY PUBLIC, State of New York
No. 01KR6115666
Qualified in New York County
Commission Expires Sept. 7, 2006

Very truly yours,

Minnesota Vikings Football, LLC

By: ZW VIKINGS LLC, Manager

By: _____
Name: Zygmunt Wilf
Title: Manager and Sole Member

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____
Name: Wm. Elliot McCabe
Title: Managing Director

SCHEDULE A

I. UNITED STATES FEDERAL TRADEMARK REGISTRATIONS

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
03 and Design	(78-507,291)	(10/28/2004)
03 and Design	(78-507,317)	(10/28/2004)
7 and Design	1,228,998 (73-336,880)	3/1/1983 (11/12/1981)
7 and Design	1,230,476 (73-353,802)	3/8/1983 (3/10/1982)
DESIGN ONLY	1,850,664 (74-300,711)	8/23/1994 (8/3/1992
DESIGN ONLY	2,876,746 (76-540,915)	8/24/2004 (8/29/2003)
DESIGN ONLY	997,179 (72-454,306)	10/29/1974 (4/12/1973)
DESIGN ONLY	997,181 (72-454,375)	10/29/1974 (4/12/1973)
MINNESOTA VIKINGS	2,959,064 (76-540,916)	6/7/2005 (8/29/2003)
MINNESOTA VIKINGS	1,878,590 (74-300,706)	2/14/1995 (8/3/1992)
MINNESOTA VIKINGS	997,182 (72-454,507)	10/29/1974 (4/13/1973)
VIKINGS	997,180 (72-454,332)	10/29/1974 (4/12/1973)