

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):

Miami Dolphins, Ltd.
7500 S.W. 30th Street
Davie, FL 33314

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Limited Partnership

Citizenship Florida
Execution Date(s) November 4, 2005

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other _____

2. Name and Address of receiving party(ies)

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

Name: Bank of America, N.A.
Internal Address: Bank of America Corporate Center
Street Address: 100 North Tyron Street

City: Charlotte
State: North Carolina
Country: USA Zip: 29255

Association – Citizenship _____
 General Partnership – Citizenship _____
 Limited Partnership – Citizenship _____
 Corporation – Citizenship _____
 Other National Banking Association
Citizenship None

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

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

A. Trademark Application No(s).

76535007 76535012 76535013

B. Trademark Registration No(s).

**1857632 2915713 1864650
991672 991673 1032558
1224591 1224592 1857632
991671**

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Matthew B. Fagin, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-2432
Fax: (917) 777-2432
MFagin@skadden.com

6. Total number of applications and registrations involved: 13

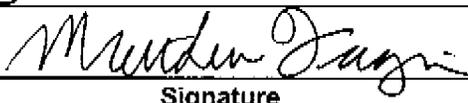
7. Total fee (37 CFR 1.21(h) and 3.41) \$280

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/325)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Philip H. Bartels

9. Signature.



November 16, 2005
Date

Matthew Fagin
Name of Person Signing

Total number of pages including cover sheet, and documents:

8

CIH \$340.00 192385 76535007

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 November 4, 2005 (the "Security Agreement") by and between Miami Dolphins, Ltd. (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.

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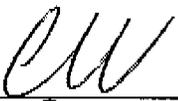
TRADEMARK
REEL: 003229 FRAME: 0047

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,

MIAMI DOLPHINS, LTD.

By: SOUTH FLORIDA FOOTBALL
CORPORATION, its General
Partner

By: 
Name: CRAIG V BROWN
Title: ASSISTANT SECRETARY

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

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

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,

MIAMI DOLPHINS, LTD.

By: SOUTH FLORIDA FOOTBALL
CORPORATION, its General
Partner

By: _____

Name:

Title:

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: Wm. Elliot McCabe

Name: Wm. Elliot McCabe

Title: Managing Director

STATE OF Florida

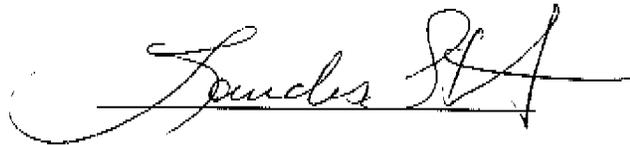
COUNTY OF Broward

I, Loures Steib,

a Notary Public of the County and State aforesaid, certify that Cris V. Braden, personally came before me this day and acknowledged that (s)he is a duly authorized officer of SOUTH FLORIDA FOOTBALL CORPORATION who is in turn the General Partner of MIAMI DOLPHINS, LTD., a Florida limited partnership 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 General Partner of MIAMI DOLPHINS, LTD.

seal, this 4th day of November, 2005.

WITNESS my hand and official stamp or



Notary Public

My Commission Expires:

2/13/2009

(Notary Seal)



**United States, State and Canadian Trademark and Copyright
Registrations and Applications for
Miami Dolphins, Ltd.**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO - (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
MIAMI DOLPHINS	1857632 (74/309399)	10/11/1994 (8/31/1992)	Miami Dolphins, Ltd.
M and design	(76/535007)	(8/6/2003)	Miami Dolphins, Ltd.
MIAMI DOLPHINS	2915713 (76/535006)	1/4/2005 (8/6/2003)	Miami Dolphins, Ltd.
1 and design	(76/535012)	(8/6/2003)	Miami Dolphins, Ltd.
1 and design	(76/535013)	(8/6/2003)	Miami Dolphins, Ltd.
design only	1864650 (74/309400)	11/29/1994 (8/31/1992)	Miami Dolphins, Ltd.
MIAMI DOLPHINS	991671 (72/460596)	8/20/1974 (6/18/1973)	Miami Dolphins, Ltd.
DOLPHINS	991672 (72/460597)	8/20/1974 (6/18/1973)	Miami Dolphins, Ltd.
M and design	991673 (72/460598)	8/20/1974 (6/18/1973)	Miami Dolphins, Ltd.
M and design	1032558 (73/054132)	2/3/1976 (6/4/1975)	Miami Dolphins, Ltd.
7 and design	1224591 (73/336719)	1/18/1983 (11/12/1981)	Miami Dolphins, Ltd.
7 and design	1224592 (73/336720)	1/18/1983 (11/12/1981)	Miami Dolphins, Ltd.
MIAMI DOLPHINS	1857632 (74/309399)	10/11/1994 (8/31/1992)	Miami Dolphins, Ltd.

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	STATE	REG. NO. - (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
design	Georgia	T13238	12/30/1993	Miami Dolphins, Ltd.
MIAMI DOLPHINS	Georgia	T13237	12/30/1993	Miami Dolphins, Ltd.
design	Georgia	T13236	12/30/1993	Miami Dolphins, Ltd.
MIAMI DOLPHINS	Georgia	T13239	12/30/1993	Miami Dolphins, Ltd.
DOLPHINS	Florida	915138	1/29/1975	Miami Dolphins, Ltd.
design only	Florida	915139	1/29/1975	Miami Dolphins Ltd.
MIAMI DOLPHINS	Florida	917147	12/16/1976	Miami Dolphins Ltd.
DOLFAN M	Florida	T93000001096	9/14/1993	Miami Dolphins Ltd.
NO NAME DEFENSE MIAMI DOLPHINS XXL	Florida	T92000000145	12/10/1992	Miami Dolphins Ltd.
design only	Florida	T95000000021	1/04/1995	Miami Dolphins Ltd.
DOLPHINS	Florida	T95000000020	1/04/1995	Miami Dolphins Ltd.
design only	Florida	T95000000019	1/04/1995	Miami Dolphins Ltd.
MIAMI DOLPHINS	Florida	T95000000015	1/04/1995	Miami Dolphins Ltd.

TRADEMARK	STATE	REG. NO - (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
DOLPHINS	Florida	T95000000013	1/04/1995	Miami Dolphins Ltd.
MIAMI DOLPHINS	Florida	T95000000010	1/04/1995	Miami Dolphins Ltd.
DOLPHINS	Virginia	915138	11/7/1996	Miami Dolphins Ltd.

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO - (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
M and design	TMA249251 (0363280)	8/8/1980 (4/9/1973)	Miami Dolphins, Ltd.
M and design	TMA249250 (0363281)	8/8/1980 (8/9/1973)	Miami Dolphins, Ltd.
MIAMI DOLPHINS	TMA249249 (0363283)	8/8/1980 (4/9/1973)	Miami Dolphins, Ltd.
DOLPHINS	TMA256907 (0363282)	3/13/1981 (4/9/1973)	Miami Dolphins, Ltd.

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TITLE	REG. NO.	REG. DATE	RECORD OWNER
Dolphin Starbrites[no.] 14-687.	VA27015	6/19/1979	Miami Dolphins, Ltd