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):**

Football Northwest LLC

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
___ Corporation
X Other: Limited Liability Company

Citizenship Washington

Execution Date(s) November 21, 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: Bank of America Corporate Ctr.

Street Address: 100 North Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 29255

___ Association – Citizenship ___
___ General Partnership – Citizenship ___
___ Limited Partnership – Citizenship ___
___ Corporation – Citizenship ___
X Other National Banking 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).

**76528910 76528909**

B. Trademark Registration No(s).

| | | |
|---|---|---|
| **2375925** | **1228993** | **2378690** |
| **1817892** | **1065459** | **1194116** |
| **2453560** | **1064675** | **2437422** |
| **2437423** | **2437424** | **1908395** |
| **1065460** | **2939172** | **2778387** |
| **2719990** | **2778386** | **2719989** |

Additional numbers attached? ___ Yes X 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:** 20

**7. Total fee** (37 CFR 1.21(h) and 3.41) **$515**

X All fees and any deficiencies are authorized to be charged to Deposit Account
**(Our Ref. 401530/216)**

**8. Payment Information**

Deposit Account No. **19-2385**

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

**9. Signature.**

**Signature** **December 15, 2005** **Date**

Matthew B. Fagin, Esq.
**Name of Person Signing**

Total number of pages including cover sheet, and documents: 9

CH $515.00 192385 76528910

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 12, 2001 by and between FOOTBALL NORTHWEST LLC, a Washington limited liability company (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 November 5, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"), and further amended pursuant to a Master Amendment to Amended and Restated Security Agreements and Security Agreement, dated as of November 21, 2005 among each of the Participating Clubs (as defined therein), including the Assignor, and the Assignee (the "Master Amendment"); together with the Original Agreement, and the Amended and Restated 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,

FOOTBALL NORTHWEST LLC

By: _____
Name: Martha G. Fuller
Title: Vice President and
Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

Very truly yours,

FOOTBALL NORTHWEST LLC

By:_____
Name:_____
Title:_____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By:_____
Name: **Wm. Elliott McCabe**
Title: **Managing Director**

STATE OF Washington

COUNTY OF King

I, Charlotte J. Koses, a Notary Public of the County and State aforesaid, certify that Martha G. Fuller, personally came before me this day and acknowledged that (s)he is Vice President Chief Financial Officer of Football Northwest LLC, a Washington 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 said VP/CFO.

WITNESS my hand and official stamp or seal, this 9 day of November, 2005.

Charlotte J. Koses
Notary Public

My Commission Expires:

May 19, 2007
(Notary Seal)

## SCHEDULE A

**United States, State and Canadian Trademark Registrations and Applications for the FOOTBALL NORTHWEST LLC**

## I. UNITED STATES TRADEMARK REGISTRATIONS

| MARK | REG. NO./ (APP. NO.) | REG. DATE/ (APP. DATE) | RECORD OWNER(S) |
|---|---|---|---|
| 00 and Design | 2,375,925 (75-518,548) | 8/8/2000 (7/14/1998) | Football Northwest LLC (Washington Limited Liability Company) |
| 7 and Design [Seahawk Uniform Design (Away)] | 1,228,993 (73-336,718) | 3/1/1983 (11/12/1981) | Football Northwest LLC (Washington Limited Liability Corporation) |
| BLITZ | 2,378,690 (75-595,450) | 8/22/2000 (11/25/1998) | Football Northwest LLC (Washington Limited Liability Company) |
| DESIGN ONLY [Seahawk Helmet Design] | 1,817,892 (74-314,646) | 1/25/1994 (9/17/1992) | Football Northwest LLC (Washington Limited Liability Corporation) |
| DESIGN ONLY [Seahawk Helmet Design] | 1,065,459 (73-080,790) | 5/10/1977 (3/19/1976) | Football Northwest LLC (Washington Limited Liability Corporation) |
| SEA GALS | 1,194,116 (73-195,534) | 4/20/1982 (12/4/1978) | Football Northwest LLC (Washington Limited Liability Corporation) |
| SEAHAWKS ACADEMY | 2,453,560 (75-509, 741) | 5/22/2001 (6/29/1998) | Football Northwest LLC (Washington Limited Liability Corporation) |
| SEAHAWKS | 1,064,675 (73-086,865) | 4/26/1977 (8/12/1976) | Football Northwest LLC (Washington Limited Liability Corporation) |
| SEATTLE SEAHAWKS CHARITABLE FOUNDATION | 2,437,422 (75-509,629) | 3/20/2001 (6/29/1998) | Football Northwest LLC (Washington Limited Liability Corporation) |
| SEATTLE SEAHAWKS CHARITABLE FOUNDATION | 2,437,423 (75-509,740) | 3/20/2001 (6/29/1998) | Football Northwest LLC (Washington Limited Liability Corporation) |

| MARK | REG. NO./ (APP. NO.) | REG. DATE/ (APP. DATE) | RECORD OWNER(S) |
|---|---|---|---|
| SEATTLE SEAHAWKS CHARITABLE FOUNDATION | 2,437,424 (75-509,743) | 3/20/2001 (6/29/1998) | Football Northwest LLC (Washington Limited Liability Corporation) |
| SEATTLE SEAHAWKS | 1,908,395 (74-314,647) | 8/1/1995 (9/17/1992) | Football Northwest LLC (Washington Limited Liability Corporation) |
| SEATTLE SEAHAWKS | 1,065,460 (73-080,791) | 5/10/1977 (3/19/1976) | Football Northwest LLC (Washington Limited Liability Corporation) |
| SEATTLE SEAHAWKS ALUMNI | (76-528,910) | (7/11/2003) | Football Northwest LLC |
| SEATTLE SEAHAWKS | (76-528,909) | (7/11/2003) | Football Northwest LLC |
| DESIGN ONLY | 2939172 (76-528,908) | 4/12/2005 (7/11/2003) | Football Northwest LLC |
| DESIGN ONLY | 2,778,387 (76-338,780) | 10/28/2003 (11/16/2001) | Football Northwest LLC |
| DESIGN ONLY | 2,719,990 (76-338,779) | 5/27/2003 (11/16/2001) | Football Northwest LLC |
| DESIGN ONLY | 2,778,386 (76-338,778) | 10/28/2003 (11/16/2001) | Football Northwest LLC |
| DESIGN ONLY | 2,719,989 (76-338,777) | 5/27/2003 (11/16/2001) | Football Northwest LLC |

## II. STATE TRADEMARK REGISTRATIONS

| MARK | STATE | REG. NO. | REG. DATE | RECORD OWNER(S) |
|---|---|---|---|---|
| DESIGN ONLY | Washington | 9,218 | 8/5/1975 | Seattle Professional Football, (A Limited Partnership) |
| DESIGN ONLY | Washington | 12,090 | 9/23/1980 | Seattle Seahawks, Inc. |
| READY, SET, GOALS Stylized Letters | Washington | 29,148 | 8/22/2000 | Seattle Seahawks, (A Washington Corporation) |

| MARK | STATE | REG. NO. | REG. DATE | RECORD OWNER(S) |
|---|---|---|---|---|
| SEATTLE SEAHAWKS and Design | Washington | 9,217 | 8/5/1975 | Seattle Professional Football, (A Limited Partnership) |
| DESIGN ONLY | California | 14062 (Renewal) 75,529 (Original) | 12/20/1984 | Seattle Seahawks, Inc., (A Washington Corporation) |
| DESIGN ONLY | California | 13991 (Renewal) 75,019 (Original) | 11/5/1984 | Seattle Seahawks, Inc. (A Washington Corporation) |
| READY, SET, GOALS Stylized Letters | Washington | 29,148 | 8/22/2000 | Seattle Seahawks, Inc. |

## III. CANADIAN TRADEMARK REGISTRATIONS

| MARK | REG. NO./ (APP. NO.) | REG. DATE/ (APP. DATE) | RECORD OWNER(S) |
|---|---|---|---|
| DESIGN ONLY [BIRD'S HEAD-HAWK DESIGN] | TMA481,662 (0475,384) | 8/27/1997 (9/11/1981) | Seattle Seahawks, Inc. |
| HAWK'S HEAD and Design | TMA256,833 (0404,029) | 3/13/1981 (11/8/1976) | Seattle Seahawks, Inc. (A Washington Corporation) |
| SEAHAWKS | TMA249,502 (0404,022) | 8/15/1980 (11/8/1976) | Seattle Seahawks, Inc. (A Washington Corporation) |
| SEATTLE SEAHAWKS | TMA249,501 ( 0404,021) | 8/15/1980 (11/8/1976) | Seattle Seahawks, Inc. (A Washington Corporation) |

## IV. UNITED STATED COPYRIGHT REGISTRATIONS AND APPLICATIONS

| TITLES OF WORK | REG. NO. | REG. DATE | RECORD OWNER |
|---|---|---|---|
| Seahawks | VA589971 | 7/13/93 | Seattle Seahawks, Inc. |
| The Blue wave Seattle Seahawks & design | VA100386 | 9/25/86 | Football Northwest, LLC |