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):
Buccaneers Limited Partnership

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

Citizenship Delaware
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).

75487202	75461446	75461445
75265062	75265061	75265060
75265058	75262570	75262398
75262394	75262382	75262281
75262280	75262279	75262278

B. Trademark Registration No(s).

1809129	1091109	1085720
1085103	1085102	1080614

Additional numbers attached? X 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: 25

7. Total fee (37 CFR 1.21(h) and 3.41) $640

X All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/250)

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: 12

CH $640.00 192385 75487202

700231329

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
75262277	
75262276	
75262275	
75262247	

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 BUCCANEERS LIMITED PARTNERSHIP, a Delaware limited 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"), 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,

BUCCANEERS LIMITED
PARTNERSHIP

By: Tampa Bay Broadcasting, Inc.,
its General Partner

By:_____
Name:_____
Title:_____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By:_____
Name:_____
Title:_____

Very truly yours,

BUCCANEERS LIMITED
PARTNERSHIP

By: Tampa Bay Broadcasting, Inc.,
its General Partner

By:_____
Name:_____
Title:_____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

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

STATE OF New York

COUNTY OF Monroe

I, Mitchell S. Nusbaum, a Notary Public of the County and State aforesaid, certify that Joel Glazer, personally came before me this day and acknowledged that (s)he is Vice President of Buccaneers Limited Partnership, a Delaware limited 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 _____.

WITNESS my hand and official stamp or seal, this 11th day of November, 2005.

Notary Public

My Commission Expires:

_____

(Notary Seal)

MITCHELL S. NUSBAUM
Notary Public, State of New York
Qualified in Monroe County
Commission Expires April 30, 2006

SCHEDULE A

United States, State and Canadian Trademark Registrations and Applications for the TAMPA BAY BUCCANEERS

I. FEDERAL REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
TAMPA BAY BUCCA-NEERS	1,809,129	12/07/93	Buccaneers Limited Partnership
BUCS	1,091,109	5/09/78	Buccaneers Limited Partnership
DESIGN ONLY	1,085,720	2/14/78	Buccaneers Limited Partnership
BUCCANEERS	1,085,103	2/07/78	Buccaneers Limited Partnership
TAMPA BAY BUCCA-NEERS	1,085,102	2/07/78	Buccaneers Limited Partnership
DESIGN ONLY	1,080,614	12/27/77	Buccaneers Limited Partnership
Pewter Partner	75-487,202	5/18/98	Buccaneers Limited Partnership
97 and Design	75-461,446	4/02/98	Buccaneers Limited Partnership
97 and Design	75-461,445	4/02/98	Buccaneers Limited Partnership
DESIGN ONLY	75-265,062	3/27/97	Buccaneers Limited Partnership
DESIGN ONLY	75-265,061	3/27/97	Buccaneers Limited Partnership
DESIGN ONLY	75-265,060	3/27/97	Buccaneers Limited Partnership

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
DESIGN ONLY	75-265,058	3/27/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,570	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,398	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,394	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,382	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,281	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,280	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,279	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,278	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,277	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262-276	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,275	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,247	3/21/97	Buccaneers Limited Partnership

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
BUCS	Florida	917,633	4/21/97	Buccaneers Limited Partnership

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
A NEW DAY IN TAMPA BAY	Florida	T,951,157	9/19/95	Buccaneers Limited Partnership
SWASH-BUC-LERS	Florida	924,299	4/14/81	Buccaneers Limited Partnership
TAMPA BAY BUCCA-NEERS	California	108,818	1/17/2003	Tampa Bay Broadcast-ing, Inc. & Buccaneers Limited Partnership
PEWTER POWER	California	108,814	1/17/2002	Tampa Bay Broadcast-ing, Inc. & Buccaneers Limited Partnership
DESIGN ONLY	California	108,813	1/16/2003	Tampa Bay Broadcast-ing, Inc. & Buccaneers Limited Partnership
DESIGN ONLY	California	108,812	1/16/2003	Tampa Bay Broadcast-ing, Inc. & Buccaneers Limited Partnership
DESIGN ONLY	California	108,811	1/16/2003	Tampa Bay Broadcast-ing, Inc. & Buccaneers Limited Partnership
TAMPA BAY BUCCA-NEERS	California	108,810	1/16/2003	Tampa Bay Broadcast-ing, Inc. & Buccaneers Limited Partnership
TAMPA BAY BUCCA-NEERS	California	108,809	1/16/2003	Tampa Bay Broadcast-ing, Inc. & Buccaneers Limited Partnership
DESIGN ONLY	California	108,808	1/16/2003	Tampa Bay Broadcast-ing, Inc. & Buccaneers Limited Partnership
DRAFT DAY DASH	Florida	T2,002,419	4/15/2002	Buccaneers Limited Partnership
TAMPA BAY BUCCA-NEERS	Florida	916,492	5/27/1976	Buccaneers Limited Partnership

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
BUCCANEERS	Florida	916,491	5/27/1976	Buccaneers Limited Partnership
PEWTER PARTNER and Design	Florida	T,981,109	9/24/1998	Buccaneers Limited Partnership
RAISE THE RED FLAG and Design	Florida	T98,840	7/22/1998	Buccaneers Limited Partnership
RAISE THE RED FLAGS	Florida	T98,839	7/22/1998	Buccaneers Limited Partnership
PEWTER POWER and Design	Florida	T98,838	7/22/1998	Buccaneers Limited Partnership
SWASH-BUC-LERS	Florida	924,299	4/14/1981	Buccaneers Limited Partnership
BUCCANEER COVE	Florida	T200,057	1/14/2000	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS and Design	Florida	916,764	8/10/1976	Buccaneers Limited Partnership
DESIGN ONLY	Florida	916,765	8/10/1976	Buccaneers Limited Partnership
BUCCANEERS	Georgia	T18,436	1/19/2000	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	Georgia	T18,437	1/19/2000	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	Georgia	T18,438	1/19/2000	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	Georgia	T18,439	1/19/2000	Buccaneers Limited Partnership
DESIGN ONLY	Georgia	T18,440	1/19/2000	Buccaneers Limited Partnership
DESIGN ONLY	Georgia	T184,441	1/19/2000	Buccaneers Limited Partnership

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
DESIGN ONLY	Georgia	T18,442	1/19/2000	Buccaneers Limited Partnership
DESIGN ONLY	Georgia	T18,443	1/19/2000	Buccaneers Limited Partnership

III. CANADIAN REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
DESIGN ONLY	0842,630	4/18/97	Buccaneers Limited Partnership
BUCCANEERS	0404,025	11/8/1976	Buccaneers Limited Partnership
TAMPA BAY BUCCA-NEERS	0404,026	11/8/1976	Buccaneers Limited Partnership
PIRATE'S HEAD	0404,030	11/8/1976	Buccaneers Limited Partnership
DESIGN ONLY	0404,031	11/8/1976	Buccaneers Limited Partnership

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None