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):
Baltimore Ravens Limited Partnership

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

Citizenship Maryland
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).

76396949 76325013 76613447

B. Trademark Registration No(s).

2466320 2296021 2177214
2330051 2686830 2944201
2944200 3002188 2497192
2460531

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: 13

7. Total fee (37 CFR 1.21(h) and 3.41) **$340**

_X_ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/241)

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 $340.00 192385 76396949

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 19, 2000 by and between BALTIMORE RAVENS LIMITED PARTNERSHIP, a Maryland limited partnership (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, certain of 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 April 7, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"), as further amended pursuant to a Master Amendment to Amended and Restated Security Agreements dated as of November 5, 2004 among each of the Participating Clubs (as therein defined) including the Assignor and the Assignee (the "First Amendment") 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, the Amended and Restated Agreement and the First Amendment 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,

BALTIMORE RAVENS LIMITED
PARTNERSHIP

By: _____
Name: Jeffrey R. Goering
Title: Senior Director of Finance

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

Very truly yours,

BALTIMORE RAVENS LIMITED
PARTNERSHIP

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

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

STATE OF Maryland

COUNTY OF Harford

I, Paige M. Boyle, a Notary Public of the County and State aforesaid, certify that Jeff Goering, personally came before me this day and acknowledged that (s)he is Sen. Dir. of Finance of Baltimore Ravens Limited Partnership, a Maryland limited partnership, and that by authority duly given and as the act of the limited partnership, the foregoing instrument was signed by him/her in its name as Jeff Goering

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

Notary Public

My Commission Expires:

PAIGE M. BOYLE
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 8, 2006

(Notary Seal)

SCHEDULE A

United States, State and Canadian Trademark Registrations and Applications for the BALTIMORE RAVENS

I. FEDERAL REGISTRATIONS

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
RAVENZONE.NET	2,466,320 (75/660,644)	07/03/01 (03/15/99)
BR RAVENS and Design	2,296,021 (75/582,258)	11/30/99 (11/03/98)
BALTIMORE RAVENS	2,177,214 (75/075,597)	07/28/98 (03/20/96)
DESIGN ONLY	2,330,051 (75/109,029)	03/14/00 (05/23/96)
RAVENS BR and Design	2,686,830 (75/109,030)	02/11/03 (05/23/96)
ALL COMMUNITY TEAM and Design	(76/396,949)	(04/16/02)
ALL COMMUNITY TEAM	(76/325,013)	(10/12/01)
RAVENS B R and Design	2,944,201 (76/125,667)	04/26/05 (09/11/00)
RAVENS B R and Design	2,944,200 (76/125,666)	04/26/05 (09/11/00)
RAVENS B R and Design	3,002,188 (76/125,665)	09/27/05 (09/11/00)
B and Design	2,497,192 (76/035,798)	10/09/01 (06/11/99)
RAVENSZONE.NET	2,460,531 (75/980,275)	06/12/01 (03/15/99)
01 and Design	(76/613,447)	(09/29/04)

01 and Design	(76/613,446)	(09/29/04)

II. STATE REGISTRATIONS

Mark	State	Reg. No. (App. No.)	Reg. Date (App. Date)
BALTIMORE RAVENS	Virginia	3,900	09/19/96
B R and Design	Florida	T,200,196	01/18/01
DESIGN ONLY	Florida	T,200,195	01/18/01
DESIGN ONLY	Florida	T,200,194	01/18/01
BALTIMORE RAVENS and Design	Florida	T,200,193	01/18/01
BALTIMORE RAVENS and Design	Florida	T,200,192	01/18/01
BALTIMORE RAVENS and Design	Florida	T,200,191	01/18/01
DESIGN ONLY	Florida	T,200,190	01/18/01
B and Design	Florida	T,200,189	01/18/01
B and Design	Florida	T,200,188	01/18/01
B and Design	Florida	T,200,187	01/17/01

III. CANADIAN REGISTRATIONS

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)
B and Design	(1029,739)	(09/22/99)
B RAVENS and Design	TMA 536,814 (0897,539)	11/07/00 (11/26/98)
BALTIMORE RAVENS	TMA 587,996 (0811,934)	08/25/03 (05/06/96)

IV. U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright	Reg. No.	Reg. Date	Comments
Championship Ring	VAu-515-201	08/03/01	Assigned from Claimant Canary Investments, Inc. d.b.a. Diamond Cutters International to Baltimore Ravens, LP.- Recorded 11/14/03
Championship Ring Art Compilation	VAu-515-202	08/03/01	Assigned from Claimant Canary Investments, Inc. d.b.a. Diamond Cutters International to Baltimore Ravens, LP.- Recorded 11/14/03