

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)
- General Partnership
- Corporation
- Other:

- Association
- Limited Partnership

Citizenship Maryland

Execution Date(s) November 21, 2005

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

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 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

Other National Banking Association

Citizenship

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Government Interest Assignment
- Other

- Merger
- Change of Name

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 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
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New York, New York 10036
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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

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

Matthew B. Fagin, Esq.

Name of Person Signing

December 15, 2005

Date

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

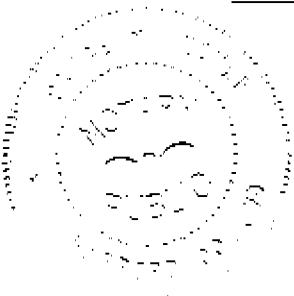
I, Paige M. Boyle, a Notary Public of the County and State aforesaid, certify that Jeff Goering, personally came before me this day and acknowledged that (s)he is Sen. Dir. of Fin. of Baltimore Ravens Limited Partnership, a Maryland limited partnership, and that by authority duly given and as the act 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.

Paige M. Boyle
Notary Public

My Commission Expires:

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



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