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):

PDB Sports, Ltd.

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

Citizenship Colorado

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).

78662965 78662960

B. Trademark Registration No(s).

2188487 2177559 2177558
2177555 2175702 1889821
1807452 1224584 997768

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: 21

7. Total fee (37 CFR 1.21(h) and 3.41) **$540**

X All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/244)

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 $540.00 192385 78662965

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
	941133
	921750
	921749
	921748
	2369832
	2313162
	2451187
	2713926
	2454969
	260031

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 PDB SPORTS, LTD., a Colorado 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,

PDB SPORTS, LTD.

By: BOWLEN SPORTS, INC.,
as general partner

By:_____
Name: Richard P. Slivka
Title: General Counsel and Senior
Vice President of Administration

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By:_____
Name:_____
Title:_____

Very truly yours,

PDB SPORTS, LTD.

By: BOWLEN SPORTS, INC.,
as general partner

By:_____
Name:_____
Title:_____

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

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

STATE OF COLORADO

COUNTY OF ARAPAHOE

I, B. Diane Nelson, a Notary Public of the County and State aforesaid, certify that Richard P. Slivka, personally came before me this day and acknowledged that (s)he is 1*see below of PDB Sports, Ltd., a Colorado 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 1*see below

WITNESS my hand and official stamp or seal, this 17th day of November, 2005.

B. DIANE NELSON
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 1/13/2009

B. Diane Nelson
Notary Public

*1 General Counsel/Senior Vice President of Administration

SCHEDULE A

United States, State and Canadian Trademark Registrations and Applications for PDB SPORTS, LTD.

I. FEDERAL REGISTRATIONS

MARK	REG. NO (APP. NO.)	REG. DATE (APP. DATE)	RECORD OWNER
DESIGN ONLY	2,188,487	9/08/98	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
DESIGN ONLY	2,177,559	7/28/98	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
DESIGN ONLY	2,177,558	7/28/98	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
DESIGN ONLY	2,177,555	7/28/98	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
DESIGN ONLY	2,175,702	7/21/98	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
D and Design	1,889,821	4/18/95	PDB Sports, Ltd., Composed of Pat Bowlen
DENVER BRONCOS	1,807,452	11/30/93	PDB Sports, Ltd., Composed of Pat Bowlen
7 and Design	1,224,584	1/18/83	PDB Sports, Ltd.
D and Design	997,768	11/05/74	PDB Sports, Ltd.
DESIGN ONLY	941,133	8/15/72	PDB Sports, Ltd.
BRONCOS	921,750	10/05/71	PDB Sports, Ltd., Composed of John Beake, Managing Partner
D and Design	921,749	10/05/71	PDB Sports, Inc., Composed of John Beake
DENVER BRONCOS	921,748	10/05/71	PDB Sports, Ltd., Composed of John Beake, Managing Partner

97 and Design	2,369,832 (75-461,447)	7/25/00 (4/02/98)	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
97 and Design	2,313,162 (75-460,887)	2/1/00 (4/02/98)	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
DESIGN ONLY	2,451,187 (75-236,321)	5/15/01 (2/04/97)	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
MILE HIGH SALUTE	2,713,926 (75-983,077)	5/06/03 (10/03/97)	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
BRONCOS	2,454,969 (75-898,554)	5/29/01 (1/19/00)	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
BRONCOS	2,600,031 (75-898,555)	7/30/02 (1/19/00)	PDB Sports, Ltd., Composed of Bowlen Sports, Inc.
BRONCOS COUNTRY	(78-662,965)	(7/01/05)	PDB Sports, Ltd.
BRONCOS COUNTRY	(78-662,960)	(7/01/05)	PDB Sports, Ltd.

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
BRONCOS and Design	California	103,323	1/09/98	1. PDB Sports, Ltd. DBA Denver Broncos 2. Bowlen Sports, Inc. DBA Denver Broncos
DESIGN ONLY	California	103,322	1/09/98	1. PDB Sports, Ltd. DBA Denver Broncos 2. Bowlen Sports, Inc. DBA Denver Broncos
DESIGN ONLY	California	103,321	1/09/98	1. PDB Sports, Ltd. DBA Denver Broncos 2. Bowlen Sports, Inc. DBA Denver Broncos
DESIGN ONLY	California	103,320	1/09/98	1. PDB Sports, Ltd. DBA Bowlen Sports, Inc. 2. Bowlen Sports, Inc. DBA Denver Broncos
DENVER BRONCOS and Design	California	103,319	1/09/98	1. PDB Sports, Ltd. DBA Denver Broncos 2. Bowlen Sports, Inc. DBA Denver Broncos
DENVER BRONCOS (Stylized Letters)	California	83,915	2/11/87	PDB Sports, Ltd. DBA Denver Broncos
DENVER BRONCOS	California	83,914	2/11/87	PDB Sports, Ltd. DBA Denver Broncos
DESIGN ONLY	Colorado	19,981,010,996	1/20/98	PDB Sports, Ltd. DBA Denver Broncos
DESIGN ONLY	Colorado	19,981,010,993	1/20/98	PDB Sports, Ltd. DBA Denver Broncos
DESIGN ONLY	Colorado	19,981,010,985	1/20/98	PDB Sports, Ltd. DBA Denver Broncos
DENVER BRONCOS	Colorado	19,981,010,982	1/20/98	PDB Sports, Ltd. DBA Denver Broncos
DENVER BRONCOS	Colorado	19,981,010,979	1/20/98	PDB Sports, Ltd. DBA Denver Broncos

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DENVER BRONCOS	Colorado	19,981,010,978	1/20/98	PDB Sports, Ltd. DBA Denver Broncos
DESIGN ONLY	Colorado	19,851,013,126	9/29/76	PDB Sports, Ltd.
DENVER BRONCOS	Colorado	19,851,013,125	9/29/76	PDB Sports, Ltd
BRONCOS and Design	Colorado	19,851,011,689	12/23/74	PDB Sports, Ltd.
DENVER BRONCOS	Georgia	T13,293	12/30/93	PDB Sports, Ltd. DBA Denver Broncos
D and Design	Georgia	T13,235	12/30/93	PDB Sports, Ltd. DBA Denver Broncos
DENVER BRONCOS	Georgia	T13,234	12/30/93	PDB Sports, Ltd. DBA Denver Broncos
D and Design	Georgia	T13,233	12/30/93	PDB Sports, Ltd. DBA Denver Broncos
BRONCOMANIA	Colorado	19,991,153,037	8/16/99	PDB Sports, Ltd.
DESIGN ONLY	Florida	T9,988	1/20/99	PDB Sports, Ltd. DBA Denver Broncos
DESIGN ONLY	Florida	T9,987	1/20/99	PDB Sports, Ltd. DBA Denver Broncos
DESIGN ONLY	Florida	T9,986	1/20/99	PDB Sports, Ltd. DBA Denver Broncos
DENVER BRONCOS	Florida	T9,985	1/20/99	PDB Sports, Ltd. DBA Denver Broncos
DENVER BRONCOS	Florida	T9,984	1/20/99	PDB Sports, Ltd. DBA Denver Broncos
DENVER BRONCOS	Florida	T9,983	1/20/99	PDB Sports, Ltd. DBA Denver Broncos

III. CANADIAN REGISTRATIONS

MARK	REG. NO.	REG. DATE	RECORD OWNER
BRONCOS and Design	TMA354,570	4/14/89	PDB Sports, Ltd.
D and Design	TMA331,665	9/04/87	PDB Sports, Ltd.
BRONCOS and Design	TMA256,886	3/13/81	PDB Sports, Ltd.
D and Design	TMA256,882	3/13/81	PDB Sports, Ltd.
DENVER BRONCOS	TMA250,421	9/12/80	PDB Sports, Ltd.
DESIGN ONLY	TMA592,515	10/17/03	PDB Sports, Ltd.

IV. U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.