

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): Philadelphia Eagles, LLC
 Individual(s) Association
 General Partnership Limited Partnership Corporation
 Other: Limited Liability Company
Citizenship Pennsylvania
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 Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other

4. Application number(s) or registration number(s):
A. Trademark Application No(s).
76379091 76379090 76356590
76356589 76356588 76356587
78693803
B. Trademark Registration No(s).
1534709 1534708 2461197
2461199 1108239 1889819
2114816 1041476 1086152
1528851 1807444 1041475
2924114
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
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**
 All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 401530/232)

8. Payment Information
Deposit Account No. 19-2385
Authorized user Name: **Faith C. Robinson**

9. Signature.  December 15, 2005
Signature Date
Matthew B. Fagin, Esq. Total number of pages including cover sheet, and documents: 13
Name of Person Signing

CH \$615.00 192385 76379091

NOTICE
OF GRANT OF SECURITY INTEREST
IN
TRADEMARKS

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 May 24, 2001 by and between PHILADELPHIA EAGLES, LLC (as successor to Philadelphia Eagles Limited Partnership), a Pennsylvania 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 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 and 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 (each 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,

PHILADELPHIA EAGLES, LLC

By: [Signature]
Name: Donald Smolenski
Title: Sr VP / CFO

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

Very truly yours,

PHILADELPHIA EAGLES, LLC

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 Pa

COUNTY OF Phila

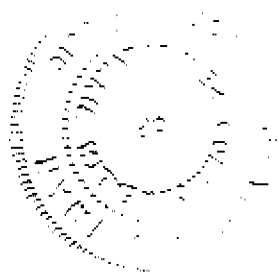
I, Joyce Ann Imman, a Notary Public of the County and State aforesaid, certify that Donald Smith personally came before me this day and acknowledged that (s)he is Sc VP/CEO of Philadelphia Eagles, LLC, a Pennsylvania limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in its name as Sc VP/CEO.

WITNESS my hand and official stamp or seal, this 10 day of November, 2005.

Joyce Ann Imman
Notary Public

My Commission Expires:

NOTARIAL SEAL
JOYCE ANN IMMAN, NOTARY PUBLIC
CITY OF PHILADELPHIA, PHILADELPHIA CO.
MY COMMISSION EXPIRES MARCH 4, 2007



SCHEDULE A

**United States, State and Canadian Trademark
Registrations and Applications for the
PHILADELPHIA EAGLES**

I. UNITED STATES TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
7 & DESIGN	1534709 (73/700453)	04/11/89 (12/11/87)	PHILADELPHIA EAGLES, LLC
7 & DESIGN	1534708 (73/700452)	04/11/89 (12/11/87)	PHILADELPHIA EAGLES, LLC
9 & DESIGN	2461197 (75/861690)	06/19/01 (12/01/99)	PHILADELPHIA EAGLES, LLC
9 & DESIGN	2461199 (75/861995)	06/19/01 (12/01/99)	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	1108239 (73/116570)	12/05/78 (02/22/77)	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	1889819 (74/300718)	04/18/95 (08/03/92)	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	2114816 (75/132537)	11/18/97 (07/11/96)	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	1041476 (73/045510)	06/15/76 (02/28/75)	PHILADELPHIA EAGLES, LLC
EAGLES	1086152 (73/114853)	02/21/78 (02/07/77)	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES CHEERLEADERS E & DESIGN	1528851 (73/727546)	03/07/89 (05/10/88)	PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	1807444 (74/300719)	11/30/93 (08/03/92)	PHILADELPHIA EAGLES, LLC

TRADEMARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
PHILADELPHIA EAGLES	1041475 (73/045509)	06/15/76 (02/28/75)	PHILADELPHIA EAGLES, LLC
EAGLES SUNDAY GAME PLAN	2924114 (78/163012)	02/01/05 (09/11/02)	PHILADELPHIA EAGLES, LLC
MIDNIGHT GREEN	(76/379091)	(03/06/02)	PHILADELPHIA EAGLES, LLC
MIDNIGHT GREEN	(76/379090)	(03/06/02)	PHILADELPHIA EAGLES, LLC
FLY LIKE AN EAGLE	(76/356590)	(01/08/02)	PHILADELPHIA EAGLES, LLC
FLY LIKE AN EAGLE	(76/356589)	(01/08/02)	PHILADELPHIA EAGLES, LLC
BLITZ INCORPORATED	(76/356588)	(01/08/02)	PHILADELPHIA EAGLES, LLC
BLITZ INCORPORATED	(76/356587)	(01/08/02)	PHILADELPHIA EAGLES, LLC
TACKLING BREAST CANCER	(78/693803)	(08/16/05)	PHILADELPHIA EAGLES, LLC

II. STATE TRADEMARK REGISTRATIONS

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277591	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277593	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277592	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277594	1/20/2005	PHILADELPHIA EAGLES FOOTBALL

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN (EAGLE HEAD)	PENNSYLVANIA	3277595	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
DESIGN-HELMET (EAGLES)	PENNSYLVANIA	764987	1/17/1977	PHILADELPHIA EAGLES FOOTBALL
DESIGN (EAGLE IN FLIGHT CARRYING A FOOTBALL)	PENNSYLVANIA	784264	4/20/1977	PHILADELPHIA EAGLES FOOTBALL
DESIGN (HELMET EAGLES)	PENNSYLVANIA	3277590	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
EAGLES	PENNSYLVANIA	777343	4/20/1977	PHILADELPHIA EAGLES FOOTBALL
EAGLES	PENNSYLVANIA	3277588	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
EAGLES	PENNSYLVANIA	3277589	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
PHILADELPHIA EAGLES	PENNSYLVANIA	3277586	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
PHILADELPHIA EAGLES	PENNSYLVANIA	3277587	1/20/2005	PHILADELPHIA EAGLES FOOTBALL
PHILADELPHIA EAGLES	PENNSYLVANIA	778596	3/4/1975x	PHILADELPHIA EAGLES FOOTBALL
PHILADELPHIA EAGLES	CALIFORNIA	108,807	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	CALIFORNIA	108,806	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN ONLY	CALIFORNIA	108,805	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,804	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,802	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,801	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,800	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
DESIGN ONLY	CALIFORNIA	108,799	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	CALIFORNIA	108,798	01/16/03	PHILADELPHIA EAGLES LIMITED PARTNERSHIP D/B/A PHILADELPHIA EAGLES, LLC
PHILADELPHIA EAGLES	LOUISIANA	N/A	01/24/02	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	LOUISIANA	N/A	01/24/02	PHILADELPHIA EAGLES, LLC
DESIGN ONLY	FLORIDA	T2,005,101	01/20/05	PHILADELPHIA EAGLES, LLC

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN ONLY	FLORIDA	T2,005,100	01/20/05	PHILADELPHIA EA- GLES, LLC
DESIGN ONLY	FLORIDA	T,200,599	01/20/05	PHILADELPHIA EA- GLES, LLC
DESIGN ONLY	FLORIDA	T,200,598	01/20/05	PHILADELPHIA EA- GLES, LLC
EAGLES and Design	FLORIDA	T,200,597	01/20/05	PHILADELPHIA EA- GLES, LLC
PHILADELPHIA EAGLES	FLORIDA	T,200,596	01/20/05	PHILADELPHIA EA- GLES, LLC
PHILADELPHIA EAGLES	FLORIDA	T,200,595	01/20/05	PHILADELPHIA EA- GLES, LLC
PHILADELPHIA EAGLES	FLORIDA	T,200,594	01/20/05	PHILADELPHIA EA- GLES, LLC
DESIGN ONLY	TEXAS	800,290,236	01/08/04	PHILADELPHIA EA- GLES, LLC
DESIGN ONLY	TEXAS	800,290,232	01/08/04	PHILADELPHIA EA- GLES, LLC
DESIGN ONLY	TEXAS	800,290,228	01/08/04	PHILADELPHIA EA- GLES, LLC
DESIGN ONLY	TEXAS	800,290,223	01/08/04	PHILADELPHIA EA- GLES, LLC
DESIGN ONLY	TEXAS	800,290,216	01/08/04	PHILADELPHIA EA- GLES, LLC
DESIGN ONLY	TEXAS	800,290,208	01/08/04	PHILADELPHIA EA- GLES, LLC
PHILADELPHIA EAGLES	TEXAS	800,290,195	01/08/04	PHILADELPHIA EA- GLES, LLC
PHILADELPHIA EAGLES	TEXAS	800,290,191	01/08/04	PHILADELPHIA EA- GLES, LLC

TRADEMARK	STATE	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
PHILADELPHIA EAGLES	TEXAS	800,290,187	01/08/04	PHILADELPHIA EA- GLES, LLC

III. CANADIAN TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
DESIGN ONLY	TMA256898 (0363308)	03/13/81 (04/09/73)	PHILADELPHIA EAGLES LLC
DESIGN ONLY	TMA530515 (0897544)	07/26/00 (11/26/98)	PHILADELPHIA EAGLES LLC
DESIGN ONLY	TMA256899 (0363309)	03/13/81 (04/09/73)	PHILADELPHIA EAGLES LLC
DESIGN ONLY	TMA256876 (0363310)	03/13/81 (04/09/73)	PHILADELPHIA EAGLES LLC
DESIGN ONLY	TMA530517 (0897545)	07/26/00 (11/26/98)	PHILADELPHIA EAGLES LLC
PHILADELPHIA EAGLES	TMA251757 (0363311)	10/24/80 (04/09/73)	PHILADELPHIA EAGLES LLC

IV. U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS

None

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