

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):

Houston NFL Holdings, L.P.

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

Citizenship Delaware

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).

78731347

B. Trademark Registration No(s).

2811008 2811007 2666988

2811006 2669493 2743404

2899775 2839145

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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Fax: (917) 777-2432
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6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 1.21(h) and 3.41) \$240

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/286)

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:

8

CH \$240.00 192385 78731347

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 January 5, 2004 by and between HOUSTON NFL HOLDINGS, L.P., a Delaware 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, 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.

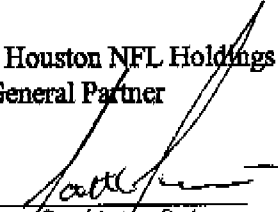
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

HOUSTON NFL HOLDINGS, L.P

By: RCM Sports & Leisure, L.P.,
its General Partner

By: Houston NFL Holdings GP, L.L.C.,
its General Partner

By: 
Name: Scott E. Schwinger
Title: SVP, CFO & TREASURER

Acknowledged and Accepted:

**Bank of America, N.A.,
as Collateral Agent**

By: _____
Name: _____
Title: _____

Very truly yours,

HOUSTON NFL HOLDINGS, L.P

By: RCM Sports & Leisure, L.P.,
its General Partner

By: Houston NFL Holdings GP, L.L.C.,
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 Texas

COUNTY OF HARRIS

I, MONICA J. BENNETT, a Notary Public of the County and State aforesaid, certify that Scott E. Schwinger, personally came before me this day and acknowledged that (s)he is SVP, CFO & Treasurer of Houston NFL Holdings GP, L.L.C., the general partner of RCM Sports & Leisure, L.P., who in turn is the general partner of HOUSTON NFL HOLDINGS, L.P., 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 SVP, CFO & Treasurer

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

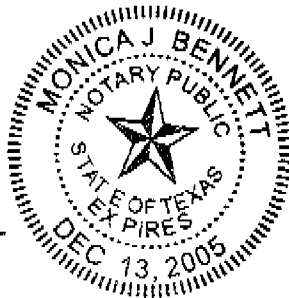
Monica J. Bennett
Notary Public

My Commission Expires: DECEMBER 13, 2005

(Notary Seal)

STATE OF TEXAS

COUNTY OF HARRIS



SCHEDULE A

**United States, State and Canadian Trademark
Registrations and Applications for
HOUSTON NFL HOLDINGS, L.P.**

**I. UNITED STATES TRADEMARK REGISTRATIONS AND
APPLICATIONS**

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
Design only	2,811,008 (76-107,049)	02/03/2004 (08/10/2000)	Houston NFL Holdings, L.P.
Design only	2,811,007 (76-107,048)	02/03/2004 (08/10/2000)	Houston NFL Holdings, L.P.
Design only	2,666,988 (76-107,047)	12/24/2002 (08/10/2000)	Houston NFL Holdings, L.P.
Design only	2,811,006 (76-107,046)	02/03/2004 (08/10/2000)	Houston NFL Holdings, L.P.
HOUSTON TEXANS	2,669,493 (75-671,787)	12/31/2002 (03/31/1999)	Houston NFL Holdings, L.P.
HOUSTON TEXANS	2,743,404 (76-220,927)	07/29/2003 (03/07/2001)	Houston NFL Holdings, L.P.
FOOTBALL FIESTA	2,899,775 (78-298,748)	11/02/2004 (9/10/2003)	Houston NFL Holdings, L.P.
TORO	2,839,145 (78-059,651)	05/04/2004 (04/20/2001)	Houston NFL Holdings, L.P.
OUR BRAND OF FOOTBALL U.S. Common Law	N/A	N/A	Houston NFL Holdings, L.P.
SPIRIT OF THE BULL	(78-731,347)	(10/12/2005)	Houston NFL Holdings, L.P.

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
Design only	Texas	800,107,715	10/09/2002	Houston NFL Hold- ings, L.P.

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
Design only	Canada	TMA591,255 (1075,511)	10/01/2003 (09/14/2000)	Houston NFL Hold- ings, L.P.
HOUSTON TEXANS	Canada	TMA597,277 (1071,342)	12/11/2003 (08/16/2000)	Houston NFL Hold- ings, L.P.

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.