

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):

New York Jets, LLC
50 West 57th Street, 2nd Floor
New York, NY 10019

Individual(s) Association
 General Partnership Limited Partnership
 Corporation

Other **Limited Liability Company**

Citizenship **Delaware**

Execution Date(s) **November 4, 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 Center**

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 **None**

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).

76412770 76298086 76298081
76412769 76298085 76298080
76412767 76298084 76298079
76298096 76298083 76298078
76298087 76298082 76298075

B. Trademark Registration No(s).

2422141 1230455 2991272
2315786 977056
2313464 831249
1815849 827037
1243885 830380

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
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MFagin@skadden.com

6. Total number of applications and registrations involved: **26**

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

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/287)

8. Payment Information

Deposit Account No. **19-2385**
Authorized user Name: **Philip H. Bartels**

9. Signature.



Signature

Matthew Fagin

Name of Person Signing

January 25, 2006

Date

Total number of pages including cover sheet, and documents:

10

CH \$665.00 192385 76412770

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 November 7, 2003 by and between NEW YORK JETS LLC, a Delaware 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 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 April 7, 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).

1052959.03-New York S7A

TRADEMARK
REEL: 003253 FRAME: 0109

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,

NEW YORK JETS LLC

By: Michael A. Gerste
Name: MICHAEL A GERSTE
Title: VP-FINANCE/CEO

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

Very truly yours,

NEW YORK JETS LLC

By: _____

Name: _____

Title: _____

Acknowledged and Accepted:

Bank of America, N.A.

as Collateral Agent

By: *Wm. Elbert McLean*

Name: _____

Title: _____

STATE OF New York

COUNTY OF New York

I, Diane M. Kolnik, a Notary Public of the County and State aforesaid, certify that Michael Gerstle, personally came before me this day and acknowledged that (s)he is VP-Finance + CFO of New York Jets LLC, a Delaware 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 VP Finance - CFO.

WITNESS my hand and official stamp or seal, this 17th day of JAN, 2006.

Diane M. Kolnik

Notary Public

My Commission Expires:

DIANE M. KOLNIK
Notary Public, State of New York
No. 01KO4986657
Qualified in New York County
Commission Expires Sept. 23, 2009

(Notary Seal)

SCHEDULE A

**United States, State and Canadian Trademark
Registrations and Applications for the
NEW YORK JETS LLC**

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

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
NY and design	(76-412,770)	(05/22/2002)	New York Jets LLC
NY and design	(76-412,769)	(05/22/2002)	New York Jets LLC
NY and design	(76-412,767)	(05/22/2002)	New York Jets LLC
JETS! Stylized letters	(76-298,096)	(08/10/2001)	New York Jets LLC
JETS! Stylized letters	(76-298,087)	(08/10/2001)	New York Jets LLC
JETS! Stylized letters	(76-298,086)	(08/10/2001)	New York Jets LLC
JETS! Stylized letters	(76-298,085)	(08/10/2001)	New York Jets LLC
Design only	(76-298,084)	(08/10/2001)	New York Jets LLC
Design only	(76-298,083)	(08/10/2001)	New York Jets LLC
Design only	(76-298,082)	(08/10/2001)	New York Jets LLC
Design only	(76-298,081)	(08/10/2001)	New York Jets LLC
NYJETS stylized letters	(76-298,080)	(08/10/2001)	New York Jets LLC
NYJETS stylized letters	(76-298,079)	(08/10/2001)	New York Jets LLC
NYJETS stylized letters	(76-298,078)	(08/10/2001)	New York Jets LLC
NYJETS stylized letters	(76-298,075)	(08/10/2001)	New York Jets LLC
SIDELINE CLUB	2,422,141 (75-677,742)	01/16/2001 (04/08/1999)	New York Jets LLC
NY JETS and design	2,315,786 (75-523,737)	02/08/2000 (07/23/1998)	New York Jets LLC
JR JETS KIDS CLUB	2,313,464 (75-523,736)	02/01/2000 (07/23/1998)	New York Jets LLC

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
NEW YORK JETS	1,815,849 (74-310,200)	01/11/1994 (09/02/1992)	New York Jets LLC
7 and design	1,243,885 (73-336,696)	06/28/1983 (11/12/1981)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
7 and design	1,230,455 (73-336,695)	03/08/1983 (11/12/1981)	New York Jets LLC
JETS and design	977,056 (72-440,826)	01/15/1974 (11/10/1972)	New York Jets LLC
NY JETS and design	831,249 (72-256,699)	06/27/1967 (10/19/1966)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS	827,037 (72-255,799)	04/04/1967 (10/05/1966)	New York Jets LLC
NEW YORK JETS	830,380 (72-255,798)	06/13/1967 (10/05/1966)	New York Jets LLC
JETS SHOP	2,991,272 (76-575,885)	09/06/2005 (02/09/2004)	New York Jets LLC

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Country of Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
NY JETS and design	New Jersey	S,M14,372	11/18/1986	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS and design	New York	R27,809	12/05/1994	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
NEW YORK JETS stylized letters	New York	R27,808	12/05/1994	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)

1052959.03-New York S7A

Trademark	Country or Jurisdiction	Reg. No. - (App. No.)	Reg. Date (App. Date)	Record Owner
JETS and design	New York	S3,795	11/26/1976	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS	New York	S3,794	11/26/1976	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
NEW YORK JETS	New York	S2,965	02/05/1975	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS	New Jersey	14,373	11/23/1976	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Reg. No. - (App. No.)	Reg. Date (App. Date)	Record Owner
JETS and design	TMA346,153 (0475,383)	10/14/1988 (09/11/1981)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS and design	TMA335,627 (0475,382)	12/24/1987 (09/11/1981)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
NEW YORK JETS	TMA249,491 (0363,303)	08/15/1980 (04/09/1973)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
JETS and design	TMA347,754 (0363,302)	11/10/1988 (04/09/1973)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)
N.Y. JETS and design	TMA253,835 (0363,301)	12/12/1980 (04/09/1973)	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Registration Date	Registration No.	Record Owner
Official yearbook of the ... New York Jets	11/19/1999	TX502875 3	New York Jets LLC (f/k/a New York Jets Football Club, Inc.)

1052959.03-New York 57A