

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Detroit Lions, Inc.		12/08/2006	CORPORATION: MICHIGAN
DLI Properties, L.L.C.		12/08/2006	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Comerica Bank, as collateral agent
Street Address:	500 Woodward Avenue
Internal Address:	M/C 3391
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48226
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2692088	DETROIT LIONS
Registration Number:	1899292	LIONS
Registration Number:	1850662	
Registration Number:	1224582	7
Registration Number:	1228987	7
Registration Number:	1238424	SILVER RUSH
Registration Number:	1233646	SILVER RUSH
Registration Number:	1233511	SILVER RUSH
Registration Number:	1233645	SILVER RUSH
Registration Number:	1233508	SILVER RUSH
Registration Number:	0972622	
Registration Number:	0943810	DETROIT LIONS

CH \$315.00 2692088

CORRESPONDENCE DATA

Fax Number: (312)258-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-258-5724
Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: P.O. Box 06079
Address Line 2: Schiff Hardin LLP
Address Line 4: Chicago, ILLINOIS 60606-0079

ATTORNEY DOCKET NUMBER:	04926-0764
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris Bollinger/
Date:	12/19/2006

Total Attachments: 5
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**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

This Amendment No. 1 to Trademark Security Agreement (this "*Amendment*"), dated as of December 8, 2006, is among The Detroit Lions, Inc., a Michigan corporation (the "*Borrower*"), DLI Properties, L.L.C., a Michigan limited liability company ("*DLI*" and, together with the Borrower, the "*Grantors*" and each individually a "*Grantor*") and Comerica Bank ("*Comerica Bank*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Trademark Security Agreement (as defined below)). Capitalized terms used herein that are defined in the Trademark Security Agreement (as defined below) and are not otherwise defined herein shall have the meanings given in the Trademark Security Agreement.

PRELIMINARY STATEMENTS

WHEREAS, the Collateral Agent and the Grantors are parties to that certain Trademark Security Agreement, dated as of December 2, 2003 (as it may hereafter be amended, restated, modified or supplemented and in effect from time to time, the "*Trademark Security Agreement*");

WHEREAS, the Borrower is proposing to issue to the 2006 Note Purchasers (as defined below) \$50,000,000 aggregate principal amount of its 6.59% Senior Secured Notes due 2018 (the "*2006 Notes*") pursuant to the Note Purchase Agreement, dated as of December 8, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*2006 Note Purchase Agreement*") between the Borrower and the purchasers named on Schedule A thereto (together with the other holders of the 2006 Notes from time to time, the "*2006 Noteholders*"), and DLI is proposing to issue a Subsidiary Guarantee, dated as of December 8, 2006 (the "*2006 Note Guaranty*" and, together with the 2006 Notes, the 2006 Note Purchase Agreement, this Agreement, the Collateral Agency Agreement, the NFL Consent and Agreement and any and all other notes, instruments, documents, guaranties, security agreements and other agreements at any time evidencing, governing, securing or otherwise relating to the Borrower's obligations under the 2006 Note Purchase Agreement, the "*2006 Note Documents*"), to guaranty the obligations of the Borrower under the 2006 Note Purchase Agreement and the 2006 Notes; and

WHEREAS, the Borrower has requested, and it is a condition precedent to the obligations of the purchasers of the 2006 Notes to purchase the 2006 Notes under the 2006 Note Agreement, that the Grantors execute and deliver this Amendment in order to cause the Grantor's obligations under the 2006 Note Documents to be secured by a pari passu security interest in the Collateral.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals. The recitals to this Amendment are hereby incorporated by reference into this Amendment.

SECTION 2. Amendment to Trademark Security Agreement. The Third Recital to the Trademark Security Agreement is amended in its entirety to read as follows:

“WHEREAS, the Borrower has entered into the several Note Purchase Agreements dated as of the date hereof (said agreements, as amended, amended and restated, supplemented or otherwise modified from time to time, collectively being the “*2003 Note Purchase Agreements*” and, together with the 2006 Note Purchase Agreement (as defined in Amendment No. 1 to this Agreement), the “*Note Purchase Agreements*”) with the purchasers named on Schedule A thereto (together with the other holders of the below defined 2003 Notes from time to time, the “*2003 Noteholders*”; the 2003 Noteholders, together with the Lender, the 2006 Noteholders (as defined in Amendment No. 1 to this Agreement) and the Collateral Agent as agent on behalf of the Lender, the 2003 Noteholders and the 2006 Noteholders, the “*Secured Parties*”) pursuant to which it issued \$155,000,000 aggregate principal amount of its 6.60% Senior Secured Notes due 2015 (the “*2003 Notes*” and, together with the 2006 Notes (as defined in the Amendment No. 1 to this Agreement), the “*Notes*”), and DLI executed a Subsidiary Guarantee dated as of the date hereof (the “*2003 Note Guaranty*” and, together with the 2006 Note Guaranty, collectively the “*Note Guaranty*”; the Note Guaranty, together with Note Purchase Agreements, this Agreement, the Collateral Agency Agreement, the NFL Consent and Agreement, any and all other notes, instruments, guaranties, security agreements and other agreements at any time evidencing, governing, securing or otherwise relating to Borrower’s obligations under the Note Purchase Agreements, the “*Note Documents*”; and the Note Documents, together with the Loan Documents, the “*Credit Documents*”), to guaranty the obligations of the Borrower under the 2003 Note Purchase Agreements and the 2003 Notes.”

SECTION 3. Confirmation of Grant of Security Interest. Each Grantor hereby confirms the grant to the Collateral Agent, for the ratable benefit of the Secured Parties, as defined in the Trademark Security Agreement after giving effect to this Amendment, under the Trademark Security Agreement of, and hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, as defined in the Trademark Security Agreement after giving effect to this Amendment, a security interest in all of such Grantor’s right, title and interest in and to the Collateral, to secure the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents (as defined in the Trademark Security Agreement after giving effect to this Amendment).

SECTION 4. Representations and Warranties of Grantors. To induce the Collateral Agent to execute and deliver this Amendment, each Grantor represents and warrants to the Collateral Agent (which representations shall survive the execution and delivery of this Amendment), that:

(a) This Amendment has been duly authorized, executed and delivered by it and this Amendment constitutes the legal, valid and binding obligation, contract and agreement of such Grantor enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors’ rights generally.

(b) The execution, delivery and performance by such Grantor of this Amendment (i) has been duly authorized by all requisite corporate or limited liability company action, as applicable, and, if required, shareholder or member action, as applicable, (ii) does not require the consent or approval of any governmental or regulatory body or agency other than the NFL, and (iii) will not (A) violate (1) any provision of law, statute, rule or regulation or its articles of incorporation or organization, as applicable, or its bylaws or operating agreement, as applicable, (2) any order of any court or any rule, regulation or order of any other agency or government binding upon it, or (3) any provision of any indenture, agreement or other instrument to which it is a party or by which its properties or assets are or may be bound, or (B) result in a breach or constitute (alone or with due notice or lapse of time or both) a default under any indenture, agreement or other instrument referred to in clause (iii)(A)(3) of this Section 4(b).

(c) As of the date hereof, and after giving effect to this Amendment and the other transactions contemplated hereby and by the other Credit Documents, the Trademark Security Agreement, as amended hereby, constitutes the legal, valid and binding obligations, contracts and agreements of such Grantor enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally.

SECTION 5. Reference to and Effect on Trademark Security Agreement. Each reference to the Trademark Security Agreement in any other document, instrument or agreement shall mean and be a reference to the Trademark Security Agreement, as modified by this Amendment. This Amendment shall be deemed a Credit Document. Except as specifically set forth in Sections 2 and 3 hereof, the Trademark Security Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

SECTION 6. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

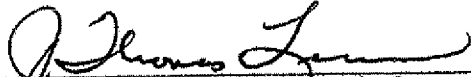
SECTION 7. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or electronic transmission shall be effective as delivery of an original executed counterpart of this Amendment.

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Signature Page(s) Follow

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

THE DETROIT LIONS, INC.,
a Michigan Subchapter-S corporation

By: 
Title: SVP FINANCE & CFO

DLI PROPERTIES, L.L.C.,
a Michigan limited liability company

By: 
Title: SVP FINANCE & CFO

COMERICA BANK,
as Collateral Agent

By: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

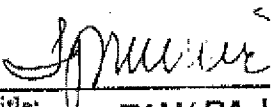
THE DETROIT LIONS, INC.,
a Michigan Subchapter-S corporation

By: _____
Title: _____

DLI PROPERTIES, L.L.C.,
a Michigan limited liability company

By: _____
Title: _____

COMERICA BANK,
as Collateral Agent

By: 
Title: TAMARA J. MILLER
VICE PRESIDENT
COMERICA BANK

Signature Page to Amendment No. 1 to Trademark Security Agreement