

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks and Copyrights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Panthers Football, LLC		10/31/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	Bank of America Corporate Center, 100 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3503585	CAROLINA PANTHERS
Registration Number:	2130948	7
Registration Number:	2129287	7
Registration Number:	2120117	CAROLINA PANTHERS
Registration Number:	2010429	
Registration Number:	2233290	
Registration Number:	2224986	PROWL TOWEL
Serial Number:	77119498	PANTHERS

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: kellie.weilbrenner@skadden.com

CH \$215.00 3503585

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Attn: Matthew Fagin
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	192385
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	11/05/2008

Total Attachments: 5

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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 an Amended and Restated Security Agreement (the "Original Agreement"), dated as of November 5, 2004, by and between Panthers Football, LLC, a North Carolina limited liability company (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Secured Parties (as defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Collateral Agent"), the Borrower has granted to the Collateral Agent for the ratable benefit of the Secured Parties a 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 a Second Amended and Restated Security Agreement, dated as of October 31, 2008, by and between the Borrower and the Collateral Agent (the "Amended and Restated Agreement"; together with the Original Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Borrower granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Collateral Agent (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 Borrower, 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 Amended and Restated Agreement, the Borrower has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of setoff against and has acknowledged and agreed that the Collateral Agent (and with respect to rights of

Secured Parties, a continuing security interest in and right of setoff against any and all right, title and interest of the Borrower, whether now existing or hereafter acquired or arising, in and to the Trademarks and Trade Names and Copyrights (each as defined in the Amended and Restated Security Agreement), including, without limitation, the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto.

2) The security interest in and to and right of setoff against the Trademarks and Trade Names and Copyrights, including, without limitation, the trademark, service mark and copyright registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Amended and Restated Security Agreement and can be terminated only in accordance with the terms of the Amended and Restated Security Agreement.

Very truly yours,

PANTHERS FOOTBALL, LLC

By: 

Name: Jerome J. Richardson, Jr.
Title: Vice President

Acknowledged and Accepted:

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

By: _____

Name:
Title:

Secured Parties, a continuing security interest in and right of setoff against any and all right, title and interest of the Borrower, whether now existing or hereafter acquired or arising, in and to the Trademarks and Trade Names and Copyrights (each as defined in the Amended and Restated Security Agreement), including, without limitation, the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto.

2) The security interest in and to and right of setoff against the Trademarks and Trade Names and Copyrights, including, without limitation, the trademark, service mark and copyright registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Amended and Restated Security Agreement and can be terminated only in accordance with the terms of the Amended and Restated Security Agreement.

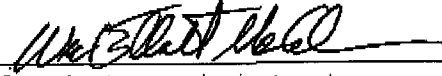
Very truly yours,

PANTHERS FOOTBALL, LLC

By: _____
Name:
Title:

Acknowledged and Accepted:

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

By: 
Name: William Elliot Melcher
Title: Managing Director

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

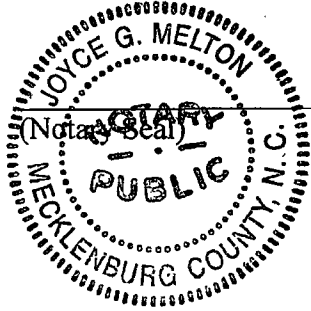
I, Joyce G. Melton, a Notary Public of the County and State aforesaid, certify that Jerome J. Richardson, Jr., personally came before me this day and acknowledged that (s)he is Vice President of PANTHERS FOOTBALL, LLC and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as Vice President.

WITNESS my hand and official stamp or seal, this 31st day of October, 2008.

Joyce G. Melton

Notary Public

My Commission Expires: 1/21/2013



SCHEDULE A

PANTHERS FOOTBALL, LLC

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO. (APP. NO)	REG. DATE (APP. DATE)	OWNER
CAROLINA PANTHERS	3,503,585	9/23/2008	Panthers Football LLC (North Carolina Limited Liability Co.)
PANTHERS	(77/119,498)	3/1/2007	Panthers Football LLC (North Carolina Limited Liability Co.)
7 & DESIGN	2130948	01/20/1998	Panthers Football LLC (North Carolina Limited Liability Co.)
7 & DESIGN	2129287	01/13/1998	Panthers Football LLC (North Carolina Limited Liability Co.)
CAROLINA PANTHERS	2120117	12/09/1997	Panthers Football LLC (North Carolina Limited Liability Co.)
DESIGN ONLY	2010429	10/22/1996	Panthers Football LLC (North Carolina Limited Liability Co.)
DESIGN ONLY	2233290	03/23/1999	Panthers Football LLC (North Carolina Limited Liability Co.)
PROWL TOWEL & DESIGN	2224986	02/23/1999	Panthers Football LLC (North Carolina Limited Liability Co.)

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TITLE OF WORK	REG. NO.	REG. DATE	RECORD OWNER
STAND AND CHEER (FOR THE PANTHERS)	PAu2037834	08/14/1995	Panthers Football LLC