

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
New England Patriots L.P.		10/31/2008	LIMITED PARTNERSHIP: DELAWARE

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: 24

Property Type	Number	Word Mark
Registration Number:	3429547	
Registration Number:	3355250	NEW ENGLAND PATRIOTS
Registration Number:	3439067	PATRIOTS
Registration Number:	3144361	PATS
Registration Number:	1230456	7
Registration Number:	1295023	7
Registration Number:	2043974	7
Registration Number:	2043973	7
Registration Number:	948384	
Registration Number:	995096	
Registration Number:	1850666	
Registration Number:	2029693	
Registration Number:	2755546	
Registration Number:	995095	NEW ENGLAND PATRIOTS

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Registration Number:	1884852	NEW ENGLAND PATRIOTS
Registration Number:	2766441	NEW ENGLAND PATRIOTS
Registration Number:	948574	PATRIOTS
Registration Number:	949536	PATRIOTS
Registration Number:	2035889	PATRIOTS
Registration Number:	2711199	PATRIOTS
Registration Number:	2746155	PATRIOTS EXPERIENCE
Serial Number:	78812285	FANTASY FORECAST
Serial Number:	77377134	PATRIOT PERFECT
Serial Number:	77201160	BOSTON PATRIOTS

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
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:	401530/252
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	11/05/2008

Total Attachments: 7

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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 New England Patriots L.P., a Delaware limited partnership (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 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 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 Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

NEW ENGLAND PATRIOTS L.P.

By: Kraft Patriots Inc.
as General Partner

By: 
Name: Robert K. Kraft
Title: President

Acknowledged and Accepted:

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

By: _____
Name:
Title:

Patriots – Notice of Grant of Security Interest in Trademarks

the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

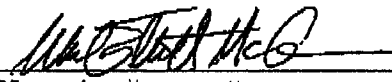
NEW ENGLAND PATRIOTS L.P.

By: Kraft Patriots, Inc.
as General Partner

By: _____
Name:
Title:

Acknowledged and Accepted:

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

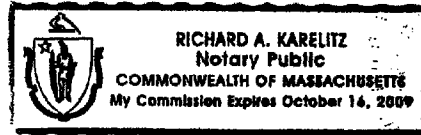
By: 
Name: William Elliot McLebe
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS

NORFOLK COUNTY

On this 29th day of October, 2008, before me, the undersigned notary public, personally appeared Robert K. Kraft as President of Kraft Patriots Inc., general partner to New England Patriots L.P., proved to me through satisfactory evidence of identification, which is personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Richard A. Karelitz
(official signature and seal of notary)
My commission expires 10/16/09



SCHEDULE A

NEW ENGLAND PATRIOTS L.P.

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG NO. (APP. NO)	REG DATE (APP. DATE)	OWNER
Design Only	3,429,547	3/6/2007	New England Patriots L.P. (Delaware Limited Partnership)
FANTASY FORECAST	(78/812,285)	(2/10/2006)	New England Patriots L.P. (Delaware Limited Partnership)
NEW ENGLAND PATRIOTS	3,355,250	12/18/2007	New England Patriots L.P. (Delaware Limited Partnership)
PATRIOT PERFECT	(77/377,134)	1/22/2008	New England Patriots L.P. (Delaware Limited Partnership)
PATRIOTS	3,439,067	6/3/2008	New England Patriots L.P. (Delaware Limited Partnership)
PATS	3,144,361	9/19/2006	New England Patriots L.P. (Delaware Limited Partnership)
7 and Design	1,230,456	3/8/1983	New England Patriots L.P (Delaware Limited Partnership)
7 and Design	1,295,023	9/11/1984	New England Patriots L.P. (Delaware Limited Partnership)
7 and Design	2,043,974	3/11/1997	New England Patriots L.P. (Delaware Limited Partnership)
7 and Design	2,043,973	3/11/1997	New England Patriots L.P. (Delaware Limited Partnership)
DESIGN ONLY	948,384	12/05/1972	New England Patriots L.P. (Delaware Limited Partnership)
DESIGN ONLY	995,096	10/08/1974	New England Patriots L.P. (Delaware Limited Partnership)

TRADEMARK	REG NO. (APP. NO)	REG DATE (APP. DATE)	OWNER
DESIGN ONLY	1,850,666	8/23/1994	New England Patriots L.P. (Delaware Limited Partnership)
DESIGN ONLY	2,029,693	1/14/1997	New England Patriots L.P. (Delaware Limited Partnership)
DESIGN ONLY	2,755,546	8/26/2003	New England Patriots L.P. (Delaware Limited Partnership)
NEW ENGLAND PATRIOTS	995,095	10/08/1974	New England Patriots L.P. (Delaware Limited Partnership)
NEW ENGLAND PATRIOTS	1,884,852	3/21/1995	New England Patriots L.P. (Delaware Limited Partnership)
NEW ENGLAND PATRIOTS	2,766,441	9/23/2003	New England Patriots L.P. (Delaware Limited Partnership)
PATRIOTS	948,574	12/12/1972	New England Patriots L.P. (Delaware Limited Partnership)
PATRIOTS	949,536	12/26/1972	New England Patriots L.P. (Delaware Limited Partnership)
PATRIOTS and Design	2,035,889	2/04/1997	New England Patriots L.P. (Delaware Limited Partnership)
PATRIOTS and Design	2,711,199	4/29/2003	New England Patriots L.P. (Delaware Limited Partnership)
PATRIOTS EXPERIENCE	2,746,155	08/05/2003	New England Patriots L.P. (Delaware Limited Partnership)
BOSTON PATRIOTS	77-201160	06/08/2007	New England Patriots L.P. (Delaware Limited Partnership)

II. UNITED STATES COPYRIGHT REGISTRATIONS

TITLE OF WORK	REG NO.	REG DATE	RECORD OWNER
Robert K. Kraft's speech at unveiling of New England Patriots license plate.	TXu1250423	6/08/205	New England Patriots, LP
AFC play-off game Patriots VS Raiders, 01/19/02.	VA1161519	3/15/2002	New England Patriots, LP

Final regular season game at Foxboro Stadium	VAu541291	3/15/2002	New England Patriots, LP
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