

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
The St. Louis Rams Partnership		10/31/2008	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: 23

Property Type	Number	Word Mark
Registration Number:	3329550	
Registration Number:	3256434	
Registration Number:	3449573	RAMS
Registration Number:	3486636	ST. LOUIS FOOTBALL
Registration Number:	3256433	ST. LOUIS RAMS
Registration Number:	969844	
Registration Number:	971046	
Registration Number:	1861767	
Registration Number:	2443393	
Registration Number:	2541067	
Registration Number:	2565679	
Registration Number:	2808932	
Registration Number:	2836734	
Registration Number:	3010425	

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Registration Number:	3052568	
Registration Number:	971047	LOS ANGELES RAMS
Registration Number:	1889818	LOS ANGELES RAMS
Registration Number:	2592107	R
Registration Number:	3400426	RAMS
Registration Number:	3400425	RAMS
Registration Number:	3052567	ST. LOUIS RAMS
Registration Number:	2452785	ST. LOUIS RAMS CHEERLEADERS
Serial Number:	77009616	

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: 6

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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 The St. Louis Rams Partnership, a Delaware general 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,

THE ST. LOUIS RAMS PARTNERSHIP

By: The Rams Football Company, Inc.

By: _____
Name: *JEFF BREWEL*
Title: *TRAVELER*

Acknowledged and Accepted:

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

By: _____
Name:
Title:

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,

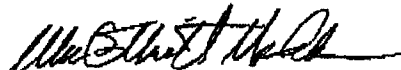
THE ST. LOUIS RAMS PARTNERSHIP

By: **The Rams Football Company, Inc.**

By: _____
Name:
Title:

Acknowledged and Accepted:

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

By: 
Name: *William Elliot McCabe*
Title: *Managing Director*

STATE OF CA
COUNTY OF Orange

I, Bonnie Sachdeva, a Notary Public of the County and State aforesaid, certify that Jeff Brewer, personally came before me this day and acknowledged that (s)he is Treasurer of THE ST. LOUIS RAMS 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 Treasurer.

WITNESS my hand and official stamp or seal, this 30 day of October, 2008.

Bonnie Sachdeva
Notary Public
My Commission Expires: 3/15/2009



(Notary Seal)

Rams – Notice of Grant of Security Interest in Trademarks

SCHEDULE A

THE ST. LOUIS RAMS PARTNERSHIP

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG NO. (APP. NO)	REG DATE (APP. DATE)	OWNER
DESIGN ONLY	3,329,550	11/6/2007	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	3,256,434	6/26/2007	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	(77/009,616)	(9/28/2006)	St. Louis Rams Partnership (Delaware Partnership)
RAMS	3,449,573	6/17/2008	St. Louis Rams Partnership (Delaware Partnership)
ST. LOUIS FOOTBALL	3,486,636	8/12/2008	St. Louis Rams Partnership (Delaware Partnership)
ST. LOUIS RAMS	3,256,433	6/26/2007	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	969,844	10/2/1973	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	971,046	10/16/1973	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	1,861,767	11/8/1994	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	2,443,393	4/10/2001	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	2,541,067	2/19/2002	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	2,565,679	4/30/2002	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	2,808,932	1/27/2004	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	2,836,734	4/27/2004	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	3,010,425	11/1/2005	St. Louis Rams Partnership (Delaware Partnership)
DESIGN ONLY	3,052,568	1/31/2006	St. Louis Rams Partnership (Delaware Partnership)
LOS ANGELES RAMS	971,047	10/16/1973	St. Louis Rams Partnership (Delaware Partnership)
LOS ANGELES RAMS	1,889,818	4/18/1995	St. Louis Rams Partnership (Delaware Partnership)
R	2,592,107	7/9/2002	St. Louis Rams Partnership (Delaware Partnership)
RAMS	3,400,426	3/25/2008	St. Louis Rams Partnership (Delaware Partnership)

RAMS	3,400,425	3/25/2008	St. Louis Rams Partnership (Delaware Partnership)
ST. LOUIS RAMS	3,052,567	1/31/2006	St. Louis Rams Partnership (Delaware Partnership)
ST. LOUIS RAMS CHEERLEADERS	2,452,785	5/22/2001	St. Louis Rams Partnership (Delaware Partnership)

II. UNITED STATES COPYRIGHT REGISTRATIONS

None.