

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
San Francisco Forty Niners, Limited		10/31/2008	LIMITED PARTNERSHIP: CALIFORNIA

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3480219	SAN FRANCISCO FORTY NINERS
Registration Number:	3452019	SAN FRANCISCO 49ERS
Registration Number:	3056288	PROJECT FUEL
Registration Number:	2976688	GOLDMINE
Registration Number:	2189723	7 SF
Registration Number:	2189722	7 SF
Registration Number:	1810714	SAN FRANCISCO 49ERS
Registration Number:	1809130	SF
Registration Number:	1318640	NINERS
Registration Number:	1238824	7
Registration Number:	1238823	7
Registration Number:	1079541	SF
Serial Number:	78937217	FAITHFUL
Serial Number:	78937211	FAITHFUL

CH \$465.00 3480219

Serial Number:	78937205	FAITHFUL
Serial Number:	78937195	FAITHFUL
Serial Number:	77119362	49ERS
Serial Number:	78319163	FOOTBALL GUIDE

**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 B. Fagin, Esq.

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**

source=nyc3-664135-1#page1.tif  
source=nyc3-664135-1#page2.tif  
source=nyc3-664135-1#page3.tif  
source=nyc3-664135-1#page4.tif  
source=nyc3-664135-1#page5.tif  
source=nyc3-664135-1#page6.tif

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 April 7, 2004, by and between San Francisco Forty Niners, Limited, a California 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.

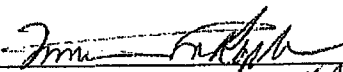
2) The security interest in and to and right of setoff against the Trademarks and Trade Names and Copyrights, including, without limitation, the trademark, service mark and copyright registrations and applications set forth on Schedule A, is granted in accordance with

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,

SAN FRANCISCO FORTY NINERS,  
LIMITED,  
a Limited Partnership

By: San Francisco Forty-Niners, LLC,  
General Partner

By:   
Name: TIMON M KAPLE  
Title: TREASURER

Acknowledged and Accepted:

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

By: \_\_\_\_\_  
Name:  
Title:

[49ers: 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,


**SAN FRANCISCO FORTY NINERS,  
LIMITED,  
a Limited Partnership**

**By: San Francisco Forty-Niners, LLC,  
General Partner**

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

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

By:   
Name: William Elliot McLebic  
Title: Managing Director

STATE OF California  
COUNTY OF Santa Clara

I, D. Welchel, a Notary Public of the County and State aforesaid, certify that Timon M Kaple, personally came before me this day and acknowledged that (s)he is Treasurer of SAN FRANCISCO FORTY NINERS, LIMITED 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.

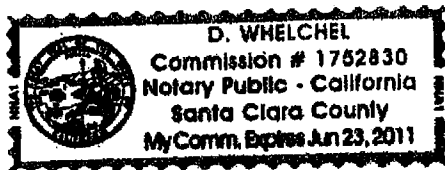
WITNESS my hand and official stamp or seal, this 29<sup>th</sup> day of October, 2008.

D. Welchel

Notary Public

My Commission Expires: June 23, 2011

(Notary Seal)



**SCHEDULE A**

**SAN FRANCISCO FORTY NINERS, LIMITED**

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

<b>TRADEMARK</b>	<b>REG NO. (APP. NO)</b>	<b>REG DATE (APP. DATE)</b>	<b>OWNER</b>
FAITHFUL	(78/937,217)	(7/25/2006)	San Francisco Forty Niners, Ltd. (California Limited Partnership)
FAITHFUL	(78/937,211)	(7/25/2006)	San Francisco Forty Niners, Ltd. (California Limited Partnership)
FAITHFUL	(78/937,205)	(7/25/2006)	San Francisco Forty Niners, Ltd. (California Limited Partnership)
FAITHFUL	(78/937,195)	(7/25/2006)	San Francisco Forty Niners, Ltd. (California Limited Partnership)
SAN FRANCISCO FORTY NINERS	3,480,219	8/5/2008	San Francisco Forty Niners, Limited (California Limited Partnership)
SAN FRANCISCO 49ERS	3,452,019	6/24/2008	San Francisco Forty Niners, Limited (California Limited Partnership)
49ERS	(77/119,362)	(3/1/2007)	San Francisco Forty Niners, Limited (California Limited Partnership)
FOOTBALL GUIDE	(78/319163)	(10/27/2003)	San Francisco Forty Niners, Limited (California Limited Partnership)
PROJECT FUEL	3,056,288	1/31/2006	San Francisco Forty Niners, Limited (California Limited Partnership)
GOLDMINE	2,976,688	7/26/2005	San Francisco Forty Niners, Limited (California Limited Partnership)
7 SF & Design (Uniform)	2,189,723	9/15/98	San Francisco Forty Niners, Limited (California Limited Partnership)
7 SF & Design (Uniform)	2,189,722	9/15/98	San Francisco Forty Niners, Limited (California Limited Partnership)
SAN FRANCISCO 49ERS	1,810,714	12/14/93	San Francisco Forty Niners, Limited (California Limited Partnership)

SF & Design	1,809,130	12/7/93	San Francisco Forty Niners, Limited (California Limited Partnership)
NINERS	1,318,640	2/5/85	San Francisco 49ers
7 & Design (Uniform)	1,238,824	5/17/83	San Francisco Forty Niners, Limited (California Limited Partnership)
7 & Design (Uniform)	1,238,823	5/17/83	San Francisco Forty Niners, Limited (California Limited Partnership)
SF (Stylized Letters)	1,079,541	12/13/77	San Francisco Forty Niners, Limited (California Limited Partnership)

II. **UNITED STATES COPYRIGHT REGISTRATIONS**

None.