

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
Tennessee Football, Inc.		10/31/2008	CORPORATION: 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: 28

Property Type	Number	Word Mark
Registration Number:	2431099	9
Registration Number:	2431098	9
Registration Number:	3264908	
Registration Number:	2372971	
Registration Number:	2908894	
Registration Number:	2715942	
Registration Number:	2390404	
Registration Number:	2390403	
Registration Number:	2472018	
Registration Number:	2392186	
Registration Number:	2392185	
Registration Number:	2390402	
Registration Number:	2472017	
Registration Number:	2995446	MUSIC CITY MIRACLE

CH \$715.00 2431099

Registration Number:	2856188	MUSIC CITY MIRACLE
Registration Number:	2886809	MUSIC CITY MIRACLE
Registration Number:	3264909	T
Registration Number:	2484424	T RAC
Registration Number:	3066215	T RAC
Registration Number:	3261094	TENNESSEE TITANS
Registration Number:	2439029	TENNESSEE TITANS
Registration Number:	2493049	TENNESSEE TITANS
Registration Number:	2643212	TENNESSEE TITANS
Registration Number:	2439028	TENNESSEE TITANS
Registration Number:	2762202	TITAN UP
Registration Number:	3023964	TITAN UP
Registration Number:	2559454	TITANS TOWEL
Serial Number:	78966991	TITANS

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 Tennessee Football, Inc., a Delaware corporation (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:

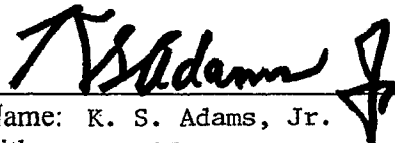
1) Pursuant to the Amended and Restated Agreement, the Borrower has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of setoff against and has acknowledged and agreed 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 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,

TENNESSEE FOOTBALL, INC.

By: 
Name: K. S. Adams, Jr.
Title: 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.

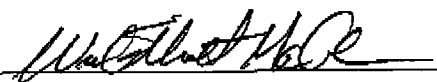
Very truly yours,

TENNESSEE FOOTBALL, INC.

By: _____
Name:
Title:

Acknowledged and Accepted:

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

By: 
Name: William Elliot McLabe
Title: Managing Director

STATE OF Texas

COUNTY OF Harris

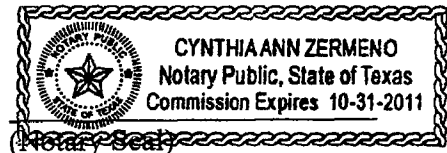
I, Cynthia Ann Zermeno, a Notary Public of the County and State aforesaid, certify that K. S. Adams, Jr., personally came before me this day and acknowledged that (s)he is President of TENNESSEE FOOTBALL, INC. and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as President.

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

Cynthia Ann Zermeno

Notary Public

My Commission Expires:



Notary Seal

SCHEDULE A

TENNESSEE FOOTBALL, INC.

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG NO. (APP. NO)	REG DATE (APP. DATE)	OWNER
9 and Design	2,431,099	2/27/2001	Tennessee Football, Inc. (Delaware Corporation)
9 and Design	2,431,098	2/27/2001	Tennessee Football, Inc. (Delaware Corporation)
Design Only	3,264,908	7/17/2007	Tennessee Football, Inc. (Delaware Corporation)
DESIGN ONLY	2,372,971	8/1/2000	Tennessee Football, Inc. (Delaware Corporation)
Design Only	2,908,894	12/7/2004	Tennessee Football, Inc. (Delaware Corporation)
DESIGN ONLY	2,715,942	5/13/2003	Tennessee Football, Inc. (Delaware Corporation)
DESIGN ONLY	2,390,404	9/26/2000	Tennessee Football, Inc. (Delaware Corporation)
DESIGN ONLY	2,390,403	9/26/2000	Tennessee Football, Inc. (Delaware Corporation)
DESIGN ONLY	2,472,018	7/24/2001	Tennessee Football, Inc. (Delaware Corporation)
DESIGN ONLY	2,392,186	10/3/2000	Tennessee Football, Inc. (Delaware Corporation)
DESIGN ONLY	2,392,185	10/3/2000	Tennessee Football, Inc. (Delaware Corporation)
DESIGN ONLY	2,390,402	9/26/2000	Tennessee Football, Inc. Delaware Corporation)
DESIGN ONLY	2,472,017	7/24/2001	Tennessee Football, Inc. (Delaware Corporation)
MUSIC CITY MIRACLE	2,995,446	9/13/2005	Tennessee Football, Inc. (Delaware Corporation)
MUSIC CITY MIRACLE	2,856,188	6/22/2004	Tennessee Football, Inc. (Delaware Corporation)
MUSIC CITY MIRACLE	2,886,809	9/21/2004	Tennessee Football, Inc. (Delaware Corporation)
T and Design	3,264,909	7/17/2007	Tennessee Football, Inc. (Delaware Corporation)
T RAC	2,484,424	9/4/2001	Tennessee Football, Inc. (Delaware Corporation)
T RAC	3,066,215	3/7/2006	Tennessee Football, Inc. (Delaware Corporation)

TENNESSEE TITANS	3,261,094	7/10/2007	Tennessee Football, Inc. (Delaware Corporation)
TENNESSEE TITANS	2,439,029	3/27/2001	Tennessee Football, Inc. (Delaware Corporation)
TENNESSEE TITANS	2,493,049	9/25/2001	Tennessee Football, Inc. (Delaware Corporation)
TENNESSEE TITANS	2,643,212	10/29/2002	Tennessee Football, Inc. (Delaware Corporation)
TENNESSEE TITANS	2,439,028	3/27/2001	Tennessee Football, Inc. (Delaware Corporation)
TITAN UP	2,762,202	9/9/2003	Tennessee Football, Inc. (Delaware Corporation)
TITAN UP	3,023,964	12/6/2005	Tennessee Football, Inc. (Delaware Corporation)
TITANS	(78/966,991)	(9/5/2006)	Tennessee Football, Inc. (Delaware Corporation)
TITANS TOWEL	2,559,454	4/9/2002	Tennessee Football, Inc. (Delaware Corporation)

II. UNITED STATES COPYRIGHT REGISTRATIONS

None.