

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arizona Cardinals Football Club LLC		08/21/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	214 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3390954	CARDINALS	
Registration Number:	3323107		
Registration Number:	3301530	ARIZONA CARDINALS	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	kweilbre@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Matthew Fagin, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	401530/0240		
NAME OF SUBMITTER:	Matthew Fagin		

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Signature:	/Matthew Fagin/
Date:	08/24/2009
<b>Total Attachments: 5</b> source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif source=Document#page5.tif	

SUPPLEMENTAL NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN TRADEMARKS

This SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), dated August 21, 2009, is made by Arizona Cardinals Football Club LLC, a Delaware limited liability company, located at 8701 South Hardy Drive, Tempe, Arizona 85284 (successor by merger to Arizona Cardinals Football Club, Inc.) ("Assignor") in favor of Bank of America, N.A., located at 214 North Tryon Street, Charlotte, North Carolina 28255, acting as collateral agent for the Secured Parties (in such capacity, together with any permitted successors and assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the registrant for the trademarks and service mark registrations and applications listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States, together with the goodwill of the business connected with the use and symbolized by the foregoing (the "New Trademarks");

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of November 12, 1998 by and between Assignor and Assignee, acting as collateral agent for the Secured Parties, the Assignor assigned and granted to the Assignee for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, certain trademarks and service marks, and trademark and service mark registrations and applications;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of April 7, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"; together with the Original Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (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 Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks and Trade Names (each as defined in the Amended and Restated Agreement); and

WHEREAS, the New Trademarks have been acquired by Assignor subsequent to the date of the Amended and Restated Security Agreement, and Assignor and Assignee desire to document the Assignee's security interest therein in a form which can be recorded in the United States Patent and Trademark Office.


NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, Assignor has granted to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against, and hereby confirms and reaffirms such grant, and acknowledges and agrees that the Assignee (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 Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks and Trade Names, including the New Trademarks; and

Assignor does hereby further acknowledge and affirm that the security interest in and to and right of setoff against the New Trademarks 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ARIZONA CARDINALS FOOTBALL CLUB LLC

By:   
Name: Gregory Thomas Lee  
Title: Chief Financial Officer

STATE OF Arizona

SS.:

COUNTY OF Maricopa

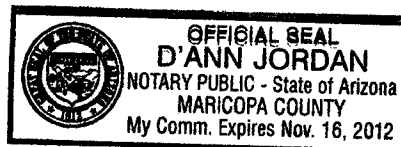
On this 21<sup>st</sup> day of August, 2009, before me personally came Gregory Lee, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the Chief Financial Officer of Arizona Cardinals Football Club LLC, a Delaware limited liability company, and that s/he executed the foregoing instrument in the name of Arizona Cardinals Football Club LLC, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said entity for the uses and purposes therein mentioned.

By: \_\_\_\_\_

Name:

Notary Public

My Commission Expires: Nov. 16, 2012



SCHEDULE 1 TO SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

Trademarks

Owner: Arizona Cardinals Football Club LLC

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	<b>CARDINALS</b>	<b>3,390,954</b>	<b>3/4/2008</b>
USA	<b>Design Only</b>	<b>3,323,107</b>	<b>10/30/2007</b>
USA	<b>ARIZONA CARDINALS</b>	<b>3,301,530</b>	<b>10/2/2007</b>