TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Miami Dolphins, Ltd.		04/08/2010	LIMITED PARTNERSHIP: FLORIDA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
Internal Address:	BANK OF AMERICA CORPORATE CENTER
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3207052	03
Registration Number:	3207053	03
Serial Number:	77583857	17-0
Serial Number:	77583850	17-0 THE ORIGINAL PERFECT SEASON
Registration Number:	1224592	7
Registration Number:	1224591	7
Registration Number:	1864650	
Registration Number:	3434029	DOLPHINS
Registration Number:	991672	DOLPHINS
Registration Number:	3019020	M
Registration Number:	3542446	M
Registration Number:	991673	M
Registration Number:	1032558	M

CH $515.00 3207052

Registration Number:	1857632	MIAMI DOLPHINS
Registration Number:	2915713	MIAMI DOLPHINS
Registration Number:	3416966	MIAMI DOLPHINS
Registration Number:	991671	MIAMI DOLPHINS
Serial Number:	77583862	PERFECTVILLE
Serial Number:	77440537	THE CODE
Serial Number:	77440610	THE CODE

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 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:	401530/0374
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	05/03/2010

Total Attachments: 5

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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:

Please be advised that pursuant to an Amended and Restated Security Agreement, dated as of April 8, 2010, (as such Amended and Restated Security Agreement may be amended, modified, supplemented or restated, the *"Security Agreement"*), by and between Miami Dolphins, Ltd., a Florida limited partnership (the *"Borrower"*) and Bank of America, N.A., acting as collateral agent for the Secured Parties (as defined in the Security 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 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 Security Agreement), including, without limitation, the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto.

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.

Notwithstanding the foregoing, no security interest shall be granted or attach hereunder with respect to any Trademark or Trade Name applications filed in the United States Patent and Trademark Office on the basis of the Borrower's intent to use any such Trademark or Trade Name pursuant to U.S.C. § 1051 Section 1(b), unless and until such Trademark or Trade Name is used in interstate commerce, at which point the security interest granted hereunder shall attach to such application; *provided*, that, the foregoing exclusion shall apply only to the extent that granting a lien in such application prior to such use would adversely affect the enforceability or validity of such application.

Very truly yours,

MIAMI DOLPHINS, LTD.

By: South Florida Football Associates LLC,
its General Partner

By: _____
Name: Ronald Katz
Title: Vice President

Acknowledged and Accepted:

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

By: _____
Name: _____
Title: _____

[*Notice of IP Grant*]

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STATE OF FLORIDA)
) SS
COUNTY OF Broward)

On April 5th, 2010 before me, Edward L. Ristaino, Notary Public, personally appeared Ronald Katz, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal) Edward L. Ristaino COMMISSION # DD[illegible] EXPIRES: NOV 03, 2013 www.AaronNotary.com

Signature Edward L Ristaino

(Notary Seal)

TRADEMARK
REEL: 004197 FRAME: 0468

Very truly yours,

MIAMI DOLPHINS, LTD.

By: South Florida Football Associates LLC,
its General Partner

By: _____
Name:
Title:

Acknowledged and Accepted:

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

By: _____
Name: Stephen Vogel
Title: Vice President

[Notice of IP Grant]

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SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS FOR Miami Dolphins, Ltd.

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
US	03 and Design	3,207,052	2/13/2007	Miami Dolphins, Ltd.
US	03 and Design	3,207,053	2/13/2007	Miami Dolphins, Ltd.
~~US~~	~~1 and design~~	~~3207052~~	~~2/13/2007~~	~~Miami Dolphins, Ltd.~~
~~US~~	~~1 and design~~	~~3207053~~	~~2/13/2007~~	~~Miami Dolphins, Ltd.~~
US	17-0	(77/583,857)	(10/2/2008)	Miami Dolphins, Ltd.
US	17-0 THE ORIGINAL PERFECT SEASON	(77/583,850)	(10/2/2008)	Miami Dolphins, Ltd.
US	7 and Design	1,224,592	1/18/1983	Miami Dolphins, Ltd..
US	7 and Design	1,224,591	1/18/1983	Miami Dolphins, Ltd.
US	Design Only	1,864,650	11/29/1994	Miami Dolphins, Ltd.
US	DOLPHINS	3,434,029	5/27/2008	Miami Dolphins, Ltd.
US	DOLPHINS	991,672	8/20/1974	Miami Dolphins, Ltd.
US	M and design	3,019,020	11/29/2005	Miami Dolphins, Ltd.
US	M and Design	3,542,446	12/9/2008	Miami Dolphins, Ltd.
US	M and Design	991,673	8/20/1974	Miami Dolphins, Ltd.
US	M and Design	1,032,558	2/3/1976	Miami Dolphins, Ltd.
US	MIAMI	1857632	10/11/1994	Miami Dolphins, Ltd.
US	MIAMI DOLPHINS	2915713	1/4/2005	Miami Dolphins, Ltd.
US	MIAMI DOLPHINS	3,416,966	4/29/2008	Miami Dolphins, Ltd.
US	MIAMI DOLPHINS	991,671	8/20/1974	Miami Dolphins, Ltd.
US	PERFECTVILLE	(77/583,862)	(10/2/2008)	Miami Dolphins, Ltd.
US	THE CODE	(77/440,537)	(4/4/2008)	Miami Dolphins, Ltd.
US	THE CODE and Design	(77/440,610)	(4/4/2008)	Miami Dolphins, Ltd.

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

Title	Reg. No.	Reg. Date	Record Owner(s)
Dolphin Starbrites : [no.] 14-687.	VA27015	6/19/1979	Miami Dolphins, Ltd.