

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE DETROIT LIONS, INC.		03/31/2010	CORPORATION: MICHIGAN
DLI PROPERTIES, L.L.C.		03/31/2010	LIMITED LIABILITY COMPANY: MICHIGAN
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	500 WOODWARD AVENUE		
Internal Address:	M/C 3391		
City:	DETROIT		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2692088	DETROIT LIONS	
Registration Number:	1899292	LIONS	
Registration Number:	1850662		
Registration Number:	1224582	7	
Registration Number:	1228987	7	
Registration Number:	972622		
Registration Number:	3434144		
Registration Number:	3434142	DETROIT LIONS	
Registration Number:	3343332	LIONS	
Serial Number:	77820569		
Registration Number:	0943810	DETROIT LIONS	

CH \$290.00 2692088

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Gloria Jung
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	30469/3
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	05/10/2010

Total Attachments: 12

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**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this "*Agreement*"), dated March 31, 2010, is made by and among The Detroit Lions, Inc., a Michigan corporation (the "*Borrower*"), DLI Properties, L.L.C., a Michigan limited liability company ("*DLI*"), the Additional Grantors (as set forth in the Security Agreement) (the Borrower, DLI and the Additional Grantors, collectively, the "*Grantors*") and Comerica Bank, as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to the Collateral Agency Agreement, the "*Collateral Agent*") for the Secured Parties.

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 2, 2003 (as amended, amended and restated, supplemented or otherwise modified and in effect immediately prior to the Effective Date, the "*Existing Loan Agreement*"), between the Borrower and Comerica Bank, a Texas banking association, as lender (in such capacity, the "*Lender*"), certain extensions of credit were made to the Borrower on the terms and conditions set forth therein.

WHEREAS, the Borrower has requested that the Existing Loan Agreement be amended and restated in its entirety to become effective and binding on the Borrower, and the Lender has agreed to amend and restate the Existing Loan Agreement in its entirety, and it has been agreed by the Borrower and the Lender that the Existing Loan Agreement and the obligations outstanding thereunder shall be governed by and be outstanding under the amended and restated terms and conditions contained in the Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), among the Borrower and the Lender.

WHEREAS, the Borrower has issued \$155,000,000 aggregate principal amount of its 6.60% Senior Secured Notes due 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*2003 Notes*") pursuant to several Note Purchase Agreements dated as of December 2, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the "*2003 Note Purchase Agreements*") made by the Borrower with each of the purchasers named on Schedule A thereto (the "*2003 Note Purchasers*"), and DLI entered into a Subsidiary Guarantee, dated as of December 2, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*2003 Note Guarantee*") (the 2003 Note Guarantee, together with the 2003 Notes, the 2003 Note Purchase Agreements and any Security Documents, the "*2003 Note Documents*"), guaranteeing the obligations of the Borrower under the 2003 Note Documents;

WHEREAS, the Borrower has issued \$50,000,000 aggregate principal amount of its 6.59% Senior Secured Notes due 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*2006 Notes*") pursuant to that certain Note Purchase Agreement dated as of December 8, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*2006 Note Purchase Agreement*") made by the Borrower with the purchasers named on Schedule A thereto (the "*2006 Note Purchasers*"), and DLI entered into a Subsidiary Guarantee, dated as of December 8, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*2006 Note Guarantee*") (the 2006 Note Guarantee, together with the 2006 Notes, the 2006 Note Purchase Agreement and any Security Documents, the "*2006 Note Documents*"), guaranteeing the obligations of the Borrower under the 2006 Note Documents;

WHEREAS, pursuant to that certain Security Agreement, dated as of December 2, 2003 (as amended, amended and restated, supplemented or otherwise modified and in effect immediately prior to the effectiveness of this Agreement, the “*Existing Security Agreement*”), made by the Borrower, DLI, the other grantors party thereto and the Collateral Agent, the Borrower, DLI and such other grantors granted certain Liens to the Collateral Agent for the benefit of the Secured Parties as security for the obligations under the Existing Loan Agreement.

WHEREAS, concurrently herewith, the Borrower, DLI, the Additional Grantors and the Collateral Agent are entering into an Amended and Restated Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), to secure the Secured Obligations;

WHEREAS, under the terms of the Existing Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and executed that certain Trademark Security Agreement dated as of December 2, 2003 and amended as of December 8, 2006 (other than pursuant to this Agreement, as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*” and “*Trademark Security Agreement Amendment No. 1*”, respectively) for recording with the United States Patent and Trademark Office and other governmental authorities.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on reel 002892 frame 0342 on January 7, 2004, and the Trademark Security Agreement Amendment No. 1 was recorded with the United States Patent and Trademark Office on reel 003447 frame 0634 on December 19, 2006.

WHEREAS, the Grantors and the Collateral Agent have now agreed to amend and restate the Trademark Security Agreement in its entirety so that the Grantors may grant the Collateral Agent a security interest in, to and under all of each Grantor’s right, title and interest in and to the Collateral (as defined below) solely in connection with the security interest granted pursuant to the terms of the Loan Agreement and the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Loan Agreement and the Security Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

(a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or

conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 6. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

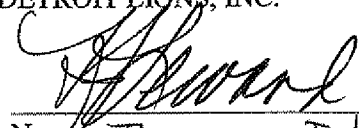
SECTION 8. NFL Requirements. It is acknowledged, understood and agreed that, so long as the NFL Consent and Agreement is in effect and notwithstanding anything in this Agreement or any other Operative Document to the contrary, (a) the exercise by the Collateral Agent and/or any Secured Party of remedies under any Operative Document will be made in accordance with the terms and provisions of the NFL Consent and Agreement, the terms, conditions and provisions of which each of the parties to any Operative Document has accepted as reasonable and appropriate and (b) in the event of any conflict or inconsistency between the terms of the NFL Consent and Agreement and the terms of any Operative Document (including without limitation this Agreement), the terms of the NFL Consent and Agreement will control. Notwithstanding the foregoing, nothing in the NFL Consent and Agreement, including, without limitation, the definition of the term "Collateral", shall be deemed to expand or otherwise modify in any way the definition of "Collateral" as such term is defined and used in any of the Operative Documents. All capitalized terms used in this Section 8 and not defined in this Section 8 are defined in the NFL Consent and Agreement.

[Signature Pages Follow.]

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

THE DETROIT LIONS, INC.

By



Name: Thomas J. Lewand
Title: President

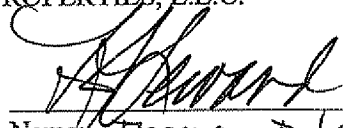
Address for Notices:

222 Republic Drive
Allen Park, Michigan 48101
Attn: Mr. Thomas Lesnau and
Mr. Thomas Lewand

and

DLI PROPERTIES, L.L.C.

By



Name: Thomas J. Lewand
Title: President of The Detroit Lions, Inc,
its sole member

Address for Notices:

c/o The Detroit Lions, Inc.
222 Republic Drive
Allen Park, Michigan 48101
Attn: Mr. Thomas Lesnau and
Mr. Thomas Lewand

TRADEMARKS

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG NO.</u>	<u>OWNER</u>	<u>STATUS</u>
DETROIT LIONS	16, 25	Men's, women's and children's clothing, namely, fleece tops and bottoms, caps, headwear, t-shirts, sweatshirts, shorts, tank tops, jeans, sweaters, pants, jackets, turtle-necks, jumpsuits, golf shirts, woven shirts, knit shirts, jerseys, wristbands, warm up suits, swimwear, wind resistant jackets, raincoats, parkas, ponchos, gloves, ties, suspenders, cloth bibs, sleepwear, namely, robes, night shirts and pajamas, mittens, knit hats and caps, scarves, aprons, headbands, ear muffs, underwear, sneakers and slippers (International Class: 25). Posters, calendars, trading cards, series of books relating to football, magazines relating to football, newsletters relating to football, note pads, stickers, bumper stickers, credit cards without magnetic coding, note pads, paper pennants and greeting cards; printed tickets to sports games and events; non-magnetically coded prepaid phone cards, pens and pencils, pencil cases, rub on decorative transfers, note paper, pictorial prints, picture postcards, art pictures, stationery, envelopes, stationery-type portfolios, photo albums, scrapbook albums, ring binders, checkbook covers, tissue paper, wrapping paper, playing cards, paper table cloths, paper napkins, paper party hats, paper party invitations, paper gift cards; paper gift bags, paper gift boxes, paper decorations, collectible cards; collectible card and memorabilia holders, souvenir programs for sports events (International Class: 16).	2,692,088	Detroit Lions, Inc.	REGISTERED
LIONS	41	Entertainment services in the form of professional	1,899,292	Detroit Lions, Inc.	REGISTERED


<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG NO.</u>	<u>OWNER</u>	<u>STATUS</u>
MISCELLANEOUS DESIGN (helmet with lion)	16, 25	football games and exhibitions. Men's, women's and children's clothing and footwear; namely, coaches caps, wool hats, painters caps, baseball caps, visors, headbands, ear muffs, knit face masks, belts, wristbands, t-shirts, tank tops, pajamas, golf shirts, sweaters, sweatshirts, jackets, neckties, braces, cloth bibs, jerseys, night shirts, coats, robes, raincoats, parkas, ponchos, sneakers, gloves, scarves, snow suits, mittens, aprons, down jackets, leather jackets, shorts, sweatpants, jeans, pants, knickers, socks, underwear, bathing suits and leg warmers (International Class: 25). Trading cards, posters, magazines relating to football, postcards, calendars, wrapping paper, paper gift boxes, paper stickers paper napkins, paper towels, books relating to football, posterbooks, notepads, paper hats and greeting cards (International Class: 16).	1,850,662	Detroit Lions, Inc.	REGISTERED
7 (and Design)	41	Entertainment services in the form of professional football games and exhibitions.	1,224,582	The Detroit Lions, Inc.	REGISTERED
7 (and Design)	41	Entertainment services in the form of professional football games and exhibitions.	1,228,987	The Detroit Lions, Inc.	REGISTERED
MISCELLANEOUS DESIGN (helmet with lion)	41	Entertainment services in the form of professional football games and exhibitions for live, radio and television audiences.	972,622	The Detroit Lions, Inc.	REGISTERED
DETROIT LIONS	41	Professional football club activities—namely, football exhibitions for live, radio and television audiences.	943,810	The Detroit Lions, Inc.	REGISTERED
Design (LION DESIGN)	N/A	WARES: (1) Posters, calendars, trading cards, sports books,	531,122 (Canada)	The Detroit Lions, Inc	REGISTERED

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG NO.</u>	<u>OWNER</u>	<u>STATUS</u>
Design (LION ON HELMET DESIGN)	N/A	<p>sports magazines, notepads, stickers and bumper stickers.</p> <p>(2) Clothing, namely, fleece tops and bottoms namely, fleece shirts, pants and shorts; caps, t-shirts, sweatshirts, shorts, tank tops, sweaters, pants, jackets, turtle-necks, jumpsuits, jerseys, sweatsuits, swimwear, parkas, sleepwear, namely, robes and pajamas, gloves, scarves, aprons, boots and sneakers, and windwear, namely, jackets, pants and hats.</p> <p>(3) Games, toys and playthings namely, board games, card games, dart games, parlour games, interactive video cassette games, video and VCR games, footballs, plush footballs, beach balls, flying disks, pull back toys, train sets, dolls, stuffed toys, plush toys, return tops, pool cues, golf clubs, golf balls, bowling balls, dumb bells and weights</p> <p>SERVICES:</p> <p>(1) Education and entertainment services, namely, organization of sports activities namely, organizing and management of sports and sports events, entertainment services provided during intervals at sports events, arranging and organizing of competitions, physical education programs, production of radio and television programs, live shows and displays</p> <p>(2) Entertainment services in the form of televised professional football exhibitions and games.</p>	249,242 (Canada)	The Detroit Lions, Inc.	REGISTERED
		<p>WARES:</p> <p>(1) Men's, women's and children's clothing namely sweatshirts, T-shirts, sweaters, pants and pyjamas; folding seats; athletic equipment, namely footballs and shoes; display materials, namely pennants.</p> <p>(2) Men's, women's and children's clothing namely mittens.</p> <p>(3) Men's, women's and children's clothing namely</p>			

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG NO.</u>	<u>OWNER</u>	<u>STATUS</u>
DETROIT LIONS	N/A	caps. (4) Household furnishings namely wall hangings; stationery and school supplies namely pencil sharpeners; men's, women's and children's clothing namely jackets; display materials namely posters, buttons and key chains. (5) Men's, women's and children's clothing namely shirts, coats. SERVICES: (1) Entertainment services in the form of televised professional football exhibitions and games.	249,237 (Canada)	The Detroit Lions, Inc.	REGISTERED
LIONS and Design (LIONS DESIGN)	N/A	WARES: (1) Men's, women's and children's clothing namely t-shirts, sweatshirts, sweaters, pants, pyjamas, caps and mittens; folding seats; athletic equipment namely shoes; display materials namely pennants; stationery and school supplies namely pencils. (2) Men's, women's and children's clothing namely hats; display materials namely buttons; household furnishings namely wall hangings. SERVICES: (1) Entertainment services in the form of televised professional football exhibitions and games.	481,685 (Canada)	The Detroit Lions, Inc	REGISTERED

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG NO.</u>	<u>OWNER</u>	<u>STATUS</u>
Design only	9, 14, 16, 25, 28, 41	<p>school supplies namely pens, notebooks, binders, pencil sharpeners; men's, women's and children's clothing namely ski jackets, parkas, woven headwear, hats, nightshirts, nightgowns, hosiery, underwear, tank tops; display materials namely posters, bumper stickers, badges and buttons.</p> <p>(4) Household furnishings namely chairs, towels; leather goods namely belts; stationery and school supplies namely paper, envelopes; men's, women's and children's clothing namely robes, scarves, blanket sleepers, shoes; display materials namely key chains; enamelled jewellery and enamelled souvenir items namely team hats and team rings.</p> <p>(5) Stationery and school supplies namely desk sets; men's, women's and children's clothing namely vests.</p> <p>(6) Display materials namely shakers.</p> <p>SERVICES:</p> <p>(1) Entertainment services in the form of televised professional exhibitions and games</p> <p>(2) Radio or television broadcasts ordinarily received in Canada by potential users of such services</p> <p>Football helmets, cell phone covers, magnetic coded charge cards, decorative magnets, computer game software and computer mouse pads (International Class 9).</p> <p>Jewelry, watches, clocks, earrings, necklaces, bracelets, charms, collectible coins, collectible and commemorative coins of precious metal, pendants and key chains made of precious metal (International Class 14).</p> <p>Posters, calendars, trading cards, series of books relating to football, magazines relating to football, newsletters relating to football, note pads, stickers, bumper stickers, printed tickets to sporting games and events, pens and pencils, rub on decorative transfers,</p>	3,434,144	The Detroit Lions, Inc.	REGISTERED

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG NO.</u>	<u>OWNER</u>	<u>STATUS</u>
DETROIT LIONS	9, 14, 28	<p>note paper, pictorial prints, checkbook covers, art pictures, wrapping paper, paper gift bags, paper napkins, paper party decorations, collectible cards, plastic memorabilia holders, souvenir programs for sports events, precious metal money clips (International Class 16).</p> <p>Men's, women's and children's clothing, namely, fleece tops and bottoms, caps, headwear, t-shirts, sweatshirts, tank tops, pants, jackets, turtle necks, golf shirts, knit shirts, jerseys, wristbands, cloth bibs, socks, knit hats, aprons, headbands and underwear (International Class 25).</p> <p>Toys and sporting goods, namely, plush toys, stuffed animals, play figures, golf balls, golf bags, golf club covers, footballs, toy banks, board games relating to football, Christmas tree ornaments, toy trucks, playing cards and miniature toy helmets (International Class 28).</p> <p>Education and entertainment services in the nature of organizing and presenting professional football games and exhibitions; providing sports and entertainment information via a global computer network or a commercial on-line service; organization of sports events in the field of football; fan club services; educational services, namely, physical education programs and seminars in the field of football; football games, exhibitions, and competitions performed before live audiences and broadcast via television, cable television, satellite television and radio broadcast (International Class 41).</p> <p>Football helmets, cell phone covers, magnetic coded charge cards, decorative magnets, computer game software, and computer mouse pads (International Class 9).</p> <p>Jewelry, watches, clocks, earrings, necklaces,</p>	3,434,142	The Detroit Lions, Inc.	REGISTERED

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG NO.</u>	<u>OWNER</u>	<u>STATUS</u>
		bracelets, charms, collectible coins, collectible and commemorative coins of precious metal, pendants, and key chains made of precious metal (International Class 14). Toys and sporting goods, namely, plush toys, stuffed animals, play figures, golf balls, golf bags, golf club covers, footballs, toy banks, board games relating to football, Christmas tree ornaments, toy trucks, and miniature toy helmets (International Class 28).			
LIONS	25	Men's, women's and children's clothing, namely, fleece tops and bottoms, caps, headwear, t-shirts, sweatshirts, shorts, tank tops, sweaters, pants, jackets, turtlenecks, jumpsuits, golf shirts, knit shirts, jerseys, wristbands, warm up suits, cloth bibs, socks, knit hats, scarves, aprons, headbands and underwear (International Class 25).	3,343,332	The Detroit Lions, Inc.	REGISTERED
	25, 41	Clothing, namely, fleece tops and bottoms, jeans, caps, knit hats, headwear, t-shirts, long sleeve t-shirts, shorts, sweatshirts, tank tops, pants, jackets, jumpsuits, golf shirts, knit shirts, warm up suits, wind resistant jackets, rain jackets, parkas, gloves, ties, cloth bibs, sleepwear, namely, robes and pajamas, scarves, aprons, headbands, socks, underwear, One piece garments for infants and toddlers, sneakers and slippers (International Class 25). Education and entertainment services in the nature of organizing and presenting football games and exhibitions; providing sport and entertainment information via a global computer network or commercial on-line service (in International Class 41).	77-820569	Detroit Lions, Inc. (a Michigan corporation)	Pending

THE DETROIT LIONS, INC. / DLI PROPERTIES L.L.C.

ADDITIONAL IP INFORMATION

MICHIGAN TRADEMARK REGISTRATION

Detroit Lions, Registration No M53008

Lions, Registration No. M11019

Miscellaneous Design, Registration No. M04012

Miscellaneous Design, Registration No. M09019

Restore the Roar, Registration No. M80071

Restore the Roar, Registration No. M31069

Silver Stretch, Registration No. M81071

Miscellaneous Design, Registration No. M09862

LIONS, Registration No. M09863

DOMAIN NAMES

Detroit Lions: DetroitLions.com; FordField.com

DLI: None

ASSUMED NAMES

The Detroit Lions, Inc.: None

DLI Properties, L.L.C.: Ford Field and Detroit Lions Properties

COPYRIGHTS AND PATENTS: None