

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
PDB Sports, Ltd.		07/18/2012	LIMITED PARTNERSHIP: COLORADO

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	100 North Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85584532	WHATEVERITTAKES
Registration Number:	4096862	ORANGE RIDE
Registration Number:	4046739	ORANGE RIDE
Serial Number:	85509279	ORANGE RIDE
Serial Number:	85508035	MILE HIGH MAGIC
Registration Number:	4137065	CRUSH BRONCOS FAN CLUB FOR WOMEN
Registration Number:	4123164	CRUSH BRONCOS FAN CLUB FOR WOMEN
Serial Number:	85143062	CRUSH BRONCOS FAN CLUB FOR WOMEN
Serial Number:	85142988	CRUSH BRONCOS FAN CLUB FOR WOMEN
Serial Number:	85601771	100 SEATS A SUNDAY
Serial Number:	85138671	ORANGE WEEK
Serial Number:	85102410	ORANGE SUNDAY
Registration Number:	4057723	ORANGE SUNDAY

OP \$340.00 85584532

CORRESPONDENCE DATA

Fax Number: 7044448857

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Paralegal

Address Line 1: 201 N. Tryon Street, Suite 3000

Address Line 2: McGuireWoods LLP

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Terry L. Witcher
Signature:	/Terry L. Witcher/
Date:	08/14/2012

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:

Please be advised that pursuant to an Amended and Restated Security Agreement, dated as of July 18, 2012 (as such Security Agreement may be amended, modified, supplemented or restated, the "*Security Agreement*"), by and between **PDB SPORTS, LTD.**, a Colorado limited partnership with offices located at 13655 Broncos Parkway, Englewood, Colorado 80112 (the "*Borrower*") and Bank of America, N.A., a national banking association with offices located at 1455 Market Street, Mail Code: CA5-701-05-19, San Francisco, California 94103, 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*") to secure the prompt payment or performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations (as defined therein), 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 15 U.S.C. § 1051 Section 1(b), unless and until such Trademark or Trade Name is used in interstate commerce and unless and until an acceptable amendment to allege use or statement of use pursuant to 15 U.S.C. § 1051 Sections 1(c) or (d), as applicable, is filed with the United States Patent and Trademark Office, 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 and filing would adversely affect the enforceability or validity of such application.

Very truly yours,

PDB SPORTS, LTD.,
a Colorado limited partnership
d/b/a Denver Broncos Football Club

By: Bowlen Sports, Inc., an Arizona
corporation, General Partner

By: 
Name: Richard P. Slivka
Title: General Counsel / Executive Vice
President

Acknowledged and Accepted:

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

By: _____
Name: Kevin L. Ahart
Title: Vice President

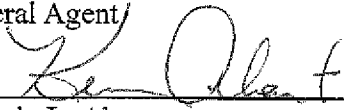
Very truly yours,

PDB SPORTS, LTD.

By: _____
Name:
Title:

Acknowledged and Accepted:

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

By:  _____
Name: Kevin L. Ahart
Title: Vice President

STATE OF COLORADO)
) SS
COUNTY OF Arapahoe)

On July 16, 2012 before me, Richard P. Sluka, Notary Public, personally appeared, 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.

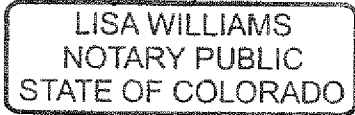
I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature *Lisa Williams*

(Notary Seal)



My Commission Expires 08/20/2014

Schedule A

**United States Trademark
Registrations and Applications for
PDB SPORTS, LTD.**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Registration No. (App. No.)	Registration Date (App. Date)	Record Owner
U.S.	WHATEVERITTAKES	(85584532)	(3/30/2012)	PDB Sports, Ltd.
U.S.	ORANGE RIDE	4096862	2/7/2012	PDB Sports, Ltd.
U.S.	ORANGE RIDE	4046739	10/25/2011	PDB Sports, Ltd.
U.S.	ORANGE RIDE	(85509279)	(1/5/2012)	PDB Sports, Ltd.
U.S.	MILE HIGH MAGIC	(85508035)	(1/3/2012)	PDB Sports, Ltd.
U.S.	CRUSH BRONCOS FAN CLUB FOR WOMEN and Design	4137065	5/1/2012	PDB Sports, Ltd.
U.S.	CRUSH BRONCOS FAN CLUB FOR WOMEN	4123164	4/3/2012	PDB Sports, Ltd.
U.S.	CRUSH BRONCOS FAN CLUB FOR WOMEN and Design	(85143062)	(10/1/2010)	PDB Sports, Ltd.
U.S.	CRUSH BRONCOS FAN CLUB FOR WOMEN	(85142988)	(10/1/2010)	PDB Sports, Ltd.
U.S.	100 SEATS A SUNDAY	(85601771)	4/18/2012	PDB Sports, Ltd.
U.S.	ORANGE WEEK	85138671	9/27/2010	PDB Sports, Ltd.
U.S.	ORANGE SUNDAY	85102410	8/6/2010	PDB Sports, Ltd.
U.S.	ORANGE SUNDAY	4057723	11/15/2011	PDB Sports, Ltd.