

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
New Orleans Louisiana Saints, L.L.C.		07/18/2012	LIMITED LIABILITY COMPANY: TEXAS
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: 4			
Property Type	Number	Word Mark	
Serial Number:	78721201	SAINTS	
Serial Number:	78721188	SAINTS	
Serial Number:	78721169		
Serial Number:	78721146		
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 North Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		

TRADEMARK

Signature:	/Terry L. Witcher/
Date:	08/14/2012
Total Attachments: 6 source=Saints Notice of Security Interest#page1.tif source=Saints Notice of Security Interest#page2.tif source=Saints Notice of Security Interest#page3.tif source=Saints Notice of Security Interest#page4.tif source=Saints Notice of Security Interest#page5.tif source=Saints Notice of Security Interest#page6.tif	

**NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS**

United States Patent and Trademark Office
United States Copyright Office

Ladies and Gentlemen:

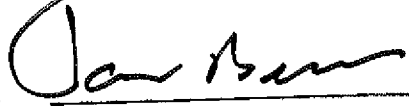
Please be advised that pursuant to a Security Agreement, dated as of July 18, 2012 (as such Security Agreement may be amended, modified, supplemented or restated, the "*Security Agreement*"), by and between **NEW ORLEANS LOUISIANA SAINTS, L.L.C.**, a Texas limited liability company with offices located at 5800 Airline Drive, Metairie, Louisiana 70003 (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

Very truly yours,

NEW ORLEANS, LOUISIANA SAINTS,
L.L.C.

By: 
Name: Tom Benson
Title: Manager

Acknowledged and Accepted:

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

By: _____
Name:
Title:


Very truly yours,

**NEW ORLEANS LOUISIANA SAINTS,
L.L.C.**

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

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

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

STATE OF TEXAS

COUNTY OF

Bexar

) SS

On July 16 2012 before me, Lynda A. Johnson, Notary Public, personally appeared Tom Benson, 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 Texas that the foregoing paragraph is true and correct.

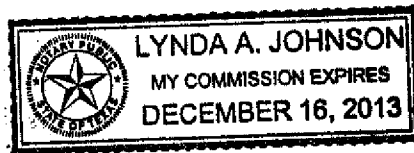
Witness my hand and official seal.

(Seal)

Signature

Lynda A. Johnson

(Notary Seal)



Very truly yours,

**NEW ORLEANS LOUISIANA SAINTS,
L.L.C.**

By: _____
Name:
Title:

Acknowledged and Accepted:

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

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

Schedule A

United States Trademark Registrations and Applications for [PARTICIPATING CLUB NAME]

I. United States Trademark Registrations And Applications

New Orleans Louisiana Saints, L.L.C.	SAINTS	9/27/05	Active	78,721,201
New Orleans Louisiana Saints, L.L.C.	SAINTS	9/27/05	Active	78,721,188
New Orleans Louisiana Saints, L.L.C.	Design Only	9/27/05	Active	78,721,169
New Orleans Louisiana Saints, L.L.C.	Design Only	9/27/05	Active	78,721,146

II UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.