

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
Cleveland Browns Football Club LLC		10/25/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	1455 Market Street
Internal Address:	CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	73321880	BROWNS
Serial Number:	76386656	BROWNS BACKERS
Serial Number:	76516105	BROWNS MATCHUP
Serial Number:	75677743	BROWNSTOWN
Serial Number:	85011897	BROWNSTOWN
Serial Number:	85145900	BROWNSTOWN
Serial Number:	74300704	CLEVELAND BROWNS
Serial Number:	75768931	CLEVELAND LEGENDS CLUB
Serial Number:	75668612	DAWG POUND
Serial Number:	75983704	DAWG POUND
Serial Number:	76387757	
Serial Number:	76387756	
Serial Number:	77271732	

OP \$490.00 73321880

Serial Number:	73372264	
Serial Number:	74493057	
Serial Number:	73336728	7
Serial Number:	73336727	7
Serial Number:	77574528	THE NAME ON THE DOOR IS CLEVELAND
Serial Number:	75786051	PUPPY POUND

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: 7043432104
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, Paralegal
Signature:	/s/ Terry L. Witcher, Paralegal
Date:	10/30/2012

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 a Security Agreement, dated as of October 25, 2012 (as such Security Agreement may be amended, modified, supplemented or restated, the "Security Agreement"), by and between **CLEVELAND BROWNS FOOTBALL CLUB LLC**, a Delaware limited liability company with offices located at 76 Lou Groza Boulevard, Berea, Ohio 44017 (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 in the Security Agreement), 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,

Cleveland Browns Football Company LLC

By: 

Name: David A. Jenkins

Title: Senior Vice President,
Finance & Administration

Acknowledged and Accepted:

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

By: _____

Name:

Title:

[Notice of Grant of Security Interest in
Trademarks and Copyrights]

TRADEMARK
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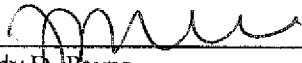
Very truly yours,

**CLEVELAND BROWNS FOOTBALL
CLUB LLC**

By: _____
Name: David A. Jenkins
Title: Senior Vice President,
Finance & Administration

Acknowledged and Accepted:

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

By:  _____
Name: Judy D. Payne
Title: Vice President

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Notice of Grant of Security Interest in Trademarks
Signature Page

TRADEMARK
REEL: 004890 FRAME: 0898

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

On October 23, 2012 before me, PAMELA A. SMITH, Notary Public, personally appeared DAVID JENKINS, 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 OHIO that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature Pamela A. Smith



PAMELA A. SMITH
NOTARY PUBLIC
STATE OF OHIO
My Commission
Expires
September 29, 2015

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

SS

On October 3, 2012 before me, Debra R. Hill, Notary Public, personally appeared Judy D. Payne, 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 she executed the same in her authorized capacity, and that by her 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 North Carolina that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature

Debra Hill

(Notary Seal)

DEBRA HILL
Notary Public
Mecklenburg Co., North Carolina
My Commission Expires Nov. 12, 2016

Schedule A

**United States Trademark
Registrations and Applications for
CLEVELAND BROWNS FOOTBALL CLUB LLC**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Serial No.</u>	<u>Registration No.</u>
Cleveland Browns Football Company LLC	BROWNS	2 /1 /1983	73321880	1,226,244
Cleveland Browns Football Company LLC	BROWNS BACKERS	6 /10/2003	76386656	2,723,649
Cleveland Browns Football Company LLC	BROWNS MATCHUP	2 /1 /2005	76516105	2,923,920
Cleveland Browns Football Company LLC	BROWNSTOWN	10/28/2003	75677743	2,778,101
Cleveland Browns Football Company LLC	BROWNSTOWN	11/30/2010	85011897	3,882,869
Cleveland Browns Football Company LLC	BROWNSTOWN	6 /7 /2011	85145900	3,973,732
Cleveland Browns Football Company LLC	CLEVELAND BROWNS	11/22/1994	74300704	1,863,677
Cleveland Browns Football Company LLC	CLEVELAND LEGENDS CLUB	9 /14/2004	75768931	2,884,522
Cleveland Browns Football Company LLC	DAWG POUND	10/4 /2011	75668612	4,035,169
Cleveland Browns Football Company LLC	DAWG POUND	3 /22/2011	75983704	3,934,622
Cleveland Browns Football Company LLC	Design (Brownie)	6 /27/2006	76387757	3,109,631
Cleveland Browns Football Company LLC	Design (Brownie)	6 /27/2006	76387756	3,109,630
Cleveland Browns Football Company LLC	Design (Bulldog Head)	10/14/2008	77271732	3,514,982
Cleveland Browns Football Company LLC	Design (Helmet-Browns)	12/27/1983	73372264	1,262,689
Cleveland Browns Football Company LLC	Design (Helmet-Browns)	11/5 /1996	74493057	2,012,986
Cleveland Browns Football Company LLC	Design (Uniform-Away)	11/23/1982	73336728	1,217,893
Cleveland Browns Football Company LLC	Design (Uniform-Home)	1 /18/1983	73336727	1,224,596
Cleveland Browns Football Company LLC	THE NAME ON THE DOOR IS CLEVELAND	5 /18/2010	77574528	3,790,915
Cleveland Browns Football Company LLC	PUPPY POUND		75786051	

II UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.

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