

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
The Detroit Lions, Inc.		12/03/2012	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	73336690	7
Serial Number:	73336689	7
Serial Number:	72394898	DETROIT LIONS
Serial Number:	72435656	
Serial Number:	77820569	
Serial Number:	77128453	
Serial Number:	77128239	DETROIT LIONS
Serial Number:	77128156	LIONS
Serial Number:	76171661	DETROIT LIONS
Serial Number:	74528080	LIONS
Serial Number:	74300685	
Serial Number:	85590928	RESTORE THE ROAR

CORRESPONDENCE DATA

900240167

TRADEMARK
 REEL: 004911 FRAME: 0739

OP \$315.00 73336690

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: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	4452178-3543
NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
Signature:	/s/ Terry L. Witcher
Date:	12/03/2012

Total Attachments: 7

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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:

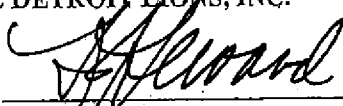
Please be advised that pursuant to a Security Agreement, dated as of December 3, 2012 (as such Security Agreement may be amended, modified, supplemented or restated, the "Security Agreement"), by and between **THE DETROIT LIONS, INC.**, a Michigan corporation with offices located at 222 Republic Drive, Allen Park, Michigan 48101 (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,

THE DETROIT LIONS, INC.

By: 
Name: Thomas J. Lewand
Title: President

Acknowledged and Accepted:

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

By: _____
Name: _____
Title: _____

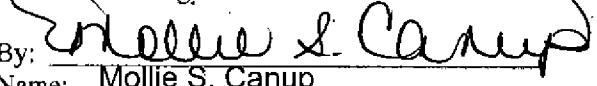
Very truly yours,

THE DETROIT LIONS, INC.

By: _____
Name: Thomas J. Lewand
Title: President

Acknowledged and Accepted:

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

By: 
Name: Mollie S. Canup
Title: Vice President

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)


SS

On November 30, 2012 before me, Stephen I. Greenhalgh, Notary Public, personally appeared Thomas J. Lewand, 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 Michigan that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature 

(Notary Seal)
STEPHEN I. GREENHALGH
Notary Public, Oakland County, Michigan
Acting in Wayne County
My Commission Expires: 09/22/2014

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

SS

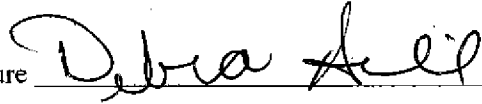
On November 26, 2012 before me, Debra Hill, Notary Public, personally appeared Mollie S. Canup, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that 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








(Notary Seal)







Schedule A

United States Trademark
Registrations and Applications for
THE DETROIT LIONS, INC.

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Trademarks	Registration No.	Serial No.
The Detroit Lions, Inc.		1228987	<u>73336690</u>
The Detroit Lions, Inc.		1224582	<u>73336689</u>
The Detroit Lions, Inc.	DETROIT LIONS	943810	<u>72394898</u>
The Detroit Lions, Inc.		972622	<u>72435656</u>
The Detroit Lions, Inc.		3809700	<u>77820569</u>
The Detroit Lions, Inc.		77128453	<u>77128453</u>
The Detroit Lions, Inc.	DETROIT LIONS	3434142	<u>77128239</u>

Owner	Trademarks	Registration No.	Serial No.
The Detroit Lions, Inc.	LIONS	3343332	<u>77128156</u>
The Detroit Lions, Inc.	DETROIT LIONS	2692088	<u>76171661</u>
The Detroit Lions, Inc.	LIONS	1899292	<u>74528080</u>
The Detroit Lions, Inc.		1850662	<u>74300685</u>
The Detroit Lions, Inc.		1228987	<u>73336690</u>
The Detroit Lions, Inc.		1224582	<u>73336689</u>
The Detroit Lions, Inc.	DETROIT LIONS	943810	<u>72394898</u>
The Detroit Lions, Inc.		972622	<u>72435656</u>
The Detroit Lions, Inc.	RESTORE THE ROAR		<u>85590928</u>

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.