

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|------------------------------------|
| Atlanta Falcons Football Club, LLC | | 12/14/2012 | LIMITED LIABILITY COMPANY: GEORGIA |

RECEIVING PARTY DATA

| | |
|-------------------|--|
| Name: | SunTrust Bank, as Administrative Agent |
| Street Address: | 303 Peachtree St NE |
| Internal Address: | 32nd Floor |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30308 |
| Entity Type: | Bank: UNITED STATES |

PROPERTY NUMBERS Total: 20

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------|
| Registration Number: | 3262501 | FALCONS 365 |
| Registration Number: | 3183110 | FALCONS 365 |
| Registration Number: | 3163311 | THE GULCH |
| Registration Number: | 3980651 | ATL |
| Registration Number: | 3307309 | ATLANTA FALCONS |
| Registration Number: | 826565 | ATLANTA FALCONS |
| Registration Number: | 1207570 | F |
| Registration Number: | 3449559 | FALCONS |
| Registration Number: | 3071658 | FALCONS LANDING |
| Registration Number: | 3264773 | |
| Registration Number: | 2953278 | |
| Registration Number: | 1708819 | |
| Registration Number: | 1190252 | |

OP \$515.00 3262501

| | | |
|----------------------|---------|-----------------|
| Registration Number: | 1796103 | 7 |
| Registration Number: | 1801693 | 7 |
| Registration Number: | 1228990 | 7 |
| Registration Number: | 1228989 | 7 |
| Registration Number: | 1921887 | ATLANTA FALCONS |
| Registration Number: | 1164961 | FALCONS |
| Registration Number: | 1925375 | |

CORRESPONDENCE DATA

Fax Number:

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

Phone: 4048705651
 Email: sue.wisch@agg.com
 Correspondent Name: Sue Wisch
 Address Line 1: 171 17th St NW
 Address Line 2: Suite 2100
 Address Line 4: Atlanta, GEORGIA 30363

| | |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | F142677 |
| NAME OF SUBMITTER: | Sue Wisch |
| Signature: | /Sue Wisch/ |
| Date: | 12/17/2012 |

Total Attachments: 10

source=4377_001#page2.tif
 source=4377_001#page3.tif
 source=4377_001#page4.tif
 source=4377_001#page5.tif
 source=4377_001#page6.tif
 source=4377_001#page7.tif
 source=4377_001#page8.tif
 source=4377_001#page9.tif
 source=4377_001#page10.tif
 source=4377_001#page11.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is entered into as of December 14, 2012, by ATLANTA FALCONS FOOTBALL CLUB, LLC, a Georgia limited liability company (the "Debtor"), in favor of SUNTRUST BANK, in its capacity as the administrative agent (the "Administrative Agent"), for the several banks and other financial institutions and lenders (collectively, the "Lenders") from time to time party to the Revolving Credit Agreement, dated as of the date hereof, by and among Borrower, Administrative Agent and the Lenders (as amended, modified, extended, renewed, replaced and supplemented from time to time, the "Credit Agreement").

RECITALS

I. The Lenders have agreed to make loans to Borrower, as more specifically evidenced by the Credit Agreement. Capitalized terms not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

II. Pursuant to the terms of the Credit Agreement, Debtor is required to secure its obligations with the grant of the security interest herein contained.

NOW, THEREFORE, for good and valuable consideration paid by the Lenders, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby represents, warrants, covenants and agrees with Administrative Agent, for the benefit of the Lenders, as follows:

AGREEMENT

1. Grant of Security Interest. To secure the prompt, full and complete payment and performance when due of the Obligations of Debtor under the Credit Agreement, both now existing and hereafter arising, and Debtor's other existing and future representations, warranties and covenants under the Loan Documents, Debtor grants and pledges to Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in all of Debtor's right, title and interest in, to and under its present, existing and hereafter acquired Intellectual Property Collateral (including, without limitation, those copyrights, patents and trademarks listed on Exhibits A, B and C attached hereto), together with all proceeds and products thereof (such as, by way of example, but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof. As used herein, "Intellectual Property Collateral" means all of Debtor's right, title and interest in and to its intellectual property, including without limitation, the following: (i) copyrights, trademarks and patents; (ii) any and all trade secrets, and any and all intellectual property rights in software and software products now or hereafter existing, created, acquired or held; (iii) any and all design rights which may be available to Debtor now or hereafter existing, created, acquired or held; (iv) any and all mask works or similar rights now or hereafter existing, created, acquired or held; (v) any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or

infringement of the intellectual property rights identified above; (vi) all licenses or other rights to use any of the copyrights, patents or trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights; (vii) all amendments, renewals, re-issues, divisions, continuations and extensions of any of the copyrights, trademarks or patents; and (viii) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Rights and Remedies; Exercise. This security interest is granted in conjunction with, and as a supplement to, the security interest granted to Administrative Agent, for the benefit of the Administrative Agent and the Lenders, under the Security Agreement dated as of the date hereof by the Debtor in favor of Administrative Agent (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and other Loan Documents. The rights and remedies of Administrative Agent and the Lenders with respect to the security interest granted hereby are in addition to those rights and remedies of Administrative Agent and the Lenders set forth in the Credit Agreement, the Security Agreement, the other Loan Documents and those which are now available and may hereafter become available to Administrative Agent and the Lenders as a matter of law and equity, including, without limitation, those set forth in the Uniform Commercial Code of the State of Georgia (the "Code") as being available to a "secured party" and "creditor". Administrative Agent and the Lenders may exercise the aforementioned rights and remedies as and when provided herein, in the Credit Agreement and in the other Loan Documents. Each right, power and remedy of Administrative Agent and the Lenders provided for herein, in the Credit Agreement, in any of the other Loan Documents, together with those rights and remedies now and hereafter existing at law and in equity, shall be cumulative and concurrent and the exercise by Administrative Agent and/or the Lenders, of any one or more of the aforementioned rights and remedies shall not preclude the simultaneous and later exercise by any person, including Administrative Agent or any Lender, of any or all other rights, powers and remedies.

3. Term. The Security Agreement and the terms and provisions thereof are incorporated herein in their entirety by this reference. The term of this Agreement and the security interests granted herein shall be coterminous with the term of the security interests granted in the Security Agreement and the other Loan Documents, and notwithstanding any limitation of, moratorium on and termination of the Lenders' obligation to make credit extensions under the Credit Agreement, Debtor's obligations under this Agreement shall remain in full force and effect for so long as any Obligations are outstanding. Each of the following specified events shall constitute an Event of Default under this Agreement:

- a. The existence or occurrence of any "Event of Default" as provided under the terms of the Credit Agreement;
- b. Any representation or warranty made by or on behalf of Debtor under or pursuant to this Agreement shall have been false or misleading in any material respect when made; or
- c. Debtor shall fail to observe or perform any covenant or agreement set forth in this Agreement other than those referenced in paragraphs (a) and (b) above,

and if such failure is capable of being remedied, such failure shall remain unremedied for thirty (30) days.

4. Registered Intellectual Property. Debtor represents and warrants that Exhibits A, B, and C attached hereto contain true and correct descriptions of the Intellectual Property Collateral listed thereon.

5. New IP. The rights, duties and obligations outlined in the provisions of this Agreement shall automatically apply to all intellectual property and intellectual property rights, including those set forth in any licenses related to any of the foregoing, which Debtor obtains subsequent to the date of this Agreement ("New IP"). Debtor shall give to Administrative Agent written notice of all New IP that is registered (or for which an application for registration has been made) in accordance with the requirements of the Security Agreement. Debtor hereby authorizes Administrative Agent to (i) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any New IP and (ii) file a duplicate original of this Agreement containing the amended exhibits reflecting the New IP in the manner described in Section 8 of this Agreement.

6. Administrative Agent's Use of Intellectual Property; No Liability. Debtor agrees that the Administrative Agent's use of the Intellectual Property Collateral as authorized hereunder and in any other Loan Documents in connection with Administrative Agent's and the Lenders' exercise of their rights and remedies shall be coextensive with Debtor's rights thereunder and no Lender will have any liability for royalties and other related charges upon exercise of such rights and remedies.

7. Power of Attorney; Appointment. Debtor irrevocably designates, constitutes and appoints Administrative Agent, for the benefit of Administrative Agent and the Lenders (and all persons designated by Administrative Agent in its sole and absolute discretion) as Debtor's true and lawful attorney-in-fact, and authorizes Administrative Agent and any of Administrative Agent's designees, in Debtor's or Administrative Agent's name, to take any action and execute any instrument which Administrative Agent may deem necessary or advisable to accomplish the purpose of this Agreement.

8. Filing; Patent Office and Copyright Office. Debtor hereby consents to the filing of a duplicate original of this Agreement with the United States Patent and Trademark Office and United States Copyright Office, and the filing of financing statements in any other jurisdictions and locations deemed advisable or necessary in Administrative Agent's sole discretion to protect and perfect and put the public on notice of Administrative Agent's security interest and rights in the Intellectual Property Collateral. Debtor further consents to and ratifies the filing of such duplicate originals and financing statements prior to the date of this Agreement. Debtor shall from time to time execute and deliver to Administrative Agent, at the request of Administrative Agent, such other documents, instruments and records that Administrative Agent may reasonably request in form and substance reasonably satisfactory to Administrative Agent and its counsel, to perfect and continue Administrative Agent's security interest in the Intellectual Property Collateral.

9. Governing Law, etc. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, excluding therefrom any principle of such laws which might result in the application of the laws of another jurisdiction. In addition, (i) no amendment of and waiver of a right under this Agreement will be binding unless it is in writing and signed by the party to be charged, (ii) to the extent a provision of this Agreement is unenforceable, this Agreement will be construed as if the unenforceable provision were omitted, (iii) a successor to and assignee of Administrative Agent's and the Lenders' rights and obligations under the Security Agreement will succeed to Administrative Agent's and the Lenders' rights under this Agreement and (iv) all notices, requests and other communications to Debtor or the Administrative Agent hereunder shall be delivered in the manner required by the Credit Agreement and shall be sufficiently given to the Administrative Agent or Debtor if addressed or delivered to them at the addresses and telecopier numbers specified in the Credit Agreement. All such notices and communications shall be deemed to have been duly given at the times set forth in the Credit Agreement.


10. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute the same instrument.

11. NFL Requirements. It is acknowledged, understood and agreed that, so long as the letter agreement dated as of December 14, 2012, by and among the NFL, SunTrust Bank as Administrative Agent and Lender, Atlanta Falcons Football Club, LLC, AMB Group, LLC and Arthur M. Blank] (as amended, restated or modified from time to time, the "NFL Letter Agreement"; all capitalized terms used in this Section and not defined in this Section are defined in the NFL Letter Agreement) is in effect and notwithstanding anything in this document or any other Operative Document to the contrary, (a) the exercise by the Agent and/or any Lender of remedies under any Operative Document will be made in accordance with the terms and provisions of the NFL Letter 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 Letter Agreement and the terms of any Operative Document (including without limitation this document/agreement); the terms of the NFL Letter Agreement will control.

(Signature on following page)

IN WITNESS WHEREOF, Debtor has caused this Intellectual Property Security Agreement to be executed with authority duly obtained, as of the date first written above.

ATLANTA FALCONS FOOTBALL CLUB, LLC,
a Georgia limited liability company

By: 

Greg Besdles
Senior Vice President and Chief Financial
Officer

Copyrights

Description

Registration Number

Registration Date

NONE

EXHIBIT B

Patents

Description

Registration/
Application Number


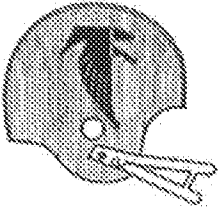
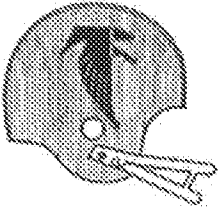


Registration/
Application Date

NONE

EXHIBIT C

Trademarks

| Mark/Name | Status/Key Dates | Ser./Reg./App. No. |
|---|----------------------------------|------------------------------|
| FALCONS 365 | Registered July 10, 2007 | SN:78-632958 RN:3,262,501 |
| FALCONS 365 | | |
| FALCONS 365 and Design | Registered: December 12, 2006 | SN:78-696348 RN:3,183,110 |
|  | | |
| THE GULCH | Registered October 24, 2008 | SN:78-161003 RN:3,163,311 |
| ATL and Design | Registered June 21, 2011 | SN:85-093835 RN:3,980,651 |
|  | | |
| ATLANTA FALCONS | Registered October 9, 2007 | SN:78-949642 RN:3,307,309 |
| ATLANTA FALCONS | | |
| ATLANTA FALCONS | Renewed March 28, 2007 | SN:72-241134 RN:826,565 |
| | Registered: March 28, 1967 | |
| F and Design | Renewed September 7, 2012 | SN:73-279138 RN:1,207,570 |
|  | Registered: September 7, 1982 | |
| FALCONS | Registered June 17, 2008 | SN:78-949671 RN:3,449,559 |
| FALCONS | | |
| FALCONS LANDING | Registered: March 21, 2006 | SN:78-145753 RN:3,071,658 |

| Mark/Name | Status/Key Dates | Ser./Reg./App. No. |
|---|-----------------------------------|------------------------------|
|  | Registered July 17, 2007 | SN:78-949614 RN:3,264,773 |
|  | Registered: May 17, 2005 | SN:78-216956 RN:2,953,278 |
|  | Renewed August 18, 2012 | SN:74-203150 RN:1,708,819 |
|  | Registered: August 18, 1992 | |
|  | Renewed February 16, 2012 | SN:73-279137 RN:1,190,252 |
|  | Registered: February 16, 1982 | |
| 7 and Design  | Renewed September 28, 2003 | SN:74-050880 RN:1,796,103 |
|  | Registered: September 28, 1993 | |
| 7 and Design  | Renewed October 26, 2003 | SN:74-050879 RN:1,801,693 |
|  | Registered: October 26, 1993 | |

Mark/Name
7 and Design



Status/Key Dates
Renewed
March 1, 2003

Registered:
March 1, 1983

Ser./Reg./App. No.
SN:73-336704
RN:1,228,990

7 and Design



Renewed
March 1, 2003

Registered:
March 1, 1983

SN:73-336703
RN:1,228,989

ATLANTA FALCONS

Renewed
September 26, 2005

Registered:
September 26, 1995

SN:74-275102
RN:1,921,887

FALCONS

Renewed
August 11, 2011

Registered:
August 11, 1981

SN:73-189711
RN:1,164,961

Renewed
October 10, 2005

Registered:
October 10, 1995

SN:74-275111
RN:1,925,375

