



10/20/2014



DEPARTMENT OF COMMERCE
ites Patent and Trademark Office

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

REC'D
TRADEMARKS ONLY
103669398

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Buffalo Bills, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 9, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Agent

Street Address: 270 Park Avenue

City: New York

State: New York

Country: USA Zip: 10017

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other national association Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

see attached

B. Trademark Registration No.(s)

see attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see attached

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Joel Schechter

Internal Address: Cummings and Lockwood LLC

Street Address: 3001 Tamiami Trail North, Suite 400

City: Naples

State: Florida Zip: 34103

Phone Number: 239-649-3128

Docket Number: _____

Email Address: jschechter@cl-law.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number

10/21/2014 KNGUYENI 00000014 1041484

Authorized User Name

01 FC:8521

02 FC:8522

10/16/14

Date

40.00 DP

325.00 OP

9. Signature:

Signature

Joel Schechter

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Item 4. (continued)

Description	Trademark Registration No.
Design (Helmet - Bills)	1,041,484
BILLS	1,079,082
BILLS	3,265,219
Design (Stadium - Bills)	1,355,846
Design (Uniform - Home - Bills)	1,224,587
Design (Flying Buffalo)	3,272,476
Design (Helmet - Bills)	1,888,392
BUFFALO BILLS	953,350
BUFFALO BILLS	1,842,999
BUFFALO BILLS	3,512,611
BUFFALO JILLS	1,188,159
Design (Jersey - Away - New - Bills)	2,796,861
Design (Flying Buffalo)	2,571,410

Description	Trademark Application No.
Design (Jersey - Home - Bills)	86/413,070

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 9, 2014, is made by the entity listed on the signature pages hereof ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. ("JPM"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the banks (the "Banks") which are signatories of the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 9, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Buffalo Bills, LLC, a Delaware limited liability company (the "Borrower"), each of the Banks and the Agent, the Banks have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of October 9, 2014 in favor of the Agent (the "Security Agreement"), to grant the security interest contemplated by the Security Agreement as collateral security for payment and performance of obligations under the Credit Agreement and the Subsidiary Guaranty (as defined in the Security Agreement), as applicable; and

WHEREAS, Grantor is a party to the Security Agreement pursuant to which Grantor is required to execute and deliver this Notice of Grant of Security Interest in Trademarks;

NOW, THEREFORE, in consideration of the premises and to induce the Banks and the Agent to enter into the Credit Agreement and to induce the Banks to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, and any extensions, renewals, modifications or refinancings of the Secured Obligations, Grantor hereby pledges and assigns to the Agent, for the ratable benefit of the Banks, and hereby grants to the Agent, for the ratable benefit of the Banks, a continuing security interest in and to the following properties, assets and rights of Grantor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (the "Trademark Collateral") provided, however, that the Collateral shall not include any Excluded Collateral, regardless of whether the same is described herein:

(a) the trademarks of Grantor and all of Grantor's now owned or hereafter acquired United States or other trademarks, service marks, trade names, logos, registrations and applications for trademarks and service marks, filed and unfiled, including without limitation those listed on Schedule 1 hereto, together with the goodwill of the business connected with the

FAC ID: 200962651 (Term Loan); 200962637 (Revolver)
UCN: 021185848-000

TRADEMARK
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use of, and symbolized by, all such trademarks, service marks, trade names, logos, registrations and applications, including without limitation those listed on said Schedule 1, provided, however, "Trademark Collateral" shall specifically exclude any intent-to-use United States trademark applications for which an amendment to alleged use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office.

Section 3. Security Agreement. The security interest granted pursuant to this Notice of Grant of Security Interest in Trademarks is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. NFL Requirements. It is acknowledged, understood and agreed that, so long as the letter agreement, dated as of October 9, 2014, by and among the NFL, JPMorgan Chase Bank, N.A., as Agent, Buffalo Bills, LLC and the Controlling Owner (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), the terms of the NFL Letter Agreement will control.

Section 5. Counterparts. This Notice of Grant of Security Interest in Trademarks may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of any executed signature page to this Notice of Grant of Security Interest in Trademarks by facsimile transmission or by electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Notice of Grant of Security Interest in Trademarks and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Notice of Grant of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BUFFALO BILLS, LLC, as Grantor

By: Terrence M. Pegula

Name: Terrence M. Pegula

Title: Chief Executive Officer/President

[Continued on Next Page]

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]

ACCEPTED AND AGREED
as of the date first above written:

JPMORGAN CHASE BANK, N.A., as Agent

By: _____



Name: Scott T. Milleisen




Its: Managing Director

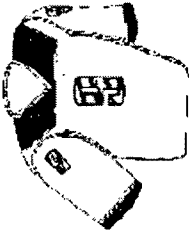

[SIGNATURE PAGE TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS]


TRADEMARK
REEL: 005387 FRAME: 0789

SCHEDULE 1
TO
NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

Trademark	Application No.	Registration No.	Status	Type	Date Registered
	73/055,794	1,041,484	REGISTERED	HELMET	6 /15/1976
Design (Helmet-Bills)					
BILLS	73/102,232	1,079,082	REGISTERED	WORD	12/6 /1977
BILLS	78/974,811	3,265,219	REGISTERED	WORD	7 /17/2007
	73/459,709	1,355,846	REGISTERED	STADIUM	8 /20/1985
Design (Stadium-Bills)					

Trademark	Application No.	Registration No.	Status	Type	Date Registered
 Design (Uniform-Home-Bills)	73/336,711	1,224,587	REGISTERED	UNIFORM	1 /18/1983
 Design (Flying Buffalo)	78/974,784	3,272,476	REGISTERED	DESIGN	7 /31/2007
 Design (Helmet-Bills)	74/276,865	1,888,392	REGISTERED	HELMET	4 /11/1995
BUFFALO BILLS	72/412,756	953,350	REGISTERED	WORD	2 /13/1973

Trademark	Application No.	Registration No.	Status	Type	Date Registered
BUFFALO BILLS	74/276,864	1,842,999	REGISTERED	WORD	7 / 5 / 1994
BUFFALO BILLS	78/974,730	3,512,611	REGISTERED	WORD	10/7 / 2008
BUFFALO JILLS	73/276,878	1,188,159	REGISTERED	CHEERLEADER	1 / 26 / 1982
 Design (Jersey-Away-New-Bills)	76/418,409	2,796,861	REGISTERED	JERSEY	12/23/2003
 Design (Jersey-Home-Bills)	86/413,070		REGISTRATION PENDING	JERSEY	PENDING

Trademark	Application No.	Registration No.	Status	Type	Date Registered
 Design (Flying Buffalo)	76/311,534	2,571,410	REGISTERED	DESIGN	5 /21/2002