

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New England Patriots LLC		08/22/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	555 California Street, CA5-705-04-09		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	87413572	UNEQUIVOCALLY THE SWEETEST	
Serial Number:	87073112	NO DAYS OFF	
Serial Number:	87413066	SAFETY SQUADRON	
Serial Number:	87168075	DO YOUR JOB	
Serial Number:	87310673	ONEMORE	
Serial Number:	87327577	BLITZ FOR SIX	
Serial Number:	87327572	BLITZ FOR SIX	
Serial Number:	87326969	NO DAYS OFF	
Serial Number:	87317351	IGNORE THE NOISE	
Serial Number:	87317350	IGNORE THE NOISE	
Serial Number:	87310670	ONEMORE	
Serial Number:	86822913	DO YOUR JOB	
Serial Number:	86747741	DO YOUR JOB WELL	
Serial Number:	86822903	DO YOUR JOB	
Serial Number:	86069487	PATRIOTS	
Serial Number:	86159880	NEXT GAME UP	
Serial Number:	86113914	DO YOUR JOB	
Serial Number:	85342443	WE ARE ALL PATRIOTS	
Serial Number:	85722457	DO YOUR JOB!	
TRADEMARK			

OP \$615.00 87413572

Property Type	Number	Word Mark
Serial Number:	85822556	WE ARE ALL PATRIOTS
Serial Number:	85851287	THE PATRIOT WAY
Serial Number:	85654731	
Serial Number:	85573117	NE
Serial Number:	85538370	THE WORLD'S BIGGEST VIRTUAL TAILGATE

CORRESPONDENCE DATA

Fax Number: 7044448857

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; 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

NAME OF SUBMITTER:	Terry L. Witcher, Paralegal
SIGNATURE:	/s/ Terry L. Witcher
DATE SIGNED:	09/14/2017

Total Attachments: 6

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SUPPLEMENTAL NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office

August 29, 2017

Ladies and Gentlemen:

Please be advised that pursuant to an Amended and Restated Security Agreement, dated as of June 11, 2010 (as such Security Agreement may be amended, modified, supplemented or restated, the "*Security Agreement*"), by and between New England Patriots LLC, a Delaware limited partnership (successor to New England Patriots L.P., a Delaware limited partnership) (the "*Borrower*") and Bank of America, N.A., 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 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,

NEW ENGLAND PATRIOTS LLC

By: Kraft Enterprises LLC, its managing member

By: Kraft Patriots Inc., its managing
member

By: _____
Name: Robert K. Kraft
Title: President

A handwritten signature in black ink, appearing to read 'Robert Kraft', written over a horizontal line. The signature is stylized and cursive.

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,

NEW ENGLAND PATRIOTS LLC

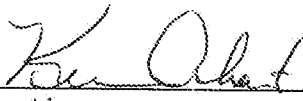
By: Kraft Enterprises LLC, its managing member

By: Kraft Patriots Inc., its managing member

By: _____
Name: Robert K. Kraft
Title: President

Acknowledged and Accepted:

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

By:  _____
Name: Kevin Ahart
Title: Vice President

Schedule A

**United States Trademark
Registrations and Applications for
New England Patriots LLC**

TRADEMARK	REGISTRATION/ APPLICATION NO.	REGISTRATION/ APPLICATION DATE	RECORD OWNER
UNEQUIVOCALLY THE SWEETEST	87413572	April 17, 2017	New England Patriots LLC
	87073112	June 15, 2016	New England Patriots LLC
SAFETY SQUADRON	87413066	April 16, 2017	New England Patriots LLC
DO YOUR JOB	87168075	September 12, 2016	New England Patriots LLC
ONEMORE	87310673	January 23, 2017	New England Patriots LLC
BLITZ FOR SIX	87327577	February 7, 2017	New England Patriots LLC
BLITZ FOR SIX	87327572	February 7, 2017	New England Patriots LLC
NO DAYS OFF	87326969	February 7, 2017	New England Patriots LLC
IGNORE THE NOISE	87317351	January 30, 2017	New England Patriots LLC
IGNORE THE NOISE	87317350	January 30, 2017	New England Patriots LLC
ONEMORE	87310670	January 23, 2017	New England Patriots LLC
DO YOUR JOB	86822913	November 17, 2015	New England Patriots LLC
DO YOUR JOB WELL	86747741	September 4, 2015	New England Patriots LLC
DO YOUR JOB	86822903	November 17, 2015	New England Patriots LLC
PATRIOTS	86069487	September 19, 2013	New England Patriots LLC
NEXT GAME UP	86159880	January 8, 2014	New England Patriots LLC
DO YOUR JOB	86113914	November 8, 2013	New England Patriots LLC
WE ARE ALL PATRIOTS	85342443	June 9, 2011	New England Patriots LLC
DO YOUR JOB!	85722457	September 6, 2012	New England Patriots LLC
WE ARE ALL PATRIOTS	85822556	January 14, 2013	New England Patriots LLC

THE PATRIOT WAY	85851287	February 15, 2013	New England Patriots LLC
	85654731	June 18, 2012	New England Patriots LLC
NE	85573117	March 19, 2012	New England Patriots LLC
THE WORLD'S BIGGEST VIRTUAL TAILGATE	85538370	February 9, 2012	New England Patriots LLC

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