

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593795

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New England Patriots LLC		08/20/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	555 California Street		
<b>Internal Address:</b>	CA5-705-04-09		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5883205	PATRIOTS CHEERLEADERS	
<b>Serial Number:</b>	88154261	AWWW YEAH	
<b>Serial Number:</b>	88154264	AWWW YEAH	
<b>Registration Number:</b>	6071103	DOUGH YOUR JOB	
<b>Serial Number:</b>	88949356	NO DAYS OFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044448857		
<i>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.</i>			
<b>Phone:</b>	7043432000		
<b>Email:</b>	twitcher@mcguirewoods.com		
<b>Correspondent Name:</b>	Terry L. Witcher, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP		
<b>Address Line 2:</b>	201 N. Tryon Street, Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>NAME OF SUBMITTER:</b>	Terry L. Witcher		
<b>SIGNATURE:</b>	/s/ Terry L. Witcher		
<b>DATE SIGNED:</b>	08/25/2020		

OP \$140.00 5883205

**Total Attachments: 5**

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**SUPPLEMENTAL (2020) NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS**

August 20, 2020

United States Patent and Trademark Office

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 among New England Patriots LLC, a Delaware limited liability company (the "Borrower"), as successor in interest to New England Patriots L.P., a Delaware limited partnership, Bank of America, N.A., as depository bank 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 (as defined in the Security Agreement), including, without limitation, the trademark and service mark 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, including, without limitation, the trademark and service mark 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.

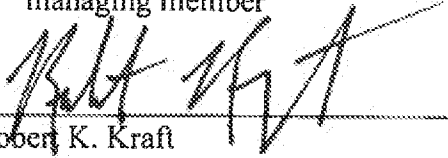
[Signature Pages Follow]

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:  
Title:

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 L. Ahart  
Title: Vice President

**Schedule A**

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

**I. United States Trademark Registrations and Applications**

JURISDICTION	TRADEMARK	REG. NO – (APP. NO.)	REG. DATE – (APP. DATE)	RECORD OWNER
U.S.	PATRIOTS CHEERLEADERS (Stylized with Star)	5,883,205	10/15/2019	NEW ENGLAND PATRIOTS LLC
U.S.	AWWW YEAH	(88154261)	(10/14/2018)	NEW ENGLAND PATRIOTS LLC
U.S.	AWWW YEAH	(88154264)	(10/14/2018)	NEW ENGLAND PATRIOTS LLC
U.S.	DOUGH YOUR JOB	6071103	6/2/2020	NEW ENGLAND PATRIOTS LLC
U.S.	NO DAYS OFF	(88949356)	(06/05/2020)	NEW ENGLAND PATRIOTS LLC