

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New England Patriots LLC		12/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	900 W. Trade Street		
Internal Address:	NC1-026-06-09		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97069673	PATRIOTS	
Serial Number:	90644099	FOREVER NEW ENGLAND	
Serial Number:	90644096	FOREVER NEW ENGLAND	
Serial Number:	90644098	FOREVER NEW ENGLAND	
Serial Number:	90644093	FOREVER NEW ENGLAND	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28255		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	12/13/2021		

OP \$140.00 97069673

Total Attachments: 5

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**SUPPLEMENTAL (2021) NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS**

December 10, 2021

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.

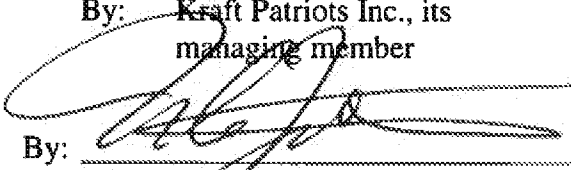
[Signature Pages Follow]

Very truly yours,

New England Patriots LLC

By: Kraft Enterprises LLC, its
managing member

By: Kraft Patriots Inc., its
managing member

By: 
Name: Michael A. Quattromani
Title: Assistant Secretary

Acknowledged and Accepted:

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

By: _____
Name:
Title:

Very truly yours,

New England Patriots LLC

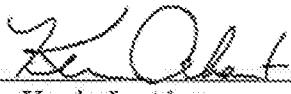
By: Kraft Enterprises LLC, its
managing member

By: Kraft Patriots Inc., its
managing member

By: _____
Name: Michael A. Quattromani
Title: Assistant Secretary

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	(97069673)	(October 12, 2021)	NEW ENGLAND PATRIOTS LLC
U.S.	FOREVER NEW ENGLAND	(90644099)	(April 14, 2021)	NEW ENGLAND PATRIOTS LLC
U.S.	FOREVER NEW ENGLAND	(90644096)	(April 14, 2021)	NEW ENGLAND PATRIOTS LLC
U.S.	FOREVER NEW ENGLAND	(90644098)	(April 14, 2021)	NEW ENGLAND PATRIOTS LLC
U.S.	FOREVER NEW ENGLAND	(90644093)	(April 14, 2021)	NEW ENGLAND PATRIOTS LLC