

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798359

<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>
Indianapolis Colts, Inc.		03/28/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	620 S. Tryon Street		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 22</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0934700		
<b>Registration Number:</b>	0943027	COLTS	
<b>Registration Number:</b>	0943028		
<b>Registration Number:</b>	0979851	COLTS	
<b>Registration Number:</b>	1217896	7	
<b>Registration Number:</b>	1230459	7	
<b>Registration Number:</b>	1810715		
<b>Registration Number:</b>	1809131	INDIANAPOLIS COLTS	
<b>Registration Number:</b>	1920290	INDIANAPOLIS COLTS	
<b>Registration Number:</b>	3245978		
<b>Registration Number:</b>	3235722		
<b>Registration Number:</b>	3226599	INDIANAPOLIS COLTS	
<b>Registration Number:</b>	3226600	COLTS	
<b>Registration Number:</b>	4586842	CHUCKSTRONG	
<b>Registration Number:</b>	5268936	#FORTHESHOE	
<b>Registration Number:</b>	5384219	BALTIMORE COLTS	
<b>Serial Number:</b>	88893438	FOR THE SHOE	
<b>Registration Number:</b>	6398125	FOR THE SHOE	
<b>Registration Number:</b>	6643275	WITH THE NEXT PICK	

OP \$565.00 0934700

Property Type	Number	Word Mark
Registration Number:	6763907	KICKING THE STIGMA
Serial Number:	97077125	COLTS
Serial Number:	97423952	BEYOND THE SIDELINES

**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:** 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 28202

<b>NAME OF SUBMITTER:</b>	Terry L. Witcher
<b>SIGNATURE:</b>	/s/ Terry L. Witcher
<b>DATE SIGNED:</b>	03/28/2023

**Total Attachments: 6**  
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office  
United States Copyright Office

Ladies and Gentlemen:


Please be advised that pursuant to a Security Agreement, dated as of March 28, 2023 (as such Security Agreement may be amended, modified, supplemented or restated, the “*Security Agreement*”), by and between Indianapolis Colts, Inc., a Delaware corporation with offices located at 7001 W. 56<sup>th</sup> Street, Indianapolis, Indiana 46254 (the “*Borrower*”), and Bank of America, N.A., a national banking association with offices located at Bank of America Tower, 620 S. Tryon St., Charlotte, NC 28255, 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,

INDIANAPOLIS COLTS, INC.

By:   
Name: Enrico J. Tolentino  
Title: Chief Financial Officer

Acknowledged and Accepted:




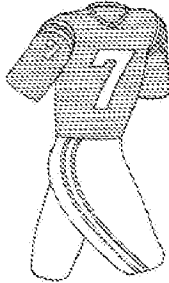
**BANK OF AMERICA, N.A.,**  
as Collateral Agent

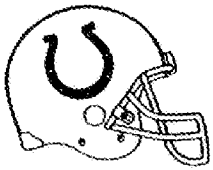

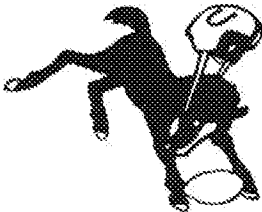
By:   
Name: Kevin L. Ahart  
Title: Vice President

**Schedule A**

**United States Trademark  
Registrations and Applications for  
INDIANAPOLIS COLTS, INC.**

**I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Serial No.</b>	<b>Registration No.</b>	<b>Trademark</b>	<b>Owner</b>	<b>Status</b>
72394258	0934700		INDIANAPOLIS COLTS, INC.	Live
72394259	0943027	COLTS	INDIANAPOLIS COLTS, INC.	Live
72394260	0943028		INDIANAPOLIS COLTS, INC.	Live
72405889	0979851	COLTS	INDIANAPOLIS COLTS, INC.	Live
73339605	1217896		INDIANAPOLIS COLTS, INC.	Live
73339606	1230459		INDIANAPOLIS COLTS, INC.	Live

74310194	1810715		INDIANAPOLIS COLTS, INC.	Live
74310196	1809131	INDIANAPOLIS COLTS	INDIANAPOLIS COLTS, INC.	Live
74492625	1920290	INDIANAPOLIS COLTS	INDIANAPOLIS COLTS, INC.	Live
77000600	3245978		INDIANAPOLIS COLTS, INC.	Live
77000667	3235722		INDIANAPOLIS COLTS, INC.	Live
77000701	3226599	INDIANAPOLIS COLTS	INDIANAPOLIS COLTS, INC.	Live
77000729	3226600	COLTS	INDIANAPOLIS COLTS, INC.	Live
85855067	4586842	CHUCKSTRONG	INDIANAPOLIS COLTS, INC.	Live
87071789	5268936	#FORTHESHOE	INDIANAPOLIS COLTS, INC.	Live
87438748	5384219	BALTIMORE COLTS	INDIANAPOLIS COLTS, INC.	Live
88893438		FOR THE SHOE	INDIANAPOLIS COLTS, INC.	Live
88981641	6398125	FOR THE SHOE	INDIANAPOLIS COLTS, INC.	Live
90531657	6643275	WITH THE NEXT PICK	INDIANAPOLIS COLTS, INC.	Live
90560095	6763907	KICKING THE STIGMA	INDIANAPOLIS COLTS, INC.	Live

97077125		COLTS	INDIANAPOLIS COLTS, INC.	Live
97423952		BEYOND THE SIDELINES	INDIANAPOLIS COLTS, INC.	Live

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

NONE.