

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Kansas City Chiefs Football Club, Inc.

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address: Bank of America Corporate Center

Street Address: 100 North Tyron Street

City: Charlotte State: NC Zip: 29255

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National banking association

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)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other SEE ATTACHED
- Merger
- Change of Name

Execution Date: November 8, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

1857958 1849868

B. Trademark Registration No.(s) 1807453 1692037

1285595 1224590 1085091 982132

Additional number(s) attached  Yes  No 981462 974208 974207

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

Name: Maria A. Lijoi, Esq.

Internal Address: Skadden, Arps, Slate, Meagher & Flom LLP

Street Address: Four Times Square

City: New York State: NY Zip: 10036-6522

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 3.41): \$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-2385 (Our Ref: 401530/252)

DO NOT USE THIS SPACE

9. Signature.

Maria A. Lijoi  
Name of Person Signing

*Maria A. Lijoi*  
Signature

March 7, 2003  
Date

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

8

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

Continuation of Nature of Conveyance

3. Notice of Confirmation of Grant of Security Interest In Trademarks.

NOTICE OF CONFIRMATION OF  
GRANT OF SECURITY INTEREST  
IN TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998, as amended, restated or otherwise modified (the "Security Agreement"), by and among Kansas City Chiefs Football Club, Inc. (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank Investors, Football Funding, and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (Bank of America, N.A. in its capacity as collateral agent and any successor in such capacity being hereinafter referred to as the "Collateral Agent"), the Borrower hereby confirms that it has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of set off against, 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 Borrower hereby confirms that it has acknowledged and agreed that the Collateral Agent (and with respect to rights of set-off, 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 set-off 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, 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 set-off 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.

Very truly yours,

KANSAS CITY CHIEFS FOOTBALL CLUB, INC.

By: Dale M. Young  
Name: Dale M. Young  
Title: Treasurer

Acknowledged and Accepted:

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

By: \_\_\_\_\_  
Name: Wm. Elliott McCabe  
Title: Managing Director

STATE OF Missouri

COUNTY OF Jackson

I, LeAnne L. Shireman, a Notary Public of the County and State aforesaid, certify that Dale Young, personally came before me this day and acknowledged that (s)he is Treasurer of Kansas City Chiefs Football Club, Inc., a Texas corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as Treasurer.

WITNESS my hand and official stamp or seal, this 30<sup>th</sup> October day of November, 2002.

LeAnne L. Shireman  
Notary Public

My Commission Expires: 7-21-06



(Notary Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that (s)he is \_\_\_\_\_ of Bank of America, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/her in its name as \_\_\_\_\_.

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of November, 2002.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Notary Seal)

The security interest in and to and right of set-off 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.

Very truly yours,

KANSAS CITY CHIEFS FOOTBALL  
CLUB, INC.

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and Accepted:

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

By: Wm. Elliott McCabe  
Name: Wm. Elliott McCabe  
Title: Managing Director

**SCHEDULE A****I. FEDERAL REGISTRATIONS**

MARK	REG. NO.	REG. DATE	RECORD OWNER
DESIGN ONLY	1,857,958	10/11/94	Kansas City Chiefs Football Club, Inc.
KC and Design	1,849,868	8/16/94	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	1,807,453	11/30/93	Kansas City Chiefs Football Club, Inc.
KC WOLF	1,692,037	6/09/92	Kansas City Chiefs Football Club, Inc.
7 and Design	1,285,595	7/10/84	Kansas City Chiefs Football Club, Inc.
7 and Design	1,224,590	1/18/83	Kansas City Chiefs Football Club, Inc.
CHIEFS	1,085,091	2/07/78	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS KC and Design	982,132	4/09/74	Kansas City Chiefs Football Club, Inc.
KC CHIEFS and Design	981,462	3/26/74	Kansas City Chiefs Football Club, Inc.
KC and Design	974,208	11/27/73	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	974,207	11/27/73	Kansas City Chiefs Football Club, Inc.

**II. STATE REGISTRATIONS**

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
CHIEFS and Design	Arizona	36,843	1/19/96	Kansas City Chiefs Football Club, Inc.
KC and Design	Arizona	36,841	1/19/96	Kansas City Chiefs Football Club, Inc.
CHIEFS	Georgia	T13,300	1/21/94	Kansas City Chiefs Football Club, Inc.
CHIEFS	Georgia	T13,298	1/21/94	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	Georgia	T13,243	12/30/93	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS (Stylized Letters)	Georgia	T13,242	12/30/93	Kansas City Chiefs Football Club, Inc.
KC and Design	Georgia	T13,241	12/30/93	Kansas City Chiefs Football Club, Inc.
KC and Design	Georgia	T13,240	12/30/93	Kansas City Chiefs Football Club, Inc.
THE TRIBE KC and Design	Missouri	11,672	10/23/91	Kansas City Chiefs Football Club, Inc.
SCALP EM CHIEFS #1 TOMAHAWK CLUB KANSAS CITY CHIEFS KC and Design	Missouri	11,646	10/11/91	Kansas City Chiefs Football Club, Inc.
TOMAHAWK CLUB... SCALP 'EM CHIEFS! KC and Design	Missouri	11,645	10/11/91	Kansas City Chiefs Football Club, Inc.
WOLFPACK (Stylized Letters)	Missouri	None available	11/01/89	Kansas City Chiefs Football Club, Inc.
SIC 'EM CHIEFS! and Design	Missouri	9,624	7/30/87	Kansas City Chiefs Football Club, Inc.
KS KANSAS CITY CHIEFS	Missouri	5,591	12/01/76	Kansas City Chiefs Football Club, Inc.
KC and Design	Missouri	5,590	12/1/76	Kansas City Chiefs Football Club, Inc.
KANSAS CITY CHIEFS	Missouri	5,160	3/18/75	Kansas City Chiefs Football Club, Inc.
KC and Design	Missouri	5,159	3/18/75	Kansas City Chiefs Football Club, Inc.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

FOUR TIMES SQUARE  
NEW YORK 10036-6522

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DIRECT FACSIMILE No.: 917-777-3816

EMAIL: kdegan@skadden.com

FACSIMILE TRANSMITTAL SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: Assignment Division

FIRM: U.S. Patent and Trademark Office

CITY: Arlington DATE: March 10, 2003

TELEPHONE No.: 703-308-9723

FACSIMILE No.: 703-306-5995

FROM: Kimberley Degnan FLR/RM.: 26-306

REFERENCE No.: 401530/252 DIRECT DIAL: 212-735-3816

TOTAL NUMBER OF PAGES INCLUDING COVER(S): 9

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MESSAGE: **Trademarks**

The Commissioner is hereby authorized to charge any fees in connection with the attached recordation request to **Skadden, Arps Deposit Account No. 19-2385 (Our Ref: 401530/252)**

Kimberley Degnan, Trademark Legal Assistant