

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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):

Minnesota Vikings Football Club, L.L.C.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other Minnesota limited liability company

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 Tryon Street City: Charlotte State: NC Zip: 29255

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National 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 Merger Security Agreement Change of Name Other

Execution Date: May 30, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1230476 1228998 1850664 997181 997179 1878590 997182 997180

Additional number(s) attached Yes No

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: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number: 19-2385 [Our Ref: 401530-273]

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maria A. Lijoi

Name of Person Signing

Maria A. Lijoi Signature

July 17, 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

CH \$216.00 192386 1230476

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office

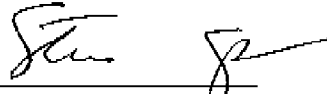
Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of May 30, 2003 (the "Security Agreement"), by and among Minnesota Vikings Football Club, L.L.C. (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") the Borrower has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of set off against, its 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 Borrower 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 set-off 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,
MINNESOTA VIKINGS FOOTBALL
CLUB, L.L.C.

By: 

Name: Steve Cummings

Title: Vice President, Secretary/Treasurer

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____

Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF BEXAR

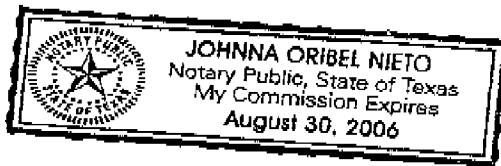
The undersigned, a Notary Public of the County and State aforesaid, certify that Steve Cummings, personally came before me this day and acknowledged that he is Vice President, Secretary and Treasurer of MINNESOTA VIKINGS FOOTBALL CLUB, L.L.C., a Minnesota limited liability company and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in its name as Vice President, Secretary and Treasurer.

WITNESS my hand and official stamp or seal, this 4th day of June, 2003.

Johnna Oribel Nieto
Notary Public

My Commission Expires:

(Notary Seal)



STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that Elliott M. McCabe, personally came before me this day and acknowledged that he is a Managing Director of Bank of America, N.A., a national association, 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 Managing Director.

WITNESS my hand and official stamp or seal, this _____ day of June, 2003.

Notary Public

My Commission Expires:

(Notary Seal)

Very truly yours,
MINNESOTA VIKINGS FOOTBALL
CLUB, L.L.C.

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

STATE OF _____

COUNTY OF _____

The undersigned, a Notary Public of the County and State aforesaid, certify that Steve Cummings, personally came before me this day and acknowledged that he is Vice President, Secretary and Treasurer of MINNESOTA VIKINGS FOOTBALL CLUB, L.L.C., a Minnesota limited liability company and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in its name as Vice President, Secretary and Treasurer.

WITNESS my hand and official stamp or seal, this _____ day of June, 2003.

Notary Public

My Commission Expires:

(Notary Seal)

STATE OF North Carolina

COUNTY OF Gaston

I, Timothy J. Pacitto, a Notary Public of the County and State aforesaid, certify that Wm. Elliott McCabe, personally came before me this day and acknowledged that he is a Managing Director of Bank of America, N.A., a national association, 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 Managing Director.

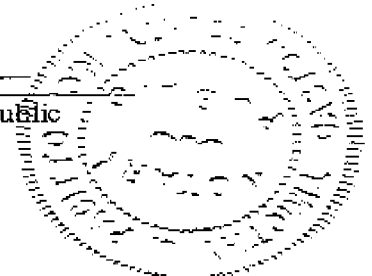
WITNESS my hand and official stamp or seal, this 5th day of June, 2003.

TJP
Notary Public

My Commission Expires:

11.1.04

(Notary Seal)



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

MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER
7 and Design	1,230,476 (73-353,802)	3/8/1983 (3/10/1982)	Minnesota Viking Football Club L.L.C.
7 and Design	1,228,998 (73-336,880)	3/1/1983 (11/12/1981)	Minnesota Viking Football Club L.L.C.
DESIGN ONLY	1,850,664 (74-300,711)	8/23/1994 (8/3/1992)	Minnesota Viking Football Club L.L.C.
DESIGN ONLY	997,181 (72-454,375)	10/29/1974 (4/12/1973)	Minnesota Viking Football Club L.L.C.
DESIGN ONLY	997,179 (72-454,306)	10/29/1974 (4/12/1973)	Minnesota Viking Football Club L.L.C.
MINNESOTA VIKINGS	1,878,590 (74-300,706)	2/14/1995 (8/3/1992)	Minnesota Viking Football Club L.L.C.
MINNESOTA VIKINGS	997,182 (72-454,507)	10/29/1974 (4/13/1973)	Minnesota Viking Football Club L.L.C.
VIKINGS	997,180 (72-454,332)	10/29/1974 (4/12/1973)	Minnesota Viking Football Club L.L.C.

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	STATE	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER
DESIGN ONLY	Minnesota	5,837	7/28/1978	Minnesota Viking Football Club L.L.C.
DESIGN ONLY	Minnesota	4,974	8/19/1975	Minnesota Viking Football Club L.L.C.
MINNESOTA VIKINGS and Design	Minnesota	4,973	8/19/1975	Minnesota Viking Football Club L.L.C.
VIKINGS (Stylized Letters)	Minnesota	5,836	7/28/1978	Minnesota Viking Football Club L.L.C.

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER
DESIGN ONLY	TMA479,236 (480,233)	7/30/1997 (12/29/1981)	Minnesota Vikings Football Club, Inc.
DESIGN ONLY	TMA249,244 (363,284)	8/8/1980 (4/9/1973)	Minnesota Vikings Football Club, Inc.
MINNESOTA VIKINGS	TMA249,245 (363,287)	8/8/1980 (4/9/1973)	Minnesota Vikings Football Club, Inc.
VIKINGS and Design	TMA256,903 (363,286)	3/13/1981 (4/9/1973)	Minnesota Vikings Football Club, Inc.
VIKING'S HEAD and Design	TMA264,400 (363,285)	11/20/1981 (4/9/1973)	Minnesota Vikings Football Club, Inc.

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TITLE OF WORK	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER