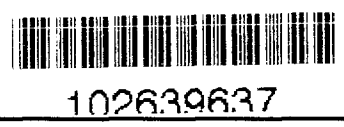


1/2/04

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01-07-2004

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



DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RECOI TR FINANCE SECTION

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

<p>1. Name of conveying party(ies):</p> <p>The Detroit Lions, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation-State</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and Address of receiving party(ies)</p> <p>Name: <u>Comerica Bank</u></p> <p>Internal Address: <u>M/C 3391</u></p> <p>Street Address: <u>500 Woodward Avenue</u></p> <p>City: <u>Detroit</u> State: <u>MI</u> Zip: <u>48226</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State: <u>Michigan Banking Corporation</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p> <p>Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 2, 2003</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p> <p style="text-align: center;">N/A</p>	<p>B. Trademark Registration No.(s)</p> <p style="text-align: center;">See Attached</p>
<p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Intellectual Property Docketing</u></p> <p>Internal Address: <u>SHEARMAN & STERLING LLP</u></p> <p>Street Address: <u>599 Lexington Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u></p>	<p>6. Total number of applications and registrations involved: 12</p> <p>7. Total fee (37 CFR 3.41)..... \$ <u>315.00</u></p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. If check is missing or otherwise insufficient, charge deposit account number: <u>50-0324</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Tamara L. Hrivnak

December 31, 2003

Name of Person Signing
Signature
Date

Total number of pages including cover sheet, attachments, and document: 10

01/06/2004 LMIELLER 00000094 2692000

01 FC:8521 40.00 OP
02 FC:8522 275.00 OP

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

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

2. Name of conveying party(ies):

DLI Properties, L.L.C.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Michigan Limited Liability Company

Continuation of Box 4:

Registration Numbers

2,692,088	1,224,582	1,233,646	1,233,508
1,899,292	1,228,987	1,233,511	972,622
1,850,662	1,238,424	1,233,645	943,810

NO ADDITIONAL PAGES

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*") dated December 2, 2003, made by and among The Detroit Lions, Inc., a Michigan corporation (the "*Borrower*"), DLI Properties, L.L.C., a Michigan limited liability company ("*DLI*" and, together with the Borrower, the "*Grantors*" and each individually, a "*Grantor*"), and Comerica Bank, as collateral agent (in such capacity, together with any successor collateral agent appointed pursuant to the Collateral Agency Agreement (as hereinafter defined), the "*Collateral Agent*") for the Secured Parties (as defined in the Loan Agreement).

WHEREAS, the Borrower, has entered into a Credit Agreement dated as of December 2, 2003 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Loan Agreement*"), with Comerica, as lender (in such capacity, the "*Lender*"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, DLI has executed a Guaranty dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*DLI Guaranty*", and together with the Loan Agreement, the note issued pursuant thereto, this Agreement, the Collateral Agency Agreement (as hereinafter defined), the NFL Consent and Agreement, and any and all other notes, instruments guaranties, security agreements and others agreements at any time evidencing, governing, securing or otherwise relating to the Borrower's obligations under the Loan Agreement, the "*Loan Documents*"), to guaranty the obligations of the Borrower under the Loan Agreement.

WHEREAS, the Borrower has entered into the several Note Purchase Agreements dated as of the date hereof (said agreements, as amended, amended and restated, supplemented or otherwise modified from time to time, collectively being the "*Note Purchase Agreements*") with the purchasers named on Schedule A thereto (together with the other holders of the below-defined Notes from time to time, the "*Noteholders*" and, together with the Lender and the Collateral Agent as agent on behalf of the Lender and the Noteholders, the "*Secured Parties*") pursuant to which it proposes to issue \$155,000,000 aggregate principal amount of its 6.60% Senior Secured Notes due 2015 (the "*Notes*"), and DLI has executed a Subsidiary Guarantee dated as of the date hereof (the "*Note Guaranty*" and, together with the Notes, the Note Purchase Agreements, this Agreement, the Collateral Agency Agreement, the NFL Consent and Agreement and any and all other notes, instruments guaranties, security agreements and others agreements at any time evidencing, governing, securing or otherwise relating to the Borrower's obligations under the Note Purchase Agreements, the "*Note Documents*" and the Note Documents together with the Loan Documents, the "*Credit Documents*"), to guaranty the obligations of the Borrower under the Note Purchase Agreements and the Notes.

WHEREAS, the Noteholders, the Lender and the Collateral Agent have entered into a Collateral Agency and Intercreditor Agreement dated as of the date hereof (as amended,

amended and restated, supplemented or otherwise modified from time to time, the "*Collateral Agency Agreement*").

WHEREAS, pursuant to the Loan Agreement and the Note Purchase Agreements, each Grantor has executed and delivered that certain Security Agreement dated December 2, 2003 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Credit

Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. NFL Requirements. It is acknowledged, understood and agreed that, so long as the letter agreement, dated as of December 2, 2003, by and among the NFL, Comerica Bank, as Collateral Agent and as Lender, The Detroit Lions, Inc., DLI Properties, L.L.C., William Clay Ford, Metropolitan Life Insurance Company, The Prudential Insurance Company of America, RGA Reinsurance Company and Allstate Life Insurance Company (as amended, restated or modified from time to time, the "NFL Consent and Agreement") is in effect and notwithstanding anything in this document or any other Operative Document to the contrary, (a) the exercise by the Agent and/or any Lender of remedies under any Operative Document will be made in accordance with the terms and provisions of the NFL Consent and Agreement, the terms, conditions and provisions of which each of the parties to any Operative Document has accepted as reasonable and appropriate, and (b) in the event of any conflict or inconsistency between the terms of the NFL Consent and Agreement and the terms of any Operative Document (including without limitation this Agreement), the terms of the NFL Consent and Agreement will control. Notwithstanding the foregoing, nothing in the NFL Consent and Agreement, including, without limitation, the definition of the term "Collateral," shall be deemed to expand or otherwise modify in any way the definition of "Collateral" as such term is defined and used in any of the Operative Documents. All capitalized terms used in this Section 7 and not defined in this Section 7 are defined in the NFL Consent and Agreement.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE DETROIT LIONS, INC.

By William C. Ford, Jr.

Name: William Clay Ford, Jr.

Title: Vice Chairman and Director

Address for Notices:

222 Republic Drive

Allen Park, Michigan 48101

Attn: Thomas J. Lewand

DLI PROPERTIES, L.L.C.

By William C. Ford, Jr.

Name: William Clay Ford, Jr.

Title: President

Address for Notices:

c/o The Detroit Lions, Inc.

222 Republic Drive

Allen Park, Michigan 48101

Attn: Thomas J. Lewand

TRADEMARK

REEL: 002892 FRAME: 0347

Schedule A to the
Trademark Security Agreement

TRADEMARKS

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG NO.</u>	<u>OWNER</u>	<u>STATUS</u>
DETROIT LIONS	16, 25	Men's, women's and children's clothing, namely, fleece tops and bottoms, caps, headwear, t-shirts, sweatshirts, shorts, tank tops, jeans, sweaters, pants, jackets, turtlenecks, jumpsuits, golf shirts, woven shirts, knit shirts, jerseys, wristbands, warm up suits, swimwear, wind resistant jackets, raincoats, parkas, ponchos, gloves, ties, suspenders, cloth bibs, sleepwear, namely, robes, night shirts and pajamas, mittens, knit hats and caps, scarves, aprons, headbands, ear muffs, underwear, sneakers and slippers (International Class: 25). Posters, calendars, trading cards, series of books relating to football, magazines relating to football, newsletters relating to football, note pads, stickers, bumper stickers, credit cards without magnetic coding, note pads, paper penmants and greeting cards; printed tickets to sports games and events; non-magnetically coded prepaid phone cards, pens and pencils, pencil cases, rub on decorative transfers, note paper, pictorial prints, picture postcards, art pictures, stationery, envelopes, stationery-type portfolios, photo albums, scrapbook albums, ring binders, checkbook covers, tissue paper, wrapping paper, playing cards, paper table cloths, paper napkins, paper party hats, paper party invitations, paper gift cards; paper gift bags, paper party boxes, paper decorations, collectible cards; collectible card and memorabilia holders, souvenir programs for sports events (International Class: 16).	2,692,088	Detroit Lions, Inc.	REGISTERED

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG. NO.</u>	<u>OWNER</u>	<u>STATUS</u>
LIONS	41	Entertainment services in the form of professional football games and exhibitions.	1,899,292	Detroit Lions, Inc.	REGISTERED
MISCELLANEOUS DESIGN (helmet with lion)	16, 25	Men's, women's and children's clothing and footwear; namely, coaches caps, wool hats, painters caps, baseball caps, visors, headbands, ear muffs, knit face masks, belts, wristbands, t-shirts, tank tops, pajamas, golf shirts, sweaters, sweatshirts, jackets, neckties, braces, cloth bibs, jerseys, night shirts, coats, robes, raincoats, parkas, ponchos, sneakers, gloves, scarves, snow suits, mittens, aprons, down jackets, leather jackets, shorts, sweatpants, jeans, pants, knickers, socks, underwear, bathing suits and leg warmers (International Class: 25).	1,850,662	Detroit Lions, Inc.	REGISTERED
7 (and Design)	41	Trading cards, posters, magazines relating to football, postcards, calendars, wrapping paper, paper gift boxes, paper stickers paper napkins, paper towels, books relating to football, posterbooks, notepads, paper hats and greeting cards (International Class: 16).			
7 (and Design)	41	Entertainment services in the form of professional football games and exhibitions.	1,224,582	The Detroit Lions, Inc.	REGISTERED
7 (and Design)	41	Entertainment services in the form of professional football games and exhibitions.	1,228,987	The Detroit Lions, Inc.	REGISTERED
SILVER RUSH (stylized letters)	24	Hand towels made of cloth.	1,238,424	Detroit Lions, Inc.	REGISTERED
SILVER RUSH (stylized letters)	25	Shirts, sweat shirts, sweaters and T-shirts.	1,233,646	Detroit Lions, Inc.	REGISTERED
SILVER RUSH (stylized letters)	16	Vehicle bumper stickers.	1,233,511	Detroit Lions, Inc.	REGISTERED

<u>MARK</u>	<u>CLASS</u>	<u>DESCRIPTION</u>	<u>SERIAL/ REG. NO.</u>	<u>OWNER</u>	<u>STATUS</u>
SILVER RUSH	25	Shirts, sweatshirts, sweaters and T-shirts.	1,233,645	Detroit Lions, Inc.	REGISTERED
SILVER RUSH	16	Vehicle bumper stickers.	1,233,508	Detroit Lions, Inc.	REGISTERED
MISCELLANEOUS DESIGN (helmet with lion)	41	Entertainment services in the form of professional football games and exhibitions for live, radio and television audiences.	972,622	The Detroit Lions, Inc.	REGISTERED
DETROIT LIONS	41	Professional football club activities—namely, football exhibitions for live, radio and television audiences.	943,810	The Detroit Lions, Inc.	REGISTERED

THE DETROIT LIONS, INC./DLI PROPERTIES

ADDITIONAL IP INFORMATION

MICHIGAN TRADEMARK REGISTRATION

Detroit Lions, Registration No M53008

Lions, Registration No. M11019

Miscellaneous Design, Registration No. M04012

Miscellaneous Design, Registration No. M09019

Restore the Roar, Registration No. M80071

Restore the Roar, Registration No. M31069

Silver Stretch, Registration No. M81071

DOMAIN NAMES

Detroit Lions: DetroitLions.com

DLI: None

ASSUMED NAMES

The Detroit Lions, Inc.: None

DLI Properties, L.L.C.: Ford Field and Detroit Lions Properties

COPYRIGHTS AND PATENTS: None