

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

Minnesota Vikings Football Club, L.L.C.

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

Citizenship Minnesota

Execution Date(s) November 5, 2004

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

2. Name and Address of receiving party(ies)

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

Name: Bank of America, N.A.

Internal Address: 100 North Tryon Street

Street Address: _____

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

Association – Citizenship _____

General Partnership – Citizenship _____

Limited Partnership – Citizenship _____

Corporation – Citizenship _____

Other National Banking Association

Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment

Other: **Notice of Grant of Security Interest in Trademarks and Copyrights**

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

A. Trademark Application No(s).

76540916

B. Trademark Registration No(s).

2876746

Additional numbers attached? Yes No

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

Kenneth A. Rubenstein, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
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 New York, New York 10036
 Tel: (212) 735-4188
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 krubenst@skadden.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 1.21(h) and 3.41) \$ 65

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/273)

8. Payment Information

Deposit Account No. 19-2385

Authorized user Name: Faith C. Robinson

9. Signature.



Signature

November 23, 2004

Date

Kenneth A. Rubenstein, Esq.

Name of Person Signing

Total number of pages including cover sheet, and documents:

6

CH \$65.00 192386 76540916

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of May 30, 2003 by and between Minnesota Vikings Football Club, L.L.C., a Minnesota limited liability company (the "Assignor") and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has assigned and granted to the Assignee for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of November 5, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"; together with the Original Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (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 a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement).

NOW THEREFORE, please be advised that:

1) Pursuant to the Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against,

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

Very truly yours,

MINNESOTA VIKINGS FOOTBALL
CLUB, L.L.C.

By: Steve P
Name: STEVE CUMMINGS
Title: SEC. TREAS

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF BEVAR

I, MARY ANN K. COLONNA, a Notary Public of the County and State aforesaid, certify that STEVE CUMMINGS, personally came before me this day and acknowledged that (s)he is SEC/TREAS 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 corporation, the foregoing instrument was signed by him/her in its name as SEC/TREAS.

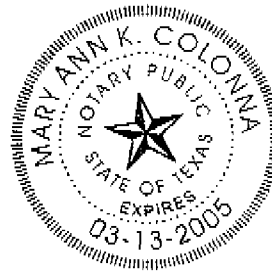
WITNESS my hand and official stamp or seal, this 3rd day of November, 2004.

MaryAnn K. Colonna
Notary Public

My Commission Expires:

03.13.2005

(Notary Seal)



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

MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER
DESIGN ONLY	2,876,746 (76-540,915)	8/24/2004 (8/29/2003)	Minnesota Viking Football Club L.L.C.
MINNESOTA VIKINGS	(76-540,916)	(8/29/2003)	Minnesota Viking Football Club L.L.C.