

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, LLC

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

Citizenship Delaware

Execution Date(s) November 21, 2005

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: Bank of America Corporate Ctr.

Street Address: 100 North Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 29255

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 _____

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

A. Trademark Application No(s).

78507291 78507317

B. Trademark Registration No(s).

1228998 1230476 1850664
997181 997179 1878590
997182 997180 2876746
2959064

Additional numbers attached? Yes No

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

Matthew B. Fagin, Esq.
 SKADDEN, ARPS, SLATE, MEAGHER
 & FLOM LLP
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 New York, New York 10036
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 mfagin@skadden.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 1.21(h) and 3.41) \$315

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.



December 15, 2005

Signature

Date

Matthew B. Fagin, Esq.

Name of Person Signing

Total number of pages including cover sheet, and documents:

8

CH \$315.00 192385 78507291

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 June 14, 2005 by and between MINNESOTA VIKINGS FOOTBALL, LLC, a Delaware 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 pursuant to a Master Amendment to Amended and Restated Security Agreements and Security Agreement, dated as of November 21, 2005 among each of the Participating Clubs (as defined therein), including the Assignor, and the Assignee (the "Master Amendment"); 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 Master Amendment).

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, 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 (as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and


2) The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights 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, LLC

By: ZW Vikings LLC, its manager

By: 
Name: Zygmunt Wilf
Title: Manager

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

Very truly yours,

MINNESOTA VIKINGS FOOTBALL, 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 NEW JERSEY MINNESOTA

COUNTY OF SCOTT

I, BOBBE J. DAGGETT, a Notary Public of the County and State aforesaid, certify that Zygmunt Wilf, personally came before me this day and acknowledged that he is the manager of ZW Vikings LLC, a Delaware limited liability company, the manager of MINNESOTA VIKINGS FOOTBALL, LLC, a Delaware limited liability company and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed by him in its name as manager of ZW Viking LLC, the manager of Minnesota Vikings Football, LLC.

WITNESS my hand and official stamp or seal, this 17th day of November, 2005.

Bobbe J. Daggett
Notary Public

My Commission Expires:

01/31/10
(Notary Seal)



SCHEDULE A

**United States, State and Canadian Trademark
Registrations and Applications for the
MINNESOTA VIKINGS FOOTBALL, LLC**

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

MARK	REG. NO. (App. No.)	REG. DATE (App. Date)	RECORD OWNER
7 and Design	1,228,998 (73-336,880)	3/1/1983 (11/12/1981)	Minnesota Vikings Football, LLC
7 and Design	1,230,476 (73-353,802)	3/8/1983 (3/10/1982)	Minnesota Vikings Football, LLC
DESIGN ONLY	1,850,664 (74-300,711)	8/23/1994 (8/3/1992)	Minnesota Vikings Football, LLC
DESIGN ONLY	997,181 (72-454,375)	10/29/1974 (4/12/1973)	Minnesota Vikings Football, LLC
DESIGN ONLY	997,179 (72-454,306)	10/29/1974 (4/12/1973)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	1,878,590 (74-300,706)	2/14/1995 (8/3/1992)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	997,182 (72-454,507)	10/29/1974 (4/13/1973)	Minnesota Vikings Football, LLC
VIKINGS	997,180 (72-454,332)	10/29/1974 (4/12/1973)	Minnesota Vikings Football, LLC
DESIGN ONLY	2,876,746 (76-540,915)	8/24/2004 (8/29/2003)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	2,959,064 (76-540,916)	6/7/2005 (8/29/2003)	Minnesota Vikings Football, LLC
03 and Design	(78-507,291)	(10/28/2004)	Minnesota Vikings Football, LLC
03 and Design	(78-507,317)	(10/28/2004)	Minnesota Vikings Football, LLC

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, LLC
VIKINGS (Stylized Letters)	Minnesota	5,836	7/28/1978	Minnesota Viking Football, LLC

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, LLC
DESIGN ONLY	TMA249,244 (363,284)	8/8/1980 (4/9/1973)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	TMA249,245 (363,287)	8/8/1980 (4/9/1973)	Minnesota Vikings Football, LLC
VIKINGS and Design	TMA256,903 (363,286)	3/13/1981 (4/9/1973)	Minnesota Vikings Football, LLC
VIKING'S HEAD and Design	TMA264,400 (363,285)	11/20/1981 (4/9/1973)	Minnesota Vikings Football, LLC

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None