

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Minnesota Vikings Football, LLC		04/08/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 NORTH TRYON STREET
Internal Address:	BANK OF AMERICA CORPORATE CENTER
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	National Association:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3185550	03 3 0
Registration Number:	3156281	03 30
Registration Number:	1230476	7
Registration Number:	1228998	7
Registration Number:	1850664	
Registration Number:	997181	
Registration Number:	997179	
Registration Number:	2876746	
Registration Number:	3351348	
Registration Number:	3481663	EVERYTHING PURPLE
Registration Number:	3473906	MINNESOTA MOMENTUM
Registration Number:	1878590	MINNESOTA VIKINGS
Registration Number:	997182	MINNESOTA VIKINGS

CH \$740.00 3185550

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**TRADEMARK
 REEL: 004195 FRAME: 0041**

Registration Number:	2959064	MINNESOTA VIKINGS
Registration Number:	3351349	MINNESOTA VIKINGS
Serial Number:	77760098	MINNESOTA VIKINGS CHEERLEADERS
Serial Number:	77760104	MVC
Serial Number:	77685857	MINNESOTA VIKINGS' PURPLE FRIDAY
Serial Number:	77835404	SHOW YOUR HORNS
Serial Number:	77691757	SKOL VIKINGS
Serial Number:	77571701	US. WE. TEAM.
Registration Number:	997180	VIKINGS
Registration Number:	3425471	VIKINGS
Serial Number:	77760101	VIKINGS CHEERLEADERS
Serial Number:	77760093	VIKINGS CHILDREN'S FUND
Serial Number:	77248076	VIKTOR THE VIKING
Registration Number:	3491627	WE ARE VIKINGS FANS
Registration Number:	3439936	WEAREVIKINGSFANS.COM
Registration Number:	3481662	YOU MADE THE TEAM

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212)735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Matthew Fagin, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401530/0374
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	04/28/2010

Total Attachments: 6
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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 an Amended and Restated Security Agreement, dated as of April 8, 2010, (as such Amended and Restated Security Agreement may be amended, modified, supplemented or restated, the "*Security Agreement*"), by and between Minnesota Vikings Football, LLC, a Delaware limited liability company (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 setoff against and 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.

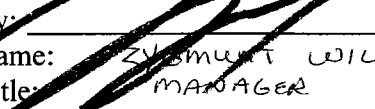
The security interest in and to and right of setoff against the Trademarks and Trade Names and Copyrights, including, without limitation, the trademark, service mark and copyright registrations and applications set forth on Schedule A, is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Notwithstanding the foregoing, no security interest shall be granted or attached hereunder with respect to any Trademark or Trade Name applications filed in the United States Patent and Trademark Office on the basis of Borrower's intent to use any such Trademark or Trade Name pursuant to U.S.C. § 1051 Section 1(b), unless and until such Trademark or Trade Name is used in interstate commerce, at which point the security interest granted hereunder shall attach to such application; provided, that, the foregoing exclusion shall apply only to the extent that granting a lien in such application prior to such use would adversely affect the enforceability or validity of such application.

Very truly yours,

MINNESOTA VIKINGS FOOTBALL,
LLC

By: ZW Vikings LLC, its Sole Manager

By: 
Name: ZVONIMIR WILF
Title: MANAGER

Acknowledged and Accepted:

Bank of America, N.A.,
as Collateral Agent

By: _____
Name: _____
Title: _____

[Notice of IP Grant]

STATE OF NJ)
) SS
COUNTY OF Essex)

On April 1, 2010 before me, Patricia March
Notary Public, personally appeared Zygmunt WILF, who
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon behalf of
which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NJ
that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature Patricia March

(Notary Seal)

PATRICIA MARCH
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 18, 2014

Very truly yours,


MINNESOTA VIKINGS FOOTBALL,
LLC

By: ZW Vikings LLC, its Sole Manager

By: _____
Name:
Title:

Acknowledged and Accepted:

Bank of America, N.A.,
as Collateral Agent

By:  _____
Name: Stephen Engel
Title: Vice President

[Notice of IP Grant]

SCHEDULE A

**UNITED STATES TRADEMARK
REGISTRATIONS AND APPLICATIONS FOR
Minnesota Vikings Football, LLC**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
U.S.	03 and Design	3,185,550	12/19/2006	Minnesota Vikings Football, LLC
U.S.	03 and Design	3,156,281	10/17/2006	Minnesota Vikings Football, LLC
U.S.	7 and Design	1,230,476	3/8/1983	Minnesota Vikings Football, LLC
U.S.	7 and Design	1,228,998	3/1/1983	Minnesota Vikings Football, LLC
U.S.	DESIGN ONLY	1,850,664	8/23/1994	Minnesota Vikings Football, LLC
U.S.	DESIGN ONLY	997,181	10/29/1974	Minnesota Vikings Football, LLC
U.S.	DESIGN ONLY	997,179	10/29/1974	Minnesota Vikings Football, LLC
U.S.	DESIGN ONLY	2,876,746	8/24/2004	Minnesota Vikings Football, LLC
U.S.	DESIGN ONLY	3,351,348	12/11/2007	Minnesota Vikings Football, LLC
U.S.	EVERYTHING PURPLE	3,481,663	8/5/2008	Minnesota Vikings Football, LLC
U.S.	MINNESOTA MOMENTUM	3,473,906	7/22/2008	Minnesota Vikings Football, LLC
U.S.	MINNESOTA VIKINGS	1,878,590	2/14/1995	Minnesota Vikings Football, LLC
U.S.	MINNESOTA VIKINGS	997,182	10/29/1974	Minnesota Vikings Football, LLC
U.S.	MINNESOTA VIKINGS	2,959,064	6/7/2005	Minnesota Vikings Football, LLC
U.S.	MINNESOTA VIKINGS	3,351,349	12/11/2007	Minnesota Vikings Football, LLC
U.S.	MINNESOTA VIKINGS CHEERLEADERS	(77/760,098)	(6/15/2009)	Minnesota Vikings Football, LLC
U.S.	MINNESOTA VIKINGS FOOTBALL, LLC	(77/760,104)	(6/15/2009)	Minnesota Vikings Football, LLC
U.S.	MINNESOTA VIKINGS' PURPLE FRIDAY	(77/685,857)	(3/6/2009)	Minnesota Vikings Football, LLC
U.S.	SHOW YOUR HORNS	(77/835,404)	(9/25/2009)	Minnesota Vikings Football, LLC
U.S.	SKOL VIKINGS	(77/691,757)	(3/16/2009)	Minnesota Vikings Football, LLC
U.S.	US. WE. TEAM.	(77/571,701)	(9/17/2008)	Minnesota Vikings Football, LLC
U.S.	VIKINGS	997,180	10/29/1974	Minnesota Vikings Football, LLC
U.S.	VIKINGS	3,425,471	5/13/2008	Minnesota Vikings Football, LLC
U.S.	VIKINGS CHEERLEADERS	(77/760,101)	(6/15/2009)	Minnesota Vikings Football, LLC
U.S.	VIKINGS CHILDREN'S FUND	(77/760,093)	(6/15/2009)	Minnesota Vikings Football, LLC
U.S.	VIKTOR THE VIKING	(77/248,076)	(8/6/2008)	Minnesota Vikings Football, LLC
U.S.	WE ARE VIKINGS FANS	3,491,627	8/26/2008	Minnesota Vikings Football, LLC
U.S.	WEAREVIKINGSFANS.COM	3,439,936	6/3/2008	Minnesota Vikings Football, LLC
U.S.	YOU MADE THE TEAM	3,481,662	8/5/2008	Minnesota Vikings Football, LLC

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None