

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
Philadelphia Eagles, LLC		04/08/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA

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: 15

Property Type	Number	Word Mark
Registration Number:	1534709	7
Registration Number:	1534708	7
Registration Number:	2461197	9
Registration Number:	2461199	9
Registration Number:	1108239	
Registration Number:	1889819	
Registration Number:	2114816	
Registration Number:	1041476	
Registration Number:	1086152	EAGLES
Registration Number:	1807444	PHILADELPHIA EAGLES
Registration Number:	1041475	PHILADELPHIA EAGLES
Registration Number:	2924114	EAGLES SUNDAY GAME PLAN
Registration Number:	3413981	EAGLES

CH \$390.00 1534709

Serial Number:	77496057	GO GREEN
Registration Number:	3311187	PHILADELPHIA EAGLES

CORRESPONDENCE DATA

Fax Number: (917)777-4104
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Phone: (212)735-3000
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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: 5
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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:

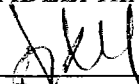
Please be advised that pursuant to an Amended and Restated Security Agreement, dated as of April 8, 2010, (as such Amended and Restated Security Agreement may be amended, modified, supplemented or restated, the "*Security Agreement*"), by and between Philadelphia Eagles, LLC, a Pennsylvania limited liability 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 attach hereunder with respect to any Trademark or Trade Name applications filed in the United States Patent and Trademark Office on the basis of the 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,

PHILADELPHIA EAGLES, LLC

By: 

Name: Don Smolenski

Title: Senior Vice President/CFO

Acknowledged and Accepted:

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

By: _____

Name: _____

Title: _____

[Notice of IP Grant]

STATE OF Pennsylvania)
) SS
COUNTY OF Philadelphia

On April 1, 2010 before me, Krista M Green,
Notary Public, personally appeared Don Smolewski, 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.

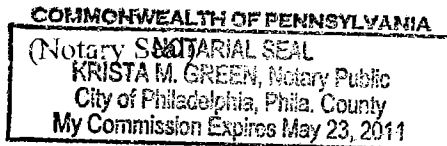
I certify under PENALTY OF PERJURY under the laws of the State of Pennsylvania
that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature

Krista M Green




Very truly yours,

PHILADELPHIA EAGLES, LLC

By: _____
Name:
Title:

Acknowledged and Accepted:

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

By: 
Name: Stephen Vogel
Title: Vice President

[Notice of IP Grant]

SCHEDULE A

**UNITED STATES TRADEMARK
REGISTRATIONS AND APPLICATIONS FOR
Philadelphia Eagles, LLC**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
U.S.	7 & DESIGN	1534709	04/11/89	Philadelphia Eagles, LLC
U.S.	7 & DESIGN	1534708	04/11/89	Philadelphia Eagles, LLC
U.S.	9 & DESIGN	2461197	06/19/01	Philadelphia Eagles, LLC
U.S.	9 & DESIGN	2461199	06/19/01	Philadelphia Eagles, LLC
U.S.	DESIGN ONLY	1108239	12/05/78	Philadelphia Eagles, LLC
U.S.	DESIGN ONLY	1889819	04/18/95	Philadelphia Eagles, LLC
U.S.	DESIGN ONLY	2114816	11/18/97	Philadelphia Eagles, LLC
U.S.	DESIGN ONLY	1041476	06/15/76	Philadelphia Eagles, LLC
U.S.	EAGLES	1086152	02/21/78	Philadelphia Eagles, LLC
U.S.	PHILADELPHIA EAGLES	1807444	11/30/93	Philadelphia Eagles, LLC
U.S.	PHILADELPHIA EAGLES	1041475	06/15/76	Philadelphia Eagles, LLC
U.S.	EAGLES SUNDAY GAME PLAN	2924114	02/01/05	Philadelphia Eagles, LLC
U.S.	EAGLES	3413981	04/22/08	Philadelphia Eagles, LLC
U.S.	GO GREEN and Design	(77/496,057)	(06/11/08)	Philadelphia Eagles, LLC
U.S.	PHILADELPHIA EAGLES	3,311,187	10/16/07	Philadelphia Eagles, LLC

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None