

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
PDB Sports, Ltd.		04/08/2010	LIMITED PARTNERSHIP: COLORADO

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: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	77576805	B
Registration Number:	1224584	7
Registration Number:	2313162	97
Registration Number:	2369832	97
Registration Number:	921750	BRONCOS
Registration Number:	2454969	BRONCOS
Registration Number:	2600031	BRONCOS
Registration Number:	3262579	BRONCOS COUNTRY
Registration Number:	3266044	BRONCOS COUNTRY
Registration Number:	921749	D
Registration Number:	997768	D
Registration Number:	1889821	D
Registration Number:	921748	DENVER BRONCOS

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Registration Number:	1807452	DENVER BRONCOS
Registration Number:	3237249	DENVER BRONCOS
Registration Number:	3762916	DENVER BRONCOS CHEERLEADERS
Registration Number:	3762711	DENVER BRONCOS CHEERLEADERS
Registration Number:	3239474	
Registration Number:	941133	
Registration Number:	2175702	
Registration Number:	2177559	
Registration Number:	2177558	
Registration Number:	2177555	
Registration Number:	2188487	
Registration Number:	2451187	
Registration Number:	2713926	MILE HIGH SALUTE

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:	05/17/2010

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 PDB Sports, Ltd., a Colorado limited partnership (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,

PDB SPORTS, LTD.
D/B/A DENVER BRONCOS

By: Bowlen Sports, Inc., an Arizona
Corporation, General Partner

By:  _____

Name: Richard P. Slivka

Title: General Counsel/Senior Vice
President of Administration

Acknowledged and Accepted:

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

By: _____

Name: _____

Title: _____

[Notice of IP Grant]

STATE OF [Colorado])
) SS
COUNTY OF [Arapahoe])

On April 5, 2010 before me, B. Diane Nelson,
Notary Public, personally appeared Richard P. Slivka, 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.

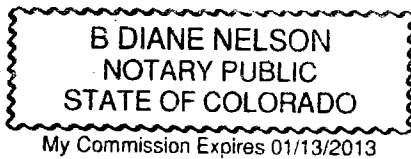
I certify under PENALTY OF PERJURY under the laws of the State of [Colorado]
that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature B Diane Nelson

(Notary Seal)



Very truly yours,


PDB SPORTS, LTD.
D/B/A DENVER BRONCOS

By: Bowlen Sports, Inc., an Arizona
Corporation, General Partner

By: _____
Name:
Title:

Acknowledged and Accepted:

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

By: 
Name: Stephan Vogel
Title: Vice President

[Notice of IP Grant]

SCHEDULE A

**UNITED STATES TRADEMARK
REGISTRATIONS AND APPLICATIONS FOR
PDB Sports, Ltd.**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Reg No. (App. No)	Reg Date (App. Date)	Record Owner
U.S.	B and Design	(77/576,805)	(9/23/2008)	PDB Sports, Ltd.
U.S.	7 and Design	1,224,584	1/18/1983	PDB Sports, Ltd.
U.S.	97 and Design	2,313,162	2/1/2000	PDB Sports, Ltd.
U.S.	97 and Design	2,369,832	7/25/2000	PDB Sports, Ltd.
U.S.	BRANCOS	921,750	10/05/1971	PDB Sports, Ltd.
U.S.	BRANCOS	2,454,969	5/29/2001	PDB Sports, Ltd.
U.S.	BRANCOS	2,600,031	7/30/2002	PDB Sports, Ltd.
U.S.	BRANCOS COUNTRY	3,262,579	7/10/2007	PDB Sports, Ltd.
U.S.	BRANCOS COUNTRY	3,266,044	7/17/2007	PDB Sports, Ltd.
U.S.	D and Design	921,749	10/05/1971	PDB Sports, Ltd.
U.S.	D and Design	997,768	11/05/1974	PDB Sports, Ltd.
U.S.	D and Design	1,889,821	4/18/1995	PDB Sports, Ltd.
U.S.	DENVER BRANCOS	921,748	10/05/1971	PDB Sports, Ltd.
U.S.	DENVER BRANCOS	1,807,452	11/30/1993	PDB Sports, Ltd.
U.S.	DENVER BRANCOS	3,237,249	5/1/2007	PDB Sports, Ltd.
U.S.	DENVER BRANCOS CHEERLEADERS	3,762,916	3/23/2010	PDB Sports, Ltd.
U.S.	DENVER BRANCOS CHEERLEADERS and Design	3,762,711	3/23/2010	PDB Sports, Ltd.
U.S.	Design (Horse Head)	3,239,474	5/8/2007	PDB Sports, Ltd.
U.S.	DESIGN ONLY	941,133	8/15/1972	PDB Sports, Ltd.
U.S.	DESIGN ONLY	2,175,702	7/21/1998	PDB Sports, Ltd.
U.S.	DESIGN ONLY	2,177,559	7/28/1998	PDB Sports, Ltd.
U.S.	DESIGN ONLY	2,177,558	7/28/1998	PDB Sports, Ltd.
U.S.	DESIGN ONLY	2,177,555	7/28/1998	PDB Sports, Ltd.
U.S.	DESIGN ONLY	2,188,487	9/08/1998	PDB Sports, Ltd.
U.S.	DESIGN ONLY	2,451,187	5/15/2001	PDB Sports, Ltd.
U.S.	MILE HIGH SALUTE	2,713,926	5/6/2003	PDB Sports, Ltd.

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TITLE OF WORK	REG NO.	REG DATE	RECORD OWNER
Broncos country design.	VAu705628	7/27/2005	PDB Sports, Ltd.

