

12-16-1998



100926039

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

MRO 12-10-98

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

12/14/1998 DNGUYEN 00000297 1428796

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 250.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1826 FRAME: 0681

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75-138,492"/>	<input type="text" value="74-706,358"/>	<input type="text" value="74-666,082"/>	<input type="text" value="1,428,796"/>	<input type="text" value="1,228,986"/>	<input type="text" value="1,217,887"/>
<input type="text" value="74-666,081"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="971,048"/>	<input type="text" value="971,047"/>	<input type="text" value="971,046"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="969,844"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Francis Hsueh

12/08/98

Name of Person Signing

Signature

Date Signed

RELEASE

This RELEASE is given as of this 10th day of November 1998 by Citibank, N.A., a national banking association ("Assignor"), located at 339 Park Avenue, New York, New York 10043, in favor of St. Louis Rams Partnership, as successor to as Los Angeles Rams Football Company, Inc., a Delaware partnership ("Assignee"), located at One Rams Way, St. Louis, Missouri 63045.

WHEREAS, pursuant to a Security Agreement dated as of November 12, 1991 (the "Security Agreement"), by and between Assignee and Assignor, as administrative agent for the lenders referenced therein, Assignee assigned (effective immediately upon acceleration of any of the Secured Obligations after the occurrence of an Event of Default but subject to the terms of the NFL Letter Agreement as provided in Section 9(a) of the Security Agreement, each as defined in the Security Agreement), and granted a continuing security interest in and continuing lien upon, a number of the trademarks and trademark applications set forth on Schedule A attached hereto (collectively, the "Trademarks") which security interest was recorded in the United States Patent and Trademark Office on November 21, 1991 at Reel 0830/Frame 0703;

WHEREAS, pursuant to an Amended and Restated Security Agreement dated as of January 15, 1996, by and between Assignee and Assignor, as administrative agent for the lenders referenced therein, Assignee granted a continuing security interest in and continuing lien upon, a number of the Trademarks which security interest was recorded in the United States Patent and Trademark Office on April 11, 1996 at Reel 1419/Frame 0700;

WHEREAS, pursuant to an Amended and Restated Security Agreement dated as of October 31, 1996 (the "Restated Security Agreement"), by and between Assignee and Assignor, as administrative agent for the lenders referenced therein, Assignee assigned (effective immediately upon acceleration of any of the Secured Obligations after the occurrence of an Event of Default but subject to the terms of the NFL Letter Agreement as provided in Section 9(a) of the Restated Security Agreement, each as defined in the Restated Security Agreement), and granted a continuing security interest in and continuing lien upon, a number of the Trademarks which security interest was recorded in the United States Patent and Trademark Office on December 18, 1996 at Reel 1526/Frame 0581; and

WHEREAS, Assignee has fully satisfied all of its obligations under the above referenced security agreements and Assignor desires to release its security interest in and continuing lien upon the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in and continuing lien upon the Trademarks and reassigns any and all interest that it may have in the Trademarks to Assignee.

IN WITNESS WHEREOF, Assignor has caused this RELEASE to be duly executed by its officer thereunto duly authorized as of the date above first written.

ASSIGNOR

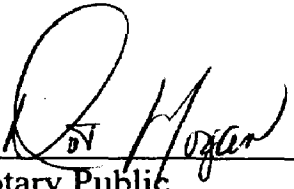
Citibank, N.A.

By: Kimberly A. Harper
Name: Kimberly A. Harper
Title: Vice President

STATE OF New York)
) SS.
COUNTY OF New York)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Kimberly A. Peiper personally known to me to be the Vice President of Citibank, N.A., a national banking association, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 10 day of November, 1998.



Notary Public

My commission expires: 4/8/2001

DOT MORGAN
Notary Public, State of New York
No. 01M05058313
Qualified in New York County
Commission Expires April 8, 2000

**SCHEDULE A
TRADEMARKS**

TRADEMARK	REG. OR APP. NUMBER	REG. OR APP. DATE	OWNER
LOS ANGELES RAMS CHEERLEADERS	1,428,796	2/10/87	Los Angeles Rams Football Company
7 and Design	1,228,986	3/01/83	St. Louis Rams Partnership
7 and Design	1,217,887	11/23/82	St. Louis Rams Partnership
RAMS	971,048	10/16/73	St. Louis Rams Partnership
LOS ANGELES RAMS	971,047	10/16/73	St. Louis Rams Partnership
DESIGN ONLY	971,046	10/16/73	St. Louis Rams Partnership
DESIGN ONLY	969,844	10/02/73	St. Louis Rams Partnership
ST. LOUIS RAMS CHEERLEADERS	75-138,492	7/23/96	St. Louis Rams Partnership
ST. LOUIS RAMS	74-706,358	4/26/95	St. Louis Rams Partnership
ST. LOUIS RAMS	74-666,082	4/26/95	Los Angeles Rams Football Company
ST. LOUIS RAMS	74-666,081	4/26/95	St. Louis Rams Partnership