



01-06-1999



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U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

12/23/98

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### 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
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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/AKATA

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.)

FOR OFFICE USE ONLY

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

TRADEMARK  
REEL: 1835 FRAME: 0766

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="1,882,586"/>	<input type="text" value="1,810,711"/>	<input type="text" value="1,807,451"/>
<input type="text" value="1,679,687"/>	<input type="text" value="1,217,890"/>	<input type="text" value="1,217,889"/>
<input type="text" value="1,163,692"/>	<input type="text" value="1,101,759"/>	<input type="text" value="733,575"/>

**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

12/21/98

Name of Person Signing

Signature

Date Signed

**SCHEDULE E**  
to  
Security Agreement  
dated as of November 12, 1998  
by Chargers Football Company  
in favor of  
NationsBank, N.A., as Collateral Agent

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

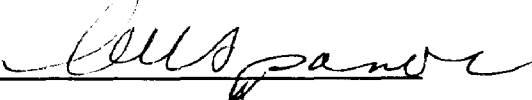
Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998 (the "Security Agreement"), by and among Chargers Football Company (the "Borrower"), Alex G. Spanos ("Spanos") and NationsBank, N.A., acting as collateral agent for the Purchasers, the Bank Investors and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Collateral Agent") the Borrower and Spanos have granted to the Collateral Agent 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 and applications shown on the attached Schedule A hereto.

The security interest in and to and right of set-off against the attached trademarks and service marks and trademark and service mark registrations and application 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. In the event an irreconcilable conflict between the terms of the Security Agreement and the terms of this Notice of Conditional Assignment and Grant of Security Interest in Trademarks this Notice shall control.

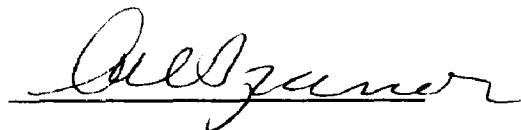
Very truly yours,

CHARGERS FOOTBALL COMPANY

By: Alexander G. Spanos,  
General Partner

By: 

ALEX G. SPANOS, in his individual capacity



Acknowledged and Accepted:

NATIONSBANK, N.A.  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

The security interest in and to and right of set-off against the attached trademarks and service marks and trademark and service mark registrations and application 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. In the event an irreconcilable conflict between the terms of the Security Agreement and the terms of this Notice of Conditional Assignment and Grant of Security Interest in Trademarks this Notice shall control.

Very truly yours,

CHARGERS FOOTBALL COMPANY

By: Alexander G. Spanos,  
General Partner

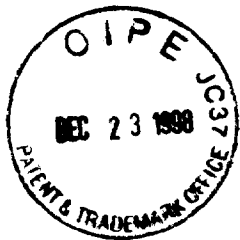
By: \_\_\_\_\_

By: \_\_\_\_\_  
ALEX G. SPANOS

Acknowledged and Accepted:

NATIONSBANK, N.A.  
as Collateral Agent

By: W. Elliott McCabe  
Name: W. ELLIOTT McCABE  
Title: SENIOR VICE PRESIDENT



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Certificate of Express Mail under 37 CFR 1.10

Attorney Ref. No.: 401530 / 174  
Trademark: ~~See~~ See Recordation Form  
Title of Paper: Security Agreement  
"Express Mail" Label No. EL246916916 US  
Date of Deposit: December 23, 1998

I hereby certify that the foregoing is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

*Francis Hsueh*

Francis Hsueh

*Francis Hsueh*

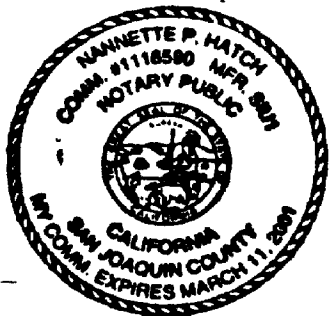
(Signature)

STATE OF CA.

COUNTY OF SAN JOAQUIN

I, Nannette P. Hatch, a Notary Public of the County and State aforesaid, certify that ~~Alexander E. Spanos~~ personally came before me this day and acknowledged that (s)he is Gen. Partner of Chargers Football Company, a California limited partnership, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as Gen. Partner.

WITNESS my hand and official stamp or seal, this 10 day of November, 1998.



Nannette P. Hatch  
Notary Public

My Commission Expires:

3/11/01  
(Notary Seal)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that (s)he is [\_\_\_\_\_] of NationsBank, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/her in its name as \_\_\_\_\_

WITNESS my hand and official stamp or seal, this \_\_\_\_\_ day of November, 1998.

\_\_\_\_\_  
Notary Public

My Commission Expires:

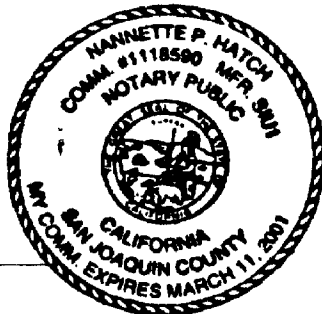
\_\_\_\_\_  
(Notary Seal)

STATE OF CA.

COUNTY OF SAN JOAQUIN

I, Nannette P. Hatch, a Notary Public of the County and State aforesaid, certify that Alex G. Spanos personally came before me this day and acknowledged that he is Alex G. Spanos and the foregoing instrument was signed by him in his name.

WITNESS my hand and official stamp or seal, this 10 day of November, 1998.



Nannette P. Hatch  
Notary Public

My Commission Expires:

3/11/01  
(Notary Seal)



## SCHEDULE A

### V. FEDERAL REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
SAN DIEGO CHARGERS	1,882,586	3/07/95	Chargers Football Company
DESIGN ONLY	1,810,711	12/14/93	Chargers Football Company
SAN DIEGO CHARGERS	1,807,451	11/30/93	Chargers Football Company
CHARGER GIRLS	1,679,687	3/17/92	Chargers Football Company
7 and Design	1,217,890	11/23/82	Chargers Football Company
7 and Design	1,217,889	11/23/82	Chargers Football Company
CHARGERS POWERLINE and Design	1,163,692	8/04/81	Chargers Football Company
DESIGN ONLY	1,101,759	9/05/78	Chargers Football Company
CHARGERS (Stylized Letters)	733,575	6/26/62	Chargers Football Company

### VI. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DESIGN ONLY	Florida	T95,124	1/13/95	Chargers Football Company
CHARGERS (Stylized Letters)	Florida	T95,123	1/13/95	Chargers Football Company
CHARGERS	Florida	T95,122	1/13/95	Chargers Football Company
DESIGN ONLY	Florida	T95,121	1/13/95	Chargers Football Company
SAN DIEGO CHARGERS and Design	Florida	T95,120	1/13/95	Chargers Football Company
DESIGN ONLY	Florida	T95,119	1/13/95	Chargers Football Company
WE'RE BACK BOLTERGEIST SAN DIEGO CHARGERS and Design	California	99,896	3/02/95	Alex G. Spanos DBA Chargers Football Company
THE BOLT IS BACK! SAN DIEGO CHARGERS and Design	California	97,351	3/17/93	Alex G. Spanos DBA Chargers Football Company
CHARGERS (Stylized Letters)	California	27,035	6/2/86	Alex G. Spanos DBA Chargers Football Company
DESIGN ONLY	California	27,004	6/02/86	Alex G. Spanos DBA Chargers Football Company
GET CHARGED UP (Block Letters)	California	25,141	11/26/85	Chargers Football Company
TURN ON THE POWER (Stylized Letters)	California	8,551	8/21/79	Alex G. Spanos DBA Chargers Football Company
CHARGER POWER (Stylized Letters)	California	8,550	8/21/79	Alex G. Spanos DBA Chargers Football Company
CHARGERS POWERLINE (Stylized Letters)	California	8,549	8/21/79	Alex G. Spanos DBA Chargers Football Company
SAN DIEGO CHARGERS	California	4,993	12/13/76	Alex G. Spanos DBA Chargers Football Company

**VII. CANADIAN REGISTRATIONS**

<b>MARK</b>	<b>REG. / APP. NO.</b>	<b>REG. / APP. DATE</b>	<b>RECORD OWNER</b>
SAN DIEGO CHARGERS	TMA249,233	8/08/80	Chargers Football Company
CHARGERS and Design	TMA335,427	12/18/87	Chargers Football Company
CHARGERS	TMA474,824	4/16/97	Chargers Football Company
CHARGERS and Design	TMA249,232	8/08/80	Chargers Football Company
DESIGN ONLY	TMA249,241	8/08/80	Chargers Football Company

221464.04-New YorkS7A

**RECORDED: 12/23/1998****TRADEMARK  
REEL: 1835 FRAME: 0775**