

Form PTO-1594  
(rev 06/04)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U. S. Department of Commerce  
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**

The St. Louis Rams Partnership

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation  
 Other

Citizenship Delaware

Execution Date(s) November 5, 2004

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and Address of receiving party(ies)**

Additional name(s) & address(es) attached?  Yes  No

Name: Bank of America, N.A.

Internal Address: 100 North Tryon Street

Street Address: \_\_\_\_\_

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

Association – Citizenship \_\_\_\_\_

General Partnership – Citizenship \_\_\_\_\_

Limited Partnership – Citizenship \_\_\_\_\_

Corporation – Citizenship \_\_\_\_\_

Other National Banking Association

Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

Assignment  Merger  
 Security Agreement  Change of Name  
 Government Interest Assignment

Other: **Notice of Grant of Security Interest in Trademarks**

**4. Application number(s) or registration number(s):**

A. Trademark Application No(s).

**76611873    76611872    76611827**  
**76611826    76611825**

B. Trademark Registration No(s).

**2452785    2808932    2565679**  
**2836734    2541067    2443393**  
**2592107    1889818    1861767**  
**969844    971047    971046**

Additional numbers attached?  Yes  No

**5. Name and address of party to whom correspondence concerning document should be mailed:**

Kenneth A. Rubenstein, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-4188  
Fax: (917) 777-4188  
krubenst@skadden.com

**6. Total number of applications and registrations involved:**

17

**7. Total fee (37 CFR 1.21(h) and 3.41) \$ 440**

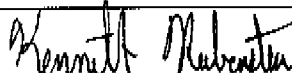
All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. 401530/249)

**8. Payment Information**

Deposit Account No. 19-2385

Authorized user Name: **Faith C. Robinson**

**9. Signature.**



Signature

November 23, 2004

Date

Kenneth A. Rubenstein, Esq.

Name of Person Signing

Total number of pages including cover sheet, and documents:

7

CH \$440.00 192385 76611873

NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

WHEREAS, pursuant to a Security Agreement (the "Original Agreement"), dated as of November 12, 1998 by and between The St. Louis Rams Partnership, a Delaware general partnership (the "Assignor"), and Bank of America, N.A.(as successor to NationsBank, N.A.), acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has assigned and granted to the Assignee 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 applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of November 5, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"; together with the Original Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (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 a right of setoff against any and all right, title and interest of the Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement).

NOW THEREFORE, please be advised that:

1) Pursuant to the Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against,

Very truly yours,


THE ST. LOUIS RAMS PARTNERSHIP  
A Delaware general partnership

By: The Rams Football Company, Inc.,  
a Delaware corporation,  
its Managing Partner

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

Acknowledged and Accepted:


BANK OF AMERICA, N.A.  
as Collateral Agent

By:   
Name: Wm. Elliott McCabe  
Title: Managing Director

Very truly yours,

THE ST. LOUIS RAMS PARTNERSHIP  
A Delaware general partnership

By: The Rams Football Company, Inc.,  
a Delaware corporation,  
its Managing Partner

By:   
Name: JEFF BREWER  
Title: TREASURER

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

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

STATE OF California

COUNTY OF Orange

I, Bruce A. Hypolite, a Notary Public of the County and State aforesaid, certify that Jeff Brewer, personally came before me this day and acknowledged that (s)he is Treasurer of St. Louis Rams Partnership, a Delaware general 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 Treasurer.

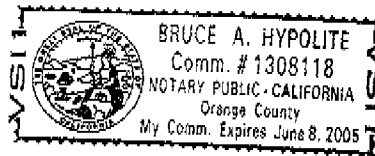
WITNESS my hand and official stamp or seal, this 4th day of November, 2004.

Bruce A. Hypolite  
Notary Public

My Commission Expires:

6-8-05

(Notary Seal)



**SCHEDULE A****I. FEDERAL TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>RECORD OWNER</b>
03 and Design	76-611,873	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
03 and Design	76-611,872	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	76-611,827	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	76-611,826	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
ST. LOUIS RAMS (Stylized Letters)	76-611,825	9/17/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
ST. LOUIS RAMS CHEERLEADERS	2,452,785	5/22/01	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	2,808,932	1/27/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	2,565,679	4/30/02	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	2,836,734	4/27/04	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.

DESIGN ONLY	2,541,067	2/19/02	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
DESIGN ONLY	2,443,393	4/10/01	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
R (Stylized Letters)	2,592,107	7/09/02	St. Louis Rams Partnership & St. Louis Rams Football Company, Inc.
LOS ANGELES RAMS	1,889,818	4/18/95	St. Louis Rams Partnership
DESIGN ONLY	1,861,767	11/08/94	St. Louis Rams Partnership
DESIGN ONLY	969,844	10/02/73	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