

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):**

Chargers Football Company, LLC

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation  
 Other: Limited Liability Company  
Citizenship California  
Execution Date(s) November 21, 2005

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: Bank of America Corporate Ctr.  
Street Address: 100 North Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 29255

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

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

A. Trademark Application No(s).

**76450319**

B. Trademark Registration No(s).

**2956462 2914142 2914141**  
**2808017 1810711 1807451**  
**1679687 1217890 1217889**  
**1101759 733575**

Additional numbers attached?  Yes  No

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

Matthew B. Fagin, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER  
& FLOM LLP  
Four Times Square  
New York, New York 10036  
Tel: (212) 735-2432  
Fax: (917) 777-2432  
mfagin@skadden.com

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

12

**7. Total fee (37 CFR 1.21(h) and 3.41) \$315**

All fees and any deficiencies are authorized to be charged to Deposit Account  
(Our Ref. 401530/248)

**8. Payment Information**

Deposit Account No. 19-2385

Authorized user Name: Faith C. Robinson

**9. Signature.**

  
Signature

December 15, 2005

Date

Matthew B. Fagin, Esq.  
Name of Person Signing

Total number of pages including cover sheet, and documents:

9

CH \$315.00 192385 76450319

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 CHARGERS FOOTBALL COMPANY, LLC (as successor to Chargers Football Company), a California limited liability company (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"), and further amended pursuant to a Master Amendment to Amended and Restated Security Agreements and Security Agreement, dated as of November 21, 2005 among each of the Participating Clubs (as defined therein), including the Assignor, and the Assignee (the "Master Amendment"); together with the Original Agreement, and the Amended and Restated 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, 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 (as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and

2) The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights 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.

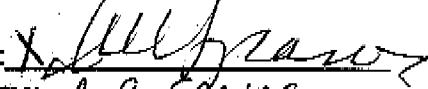
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

CHARGERS FOOTBALL COMPANY.  
LLC

By: Chargers Enterprises, LLC, its  
Manager

By: A.G. Spanos, Trustee of the Alex  
and Faye Spanos Family Trust,  
UA Dated January 27, 1998, its  
Sole Member

By:   
Name: A.G. SPANOS  
Title: MEMBER

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

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

Very truly yours,

CHARGERS FOOTBALL COMPANY.  
LLC

By: Chargers Enterprises, LLC, its  
Manager

By: A.G. Spanos, Trustee of the Alex  
and Faye Spanos Family Trust,  
UA Dated January 27, 1998, its  
Sole Member

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

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

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

STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

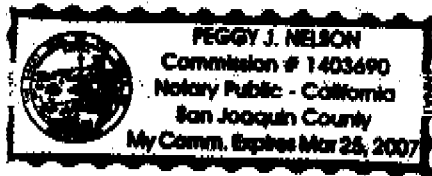
I, PEGGY J. NELSON, a Notary Public of the County and State aforesaid, certify that A.G. SPANOS, personally came before me this day and acknowledged that (s)he is MEMBER of Chargers Football Company, LLC, a California limited liability company, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as MEMBER.

WITNESS my hand and official stamp or seal, this 9TH day of November, 2005.

P. Nelson  
Notary Public

My Commission Expires:

3-25-07  
(Notary Seal)



**SCHEDULE A**

**United States, State and Canadian Trademark  
Registrations and Applications for the  
SAN DIEGO CHARGERS**

**I. FEDERAL REGISTRATIONS**

<b>MARK</b>	<b>REG. NO (APP. NO.)</b>	<b>REG. DATE (APP. DATE)</b>	<b>RECORD OWNER</b>
DESIGN ONLY	2,956,462 (76-450,322)	5/31/05 (9/17/02)	Chargers Football Company, LLC
SAN DIEGO CHARGERS	2,914,142 (76-450,708)	12/28/04 (9/17/02)	Chargers Football Company, LLC
CHARGERS	2,914,141 (76-450,321)	12/28/04 (9/17/02)	Chargers Football Company, LLC
THUNDER ZONE	2,808,017	1/27/04	Chargers Football Company, LLC
CHARGERS POWERLINE	(76-450,319)	(9/17/02)	Chargers Football Company, LLC
DESIGN ONLY	1,810,711	12/14/93	Chargers Football Company, LLC
SAN DIEGO CHARGERS	1,807,451	11/30/93	Chargers Football Company, LLC
CHARGER GIRLS	1,679,687	3/17/92	Chargers Football Company, LLC
7 and Design	1,217,890	11/23/82	Chargers Football Company, LLC
7 and Design	1,217,889	11/23/82	Chargers Football Company, LLC
DESIGN ONLY	1,101,759	9/05/78	Chargers Football Company, LLC
CHARGERS (Stylized Letters)	733,575	6/26/62	Chargers Football Company, LLC

## II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER(S)
DESIGN ONLY	Florida	T95,124	1/13/95	Chargers Football Company, LLC
CHARGERS (Stylized Letters)	Florida	T95,123	1/13/95	Chargers Football Company, LLC
CHARGERS	Florida	T95,122	1/13/95	Chargers Football Company, LLC
DESIGN ONLY	Florida	T95,121	1/13/95	Chargers Football Company, LLC
SAN DIEGO CHARGERS and Design	Florida	T95,120	1/13/95	Chargers Football Company, LLC
WE'RE BACK BOLTERGEIST SAN DIEGO CHARGERS and Design	California	99,896	3/02/95	Alex G. Spanos D/B/A Chargers Football Company
CHARGERS (Stylized Letters)	California	27,035	6/2/86	Alex G. Spanos D/B/A Chargers Football Company
DESIGN ONLY	California	27,004	6/02/86	Alex G. Spanos D/B/A Chargers Football Company
GET CHARGED UP (Block Letters)	California	25,141	11/26/85	Chargers Football Company
CHARGER POWER (Stylized Letters)	California	8,550	8/21/79	Alex G. Spanos D/B/A Chargers Football Company, LLC ???
SAN DIEGO CHARGERS	California	4,993	12/13/76	Chargers Football Company
HIGH BOLTAGE	California	110,648	1/21/05	Chargers Football Company LLC

## III. CANADIAN REGISTRATIONS

MARK	REG. NO.	REG. DATE	RECORD OWNER
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

#### IV. U.S. COPYRIGHT REGISTRATIONS AND APPLICATIONS

None