

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks and Copyrights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Chargers Football Company, LLC		10/31/2008	LIMITED LIABILITY COMPANY: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	Bank of America Corporate Center, 100 N. Tryon Street
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Registration Number:	3206203	
Registration Number:	3206200	SAN DIEGO CHARGERS
Registration Number:	2956462	
Registration Number:	2914142	SAN DIEGO CHARGERS
Registration Number:	2914141	CHARGERS
Registration Number:	2808017	THUNDER ZONE
Registration Number:	1810711	
Registration Number:	1807451	SAN DIEGO CHARGERS
Registration Number:	1679687	CHARGER GIRLS
Registration Number:	1217890	7
Registration Number:	1217889	7
Registration Number:	1101759	
Registration Number:	733575	CHARGERS
Serial Number:	77133995	07

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Serial Number:	77133993	07
Serial Number:	77130823	07
Serial Number:	77130777	07
Serial Number:	77130767	07
Serial Number:	77133997	07

**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

Address Line 1: Four Times Square

Address Line 2: Attn: Matthew Fagin, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401530/252
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	11/05/2008

**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:

WHEREAS, pursuant to an Amended and Restated Security Agreement (the "Original Agreement"), dated as of November 5, 2004 by and between Chargers Football Company, LLC, a California limited liability company (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Secured Parties (as defined in the Original 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 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 a Second Amended and Restated Security Agreement, dated as of October 31, 2008, by and between the Borrower and the Collateral Agent (the "Amended and Restated Agreement"; together with the Original Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Borrower granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and 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 a 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, Trade Names and Copyrights (each as defined in the Amended and Restated Agreement).

NOW THEREFORE, please be advised that:

1) Pursuant to the Amended and Restated Agreement, the Borrower has granted (and confirmed and reaffirmed its grant under the Original Agreement) 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 Amended and Restated Security Agreement), including, without limitation, the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto.

2) 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.

Very truly yours,

CHARGERS FOOTBALL COMPANY,  
LLC

By: 

Name: DEAN A. SPINOS  
Title: MANAGER

Acknowledged and Accepted:

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

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

Name:

Title:

the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement.

Very truly yours,

CHARGERS FOOTBALL COMPANY,  
LLC

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

Name:

Title:

Acknowledged and Accepted:

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

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

Name: William Elliot McCabe

Title: Managing Director

STATE OF CALIFORNIA  
COUNTY OF San Diego

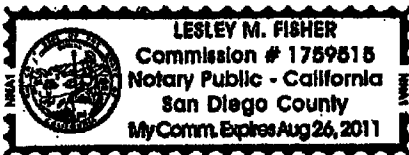
On October 29, 2008 before me, Lesley M. Fisher,  
Notary Public, personally appeared Dean A. Spanos,  
who proved to me on the basis of satisfactory evidence to be the person whose name is  
subscribed to the within instrument and acknowledged to me that he executed the same in  
his authorized capacity, 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  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature



**SCHEDULE A**

**CHARGERS FOOTBALL COMPANY, LLC**

**I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>TRADEMARK</b>	<b>REG. NO. (APP. NO)</b>	<b>REG. DATE (APP. DATE)</b>	<b>OWNER</b>
07 and Design	(77/133,995)	(3/19/2007)	Chargers Football Company, LLC (California Limited Liability Corp)
07 and Design	(77/133,993)	(3/19/2007)	Chargers Football Company, LLC (California Limited Liability Corp)
07 and Design	(77/130,823)	(3/14/2007)	Chargers Football Company, LLC (California Limited Liability Corp)
07 and Design	(77/130,777)	(3/14/2007)	Chargers Football Company, LLC (California Limited Liability Corp)
07 and Design	(77/130,767)	(3/14/2007)	Chargers Football Company, LLC (California Limited Liability Corp)
DESIGN ONLY	3,206,203	2/6/2007	Chargers Football Company, LLC (California Limited Liability Corp)
DESIGN ONLY	(77/133,997)	(3/19/2007)	Chargers Football Company, LLC (California Limited Liability Corp)
SAN DIEGO CHARGERS	3,206,200	2/6/2007	Chargers Football Company, LLC (California Limited Liability Corp)
DESIGN ONLY	2,956,462	5/31/2005	Chargers Football Company, LLC (California Limited Liability Corp)
SAN DIEGO CHARGERS	2,914,142	12/28/2004	Chargers Football Company, LLC (California Limited Liability Corp)
CHARGERS	2,914,141	12/28/2004	Chargers Football Company, LLC (California Limited Liability Corp)
THUNDER ZONE	2,808,017	1/27/2004	Chargers Football Company, LLC (California Limited Liability Corp)
DESIGN ONLY	1,810,711	12/14/93	Chargers Football Company, LLC (California Limited Liability Corp)

TRADEMARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)	OWNER
SAN DIEGO CHARGERS	1,807,451	11/30/93	Chargers Football Company, LLC (California Limited Liability Corp)
CHARGER GIRLS	1,679,687	3/17/92	Chargers Football Company, LLC (California Limited Liability Corp)
7 and Design	1,217,890	11/23/82	Chargers Football Company, LLC (California Limited Liability Corp)
7 and Design	1,217,889	11/23/82	Chargers Football Company, LLC (California Limited Liability Corp)
DESIGN ONLY	1,101,759	9/05/78	Chargers Football Company, LLC (California Limited Liability Corp)
CHARGERS (Stylized Letters)	733,575	6/26/62	Chargers Football Company, LLC (California Limited Liability Corp)

II. UNITED STATES COPYRIGHT REGISTRATIONS

None.