

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chargers Football Company, LLC		04/08/2010	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 North Tryon Street
Internal Address:	BANK OF AMERICA CORPORATE CENTER
City:	New York
State/Country:	NEW YORK
Postal Code:	28255
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1217890	7
Registration Number:	1217889	7
Registration Number:	3633607	07
Registration Number:	3633606	07
Registration Number:	3623496	07
Registration Number:	3623495	07
Registration Number:	3623494	07
Registration Number:	3633608	07
Registration Number:	2914141	CHARGERS
Registration Number:	733575	CHARGERS
Registration Number:	1679687	CHARGER GIRLS
Registration Number:	1101759	
Registration Number:	1810711	

CH \$540.00 1217890

Registration Number:	3206203	
Registration Number:	2956462	
Serial Number:	77636619	
Registration Number:	3657269	
Registration Number:	3206200	SAN DIEGO CHARGERS
Registration Number:	2914142	SAN DIEGO CHARGERS
Registration Number:	1807451	SAN DIEGO CHARGERS
Registration Number:	2808017	THUNDER ZONE

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 LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Matthew Fagin, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401530/0374
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	05/03/2010

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:

Please be advised that pursuant to an Amended and Restated Security Agreement, dated as of April 8, 2010, (as such Amended and Restated Security Agreement may be amended, modified, supplemented or restated, the "*Security Agreement*"), 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 Security 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 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 Security Agreement), including, without limitation, the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto.

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.

Notwithstanding the foregoing, no security interest shall be granted or attach hereunder with respect to any Trademark or Trade Name applications filed in the United States Patent and Trademark Office on the basis of the Borrower's intent to use any such Trademark or Trade Name pursuant to U.S.C. § 1051 Section 1(b), unless and until such Trademark or Trade Name is used in interstate commerce, at which point the security interest granted hereunder shall attach to such application; *provided*, that, the foregoing exclusion shall apply only to the extent that granting a lien in such application prior to such use would adversely affect the enforceability or validity of such application.

Very truly yours,

CHARGERS FOOTBALL COMPANY,
LLC

By: 

Name: *Dean A. Spafas*

Title: *Manager*

Acknowledged and Accepted:

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

By: _____

Name: _____

Title: _____

[Notice of IP Grant]

STATE OF California)
) SS
COUNTY OF San Diego)

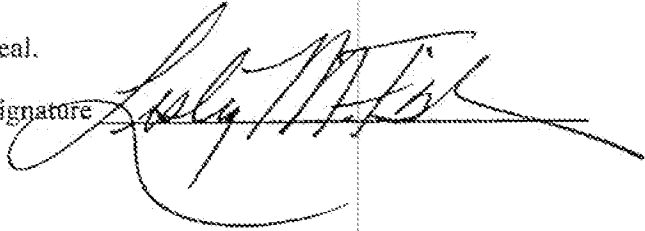
On April 2, 2010 before me, Lesley M. Fisher,
Notary Public, personally appeared Dean A. Spanos, who
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to
the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that 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.

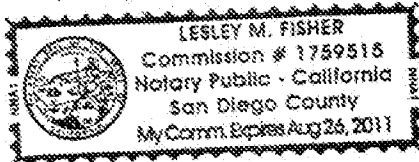
Witness my hand and official seal.

(Seal)

Signature



(Notary Seal)



Very truly yours,

CHARGERS FOOTBALL COMPANY,
LLC

By: _____

Name:

Title:

Acknowledged and Accepted:

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

By:  _____

Name: Stephen Vogel

Title: Vice President

[Notice of IP Grant]

SCHEDULE A

**UNITED STATES TRADEMARK
REGISTRATIONS AND APPLICATIONS FOR
Chargers Football Company, LLC**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
U.S.	7 and Design	1,217,890	11/23/82	Chargers Football Company, LLC
U.S.	7 and Design	1,217,889	11/23/82	Chargers Football Company, LLC
U.S.	07 and Design	3,633,607	6/9/2009	Chargers Football Company, LLC
U.S.	07 and Design	3,633,606	6/9/2009	Chargers Football Company, LLC
U.S.	07 and Design	3,623,496	5/29/2009	Chargers Football Company, LLC
U.S.	07 and Design	3,623,495	5/19/2009	Chargers Football Company, LLC
U.S.	07 and Design	3,623,494	5/19/2009	Chargers Football Company, LLC
U.S.	07 and Design	3,633,608	6/9/2009	Chargers Football Company, LLC
U.S.	CHARGERS	2,914,141	12/28/2004	Chargers Football Company, LLC
U.S.	CHARGERS (Stylized Letters)	733,575	6/26/62	Chargers Football Company, LLC
U.S.	CHARGER GIRLS	1,679,687	3/17/92	Chargers Football Company, LLC
U.S.	CHARGER POWER	8,550	8/21/1979	Chargers Football Company, LLC
U.S.	DESIGN ONLY	1,101,759	9/05/78	Chargers Football Company, LLC
U.S.	DESIGN ONLY	1,810,711	12/14/93	Chargers Football Company, LLC
U.S.	DESIGN ONLY	3,206,203	2/6/2007	Chargers Football Company, LLC
U.S.	DESIGN ONLY	2,956,462	5/31/2005	Chargers Football Company, LLC
U.S.	DESIGN ONLY	(77/636,619)	12/19/2008	Chargers Football Company, LLC
U.S.	DESIGN ONLY	3,657,269	7/21/2009	Chargers Football Company, LLC
U.S.	SAN DIEGO CHARGERS	3,206,200	2/6/2007	Chargers Football Company, LLC
U.S.	SAN DIEGO CHARGERS	2,914,142	12/28/2004	Chargers Football Company, LLC
U.S.	SAN DIEGO CHARGERS	1,807,451	11/30/93	Chargers Football Company, LLC

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
U.S.	THUNDER ZONE	2,808,017	1/27/2004	Chargers Football Company, LLC

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None