

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

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

**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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- 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

FORM PTO-1618B
Expires 06/30/99
OMB 0551-0027

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

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)			Registration Number(s)		
<input type="text" value="76024377"/>	<input type="text" value="76024376"/>	<input type="text" value="76024375"/>	<input type="text" value="1854605"/>	<input type="text" value="1887084"/>	<input type="text" value="1534702"/>
<input type="text" value="72261748"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1534701"/>	<input type="text" value="1079540"/>	<input type="text" value="992211"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="992210"/>	<input type="text" value="850007"/>	<input type="text" value="850006"/>

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.

Kenneth A. Rubenstein

1/29/01

Name of Person Signing

Signature

Date Signed

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 15, 2000 (the "Security Agreement"), by and among New Orleans Louisiana Saints Limited Partnership (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Purchasers, the Bank Investors, Kitty Hawk 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 has 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,

NEW ORLEANS LOUISIANA SAINTS LIMITED PARTNERSHIP

By: Benson Football, Inc., a Texas Corporation
General Partner

By: 

Acknowledged and Accepted:

BANK OF AMERICA, 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.

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Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

By:



Name:
Title:

BRIAN D. KRUM
VICE PRESIDENT

SCHEDULE A

I. UNITED STATES TRADEMARK REGISTRATIONS

MARK	REG. NO. (S.E.)	REG. DATE (S.E.) DATE	REG. OWNER
MARCH WITH US	(76-024,377)	(4/12/2000)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
MARCH WITH US	(76-024,376)	(4/12/2000)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
MARCH WITH US	(76-024,375)	(4/12/2000)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
Design Only	1,854,605 (74-309,394)	9/20/1994 (8/31/1992)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
NEW ORLEANS SAINTS	1,887,084 (74-309,393)	4/4/1995 (8/31/1992)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
7 and Design	1,534,702 (73-687,675)	4/11/1989 (10/2/1987)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
7 and Design	1,534,701 (73-687,674)	4/11/1989 (10/2/1987)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
SAINTS Stylized Letters	1,079,540 (73-107,886)	12/13/1977 (11/26/1976)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
Design Only	992,211 (72-436,254)	8/27/1974 (9/21/1972)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
Design Only	992,210 (72-436,253)	8/27/1974 (9/21/1972)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
SAINTS and Design	850,007 (72-270,255)	5/28/1968 (4/28/1967)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
SAINTS and Design	850,006 (72-267,971)	5/28/1971 (3/30/1967)	New Orleans Louisiana Saints Limited Partnership (Texas LP)
NEW ORLEANS SAINTS	844,767 (72-261,748)	2/20/1968 (12/30/1966)	New Orleans Louisiana Saints Limited Partnership (Texas LP)

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	REG. OWNER(S)
SAINTS Stylized Letters	Texas	47,933	8/21/1987	New Orleans Louisiana Saints Limited Partnership (LP)
SAINTS and Design	Texas	47,932	8/21/1987	New Orleans Louisiana Saints Limited Partnership (LP)
NEW ORLEANS SAINTS	Texas	47,931	8/21/1987	New Orleans Louisiana Saints Limited Partnership (LP)
Design Only	Texas	47,669	8/20/1987	New Orleans Louisiana Saints Limited Partnership (LP)
SAINTS and Design	Louisiana	44-2280 (Renewal)	11/29/1976	New Orleans Louisiana Saints Limited Partnership (LP)
Design Only	Louisiana	330,136	2/3/1975	New Orleans Louisiana Saints Limited Partnership (LP)
WHO DAT! and Design	Louisiana	(not available)	5/11/1988	New Orleans Louisiana Saints Limited Partnership (LP)
THE SAINTSATIONS	Louisiana	(not available)	5/11/1988	New Orleans Louisiana Saints Limited Partnership (LP)
WHO DAT	Louisiana	(not available)	4/8/1988	New Orleans Louisiana Saints Limited Partnership (LP)
NEW ORLEANS SAINTS ANGELS, INC. and Design	Louisiana	402,035 50-1482 (Renewal)	11/12/1982	New Orleans Louisiana Saints Limited Partnership (LP)
NEW ORLEANS SAINTS ANGELS, INC. and Design	Louisiana	402,034 50-1486 (Renewal)	11/12/1982	New Orleans Louisiana Saints Limited Partnership (LP)
NEW ORLEANS SAINTS ANGELS, INC. and Design	Louisiana	401,321 50-1484 (Renewal)	7/22/1982	New Orleans Louisiana Saints Limited Partnership (LP)
SAINTS and Design	Louisiana	44-2279 (Renewal)	11/29/1976	New Orleans Louisiana Saints Limited Partnership (LP)
NEW ORLEANS SAINTS	Louisiana	330,135	2/3/1975	New Orleans Louisiana Saints Limited Partnership (LP)

III. CANADIAN REGISTRATIONS

MARK	REG. NO. APP. NO.	REG. DATE APP. DATE	RECORD OWNER'S
Design Only	TMA256,893 (363,292)	3/13/1981 (4/9/1973)	New Orleans Saints (LP)
SAINTS and Design	TMA256,894 (363,293)	3/13/1981 (4/9/1973)	New Orleans Saints (LP)
SAINTS and Design	TMA256,895 (363,294)	3/13/1981 (4/9/1973)	New Orleans Saints (LP)
NEW ORLEANS SAINTS	TMA256,887 (363,295)	3/13/1981 (4/9/1973)	New Orleans Saints (LP)
FLEUR DE LYS & Helmet; De- sign	TMA281,088 (468,399)	7/8/1983 (4/10/1981)	New Orleans Saints (Texas LP)
NEW ORLEANS SAINTS	(363,295)	(3/31/1999)	New Orleans Saints (LP)
Design Only	(897,547)	(11/26/1998)	New Orleans Saints (LP)
SAINTS and Design	(363,294)	(6/24/1981)	New Orleans Saints (LP)
NEW ORLEANS SAINTS	(363,295)	(6/24/1981)	New Orleans Saints (LP)