

RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Richardson Sports Limited Partnership <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Bank of America, N.A.</u> Internal Address: _____ Address: _____ Street Address: <u>Bank of America Corporate Center</u> <u>100 Tryon Street</u> City: <u>Charlotte</u> State: <u>NC</u> Zip: <u>29255</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>National Banking Association</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>April 15, 2002</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2130948 2129287 2120117 2010429 2233290</u> <u>2224986</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Maria Lijoi, Esq.</u> Internal Address: <u>Skadden, Arps, Slate</u> <u>Meagher & Flom LLP</u> Street Address: <u>Four Times Square</u> <div style="text-align: right;">10036</div> City: <u>New York</u> State: <u>NY</u> Zip: <u>6522</u>	6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41).....\$ <u>165.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>19-2385 [Our Ref: 401530/263]</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>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.</i> <u>Maria Lijoi</u> Name of Person Signing <u>Maria Lijoi</u> Signature <u>4/29/02</u> Date		

Total number of pages including cover sheet, attachments, and document:
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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 a Security Agreement, dated as of April 15, 2002 (the "Security Agreement"), by and among Richardson Sports 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 security interest in, and right of set off against, its trademarks, service marks and copyrights, including the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto. The Borrower 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, service marks and copyrights, including 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 set-off against the attached trademarks, service marks and copyrights, including the trademark, service mark and copyright registrations and applications, 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,

RICHARDSON SPORTS LIMITED
PARTNERSHIP

By: PFF, Inc.,
its general partner

By: *Jerome J. Richardson*
Name: Jerome J. Richardson
Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.
as Collateral Agent

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

State of North Carolina

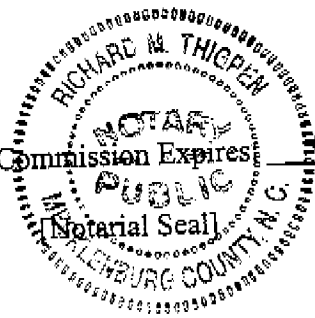
County of Mecklenburg

I, Richard M. Thigpen, a Notary Public of the County and State aforesaid, do hereby certify that Jerome J. Richardson personally appeared before me this day and acknowledged that he is the President of PFF, Inc., a North Carolina corporation that is the general partner of Richardson Sports Limited Partnership, a North Carolina limited partnership, and that by authority duly given, and as the act of the company, the foregoing instrument was signed by him in its name as President.

Witness my hand and official stamp or seal this 15th day of April, 2002.

[Signature]
Notary Public

My Commission Expires 4-6-06



STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Terry L. Witcher, a Notary Public of the County and State aforesaid, certify that Mr. Elliott McCabe, personally came before me this day and acknowledged that ~~he~~ she is a Managing Director of Bank of America, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/~~her~~ in its name as a Managing Director.

WITNESS my hand and official stamp or seal, this 16th day of April, 2002.

Terry L. Witcher
Terry L. Witcher, Notary Public

My Commission Expires:

September 1, 2004
(Notary Seal)

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

TRADEMARK	REG. NO. - (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
7 & DESIGN	2130948 (74/703286)	01/20/1998 (07/19/1995)	RICHARDSON SPORTS LIMITED PARTNERSHIP
7 & DESIGN	2129287 (74/703285)	01/13/1998 (07/19/1995)	RICHARDSON SPORTS LIMITED PARTNERSHIP
CAROLINA PANTHERS	2120117 (74/270164)	12/09/1997 (04/28/1992)	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	2010429 (74/449206)	10/22/1996 (10/21/1993)	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	2233290 (75/259804)	03/23/1999 (03/19/1997)	RICHARDSON SPORTS LIMITED PARTNERSHIP
PROWL TOWEL & DESIGN	2224986 (75/221652)	02/23/1999 (01/06/1997)	RICHARDSON SPORTS LIMITED PARTNERSHIP

II. STATE TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	STATE	REG. NO. - (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
CAROLINA PANTHERS	NORTH CAROLINA	10129	06/02/1992	RICHARDSON SPORTS LIMITED PARTNERSHIP
CAROLINA PANTHERS	NORTH CAROLINA	10128	06/02/1992	RICHARDSON SPORTS LIMITED PARTNERSHIP

TRADEMARK	STATE	REG. NO. (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
DESIGN ONLY	VIRGINIA	N/A	10/03/1996	RICHARDSON SPORTS LIMITED PARTNERSHIP

III. CANADIAN TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	REG. NO. (APP. NO.)	DATE OF REG (FILING DATE)	OWNER
CAROLINA PANTHERS	(0740328)	(10/29/1993)	RICHARDSON SPORTS LIMITED PARTNERSHIP
DESIGN ONLY	TMA476649 (0740359)	05/22/1997 (11/01/1993)	RICHARDSON SPORTS LIMITED PARTNERSHIP

IV. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

TITLE OF WORK	REG. NO.	REG. DATE	RECORD OWNER
STAND AND CHEER (FOR THE PANTHERS)	PAu2037834	08/14/1995	RICHARDSON SPORTS, LP