

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Buccaneers Limited Partnership

- Individual(s)
- General Partnership
- Corporation
- Other

Association

Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

**Bank of America, N.A.
Bank of America Corporate Center
100 North Tryon Street
Charlotte, NC 29255**

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation - _____

Other - **National Banking Association**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other

Merger

Change of Name

Execution Date: April 15, 2002

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1,224,588 1,224,589

Additional numbers attached? Yes No

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

**Maria Lijoi, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: **2**

7. Total fee (37 CFR 3.41) **\$65**

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Reference 401530/250)

8. Deposit Account No. **19-2385**


DO NOT USE THIS SPACE

9. 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.

Maria Lijoi

Name



Signature

May 16, 2002

Date

Total number of pages including cover sheet, attachments, and document: **9**

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 12, 1998, as amended by Amendment Number 1 to Security Agreement, dated as of April 15, 2002 (the "Security Agreement"), by and among Buccaneers 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 Amendment and 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 confirmed that it has granted a security interest in its trademarks and service marks, including the trademark and service mark registrations and applications shown on the attached Schedule A hereto, to the Collateral Agent and has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of set off against, and acknowledges and agrees 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 all Trademarks and Trade Names (as defined in the Security Agreement), including the trademark and service mark registrations and applications shown on the attached Schedule A hereto.

FROM HILL, WARD, HENDERSON, P, A.

(MON) 4. 15' 02 15:13/ST. 15:11/NO. 4260294909 P 4

The security interest in and to and right of set-off against the Borrower's right, title and interest in all Trademarks and Trade Names, including the trademark and service mark registrations and applications shown on the attached Schedule A hereto, 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,

BUCCANEERS LIMITED PARTNERSHIP, a Delaware limited partnership

By: Tampa Bay Broadcasting, Inc., a Delaware corporation, its general partner

By: *[Signature]*
Name: BRYAN BLAZER
Title: VICE PRESIDENT

(Corporate Seal)

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 Borrower's right, title and interest in all Trademarks and Trade Names, including the trademark and service mark registrations and applications shown on the attached Schedule A hereto, 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,

BUCCANEERS LIMITED PARTNERSHIP

By: Tampa Bay Broadcasting, Inc.,
its General Partner

Name: _____
Title: _____

Acknowledged and Accepted:

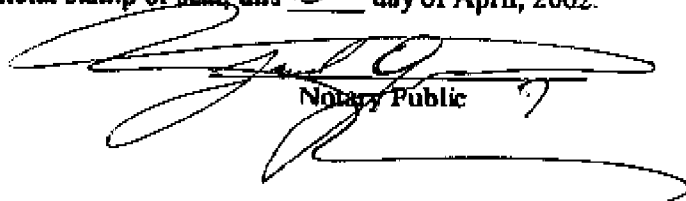
BANK OF AMERICA, N.A.,
as Collateral Agent

By: *Jeff Fricano*
Name: JEFF FRICANO
Title: Vice President

STATE OF Illinois
COUNTY OF Cook

I, Saul Gamboa, a Notary Public of the County and State aforesaid, certify that BRYAN GLAZER, personally came before me this day and acknowledged that (s)he is VICE PRESIDENT of Tampa Bay Broadcasting, Inc., the General Partner of the Buccaneers Limited Partnership, a Delaware limited partnership, and that by authority duly given and as the act of the corporation and the limited partnership, the foregoing instrument was signed by him/her in its name as VICE PRESIDENT.

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


Notary Public

My Commission Expires:

7-27-05
(Notary Seal)

OFFICIAL SEAL
SAUL GAMBOA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 27, 2005

SCHEDULE A

US Federal Trademark Registrations and Applications

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
7 and Design	1,244,588 (73-336,713)	1/18/1983 (11/12/1981)	Buccaneers Limited Partnership
7 and Design	1,244,589 (73-336,714)	1/18/1983 (11/12/1981)	Buccaneers Limited Partnership
97 and Design	2,290,940 (75-461,446)	11/9/1999 (4/2/1998)	Buccaneers Limited Partnership
97 and Design	2,290,939 (75-461,445)	11/9/1999 (4/2/1998)	Buccaneers Limited Partnership
BUCCANEERS	1,085,103 (73-123,354)	2/7/1978 (4/20/1977)	Buccaneers Limited Partnership
BUCS	1,091,109 (73-123,356)	5/9/1978 (4/20/1977)	Buccaneers Limited Partnership
DESIGN ONLY	2,357,954 (75-265,062)	6/13/2000 (3/27/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,202,177 (75-265,061)	11/3/1998 (3/27/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,203,286 (75-265,060)	11/10/1998 (3/27/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,202,176 (75-265,058)	11/3/1998 (3/27/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,203,282 (75-262,570)	11/10/1998 (3/21/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,204,474 (75-262,394)	11/17/1998 (3/21/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,202,167 (75-262,281)	11/3/1998 (3/21/1997)	Buccaneers Limited Partnership

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
DESIGN ONLY	2,257,645 (75-262,280)	6/29/1999 (3/21/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,203,281 (75-262,278)	11/10/1998 (3/21/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,357,953 (75-262,277)	6/13/2000 (3/21/1997)	Buccaneers Limited Partnership
DESIGN ONLY	2,203,280 (75-262,247)	11/10/1998 (3/21/1997)	Buccaneers Limited Partnership
DESIGN ONLY	1,080,614 (73-123,357)	12/27/1977 (4/20/1977)	Buccaneers Limited Partnership
DESIGN ONLY	1,085,720 (73-123,355)	2/14/1978 (4/20/1977)	Buccaneers Limited Partnership
PEWTER PARTNER	2,411,107 (75-487,202)	12/5/2000 (5/18/1998)	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	1,809,129 (74-310,190)	12/7/1993 (9/2/1992)	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	1,085,102 (73-123,353)	2/7/1978 (4/20/1977)	Buccaneers Limited Partnership

US State Trademark Registrations and Applications

Mark	State	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
BUCCANEER COVE	Florida	T,200,057	1/14/2000	Buccaneers Limited Partnership
A NEW DAY IN TAMPA BAY	Florida	T951157	9/19/1995	Buccaneers Limited Partnership
BUCCANEERS	Georgia	T18,436	1/19/2000	Buccaneers Limited Partnership

Mark	State	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
BUCS	Florida	917633	4/21/1997	Buccaneers Limited Partnership
DESIGN ONLY	Georgia	T 184,411	1/19/200	Buccaneers Limited Partnership
DESIGN ONLY	Georgia	T18,440	1/19/2000	Buccaneers Limited Partnership
DESIGN ONLY	Georgia	T18,443	1/19/2000	Buccaneers Limited Partnership
DESIGN ONLY	Georgia	T18,422	1/19/2000	Buccaneers Limited Partnership
DESIGN ONLY	Florida	916,765	8/10/1976	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	Georgia	T18,438	1/19/2000	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	Georgia	T18,439	1/19/2000	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	Georgia	T18,437	1/19/2000	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS and Design	Florida	916,764	8/10/1976	Buccaneers Limited Partnership

Canadian Trademark Registrations and Applications

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
BUCCANEERS	(0404,025)	(3/31/1999)	Buccaneers Limited Partnership
BUCCANEERS	TMA256,860 (0404,025)	3/31/1981 (11/8/1976)	Buccaneers Limited Partnership

Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
DESIGN ONLY	(0842,630)	4/18/1997	Buccaneers Limited Partnership
DESIGN ONLY	TMA256,832 (0404,031)	3/13/1981 (11/8/1976)	Buccaneers Limited Partnership
PIRATE'S HEAD and Design	TMA256,831 (0404,030)	3/13/1981 (11/8/1976)	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	(0404,026)	3/31/1999	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	TMA256,861 (0404,026)	3/13/1981 (11/8/1976)	Buccaneers Limited Partnership