

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): San Francisco Forty Niners, Limited <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership – California <input type="checkbox"/> Corporation <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) Bank of America, N.A. Bank of America Corporate Center 100 North Tryon Street Charlotte, North Carolina 28255 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other – National Banking Association <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>							
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other – Notice of Grant of Security Interest in Trademarks and Copyrights Execution Date: April 7, 2004								
4. Application number(s) or registration number(s):								
A. Trademark Application No(s). Please see attached <small>Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>	B. Trademark Registration No(s). Please see attached							
5. Name and address of party to whom correspondence concerning document should be mailed: Kenneth A. Rubenstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP Four Times Square New York, New York 10036	6. Total number of applications/registrations involved: 14 7. Total fee (37 CFR 3.41) \$365 <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 401530/247) 8. Deposit Account No. 19-2385							
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> <table style="width:100%; border: none;"> <tr> <td style="width:35%; border-bottom: 1px solid black; text-align: center;">Kenneth A. Rubenstein</td> <td style="width:30%; border-bottom: 1px solid black; text-align: center;"></td> <td style="width:35%; border-bottom: 1px solid black; text-align: center;">May 6, 2004</td> </tr> <tr> <td style="text-align: center;">Name</td> <td style="text-align: center;">Signature</td> <td style="text-align: center;">Date</td> </tr> </table>			Kenneth A. Rubenstein		May 6, 2004	Name	Signature	Date
Kenneth A. Rubenstein		May 6, 2004						
Name	Signature	Date						
Total number of pages including cover sheet, attachments, and document: 11								

CH \$365.00 192385 78319163

Page 2

CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
78319163	2189722
78319112	2189723
76271337	1810714
76271338	1809130
76271339	1318640
	1238824
	1238823
	1079541
	829949

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 a Security Agreement (the "Original Agreement"), dated as of November 12, 1998 by and between SAN FRANCISCO FORTY NINERS, LIMITED, a California limited partnership (the "Assignor") and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Original Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Assignee"), the Assignor has assigned and granted to the Assignee 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 applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto;

WHEREAS, the Original Agreement was amended and restated pursuant to an Amended and Restated Security Agreement, dated as of April 7, 2004 by and between the Assignor and the Assignee (the "Amended and Restated Agreement"; together with the Original Agreement and as further amended, restated or supplemented, the "Security Agreement"), wherein the Assignor granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and a right of setoff against, and acknowledged and agreed that the Assignee (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 Assignor, 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 Security Agreement, the Assignor has granted (and confirmed and reaffirmed its grant under the Original Agreement) to the Assignee for the ratable benefit of the Secured Parties a security interest in and right of set off against, and acknowledged and agreed that the Assignee (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 Assignor, whether now existing or hereafter acquired or arising, in and to the Trademarks, Trade Names and Copyrights (as defined in the Amended and Restated Agreement), including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights, and copyright registrations and applications shown on the attached Schedule A hereto; and

2) The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademarks and service marks, trademark and service mark registrations applications, copyrights 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

SAN FRANCISCO FORTY NINERS,
LIMITED
A Limited Partnership

By: San Francisco Forty Niners, LLC,
General Partner

By: *Timon M. Kaple*
Name: TIMON M. KAPLE
Title: TREASURER

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____
Name: _____
Title: _____

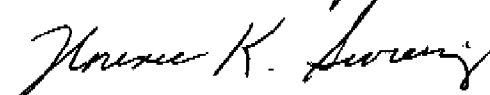
STATE OF OHIO

COUNTY OF MAHONING

I, Florence Swierz, a Notary Public of the County and State aforesaid, certify that Timon M. Kaple, personally came before me this day and acknowledged that he is Treasurer of San Francisco Forty Niners, LLC, an Ohio Limited Liability Company and that by authority duly given and as the act of the Limited Liability Company, the foregoing instrument was signed by him in its name as Treasurer.

WITNESS my hand and official stamp or seal, this 6th day of April, 2004.

FLORENCE K. SWIERZ
Notary Public - State of Ohio
My Commission Expires June 19, 2005
RECORDED IN MAHONING COUNTY



Notary Public

My Commission Expires:

(Notary Seal)

Very truly yours,

SAN FRANCISCO FORTY NINERS,
LIMITED
A Limited Partnership

By: San Francisco Forty Niners, LLC,
General Partner

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

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

Schedule A

United States, State and Canadian Trademark
Registrations and Applications for the
SAN FRANCISCO FORTY NINERS

I. FEDERAL REGISTRATIONS

MARK	REG. NO. (App. No.)	REG. DATE (App. Date)
FOOTBALL GUIDE	(78/319,163)	(10/27/03)
PROJECT FUEL	(78/319,112)	(10/27/03)
GOLDMINE	(76/271,337)	(6/13/01)
GOLDMINE	(76/271,338)	(6/13/01)
GOLDMINE	(76/271,339)	(6/13/01)
7 SF & Design (Uniform)	2,189,722	9/15/98
7 SF & Design (Uniform)	2,189,723	9/15/98
SAN FRANCISCO 49ERS	1,810,714	12/14/93
SF & Design	1,809,130	12/7/93
NINERS	1,318,640	2/5/85
7 & Design (Uniform)	1,238,824	5/17/83
7 & Design (Uniform)	1,238,823	5/17/83
SF (Stylized Letters)	1,079,541	12/13/77
SAN FRANCISCO FORTY NINERS	829,949	6/6/67

II. STATE REGISTRATIONS

MARK	STATE	REG. NO. (Renewal No.)	REG. DATE
49ERS and Design	Arizona	36,837	1/19/96

SAN FRANCISCO 49ERS and Design	Arizona	36,836	1/19/96
SE and Design	Arizona	36,835	1/19/96
NINERS and Design	Arizona	36,834	1/19/96
SAN FRANCISCO 49ERS and Design	California	103,326	1/9/98
SF and Design	California	103,325	1/9/98
SF and Design	California	103,324	1/9/98
49ERS (Stylized)	California	75,477 (14061)	12/20/84
FORTY NINERS (Stylized)	California	75,476 (14060)	12/20/84
SAN FRANCISCO 49ERS (Stylized)	California	75,475 (14059)	12/20/84
SF and Design	California	75,474 (14058)	12/20/84
SAN FRANCISCO FORTY NINERS (Stylized)	California	75,473 (14057)	12/20/84
SF and Design	California	75,472 (14056)	12/20/84
TEAM OF THE 80's (Stylized)	California	91,710	2/8/90
TEAM OF THE DECADE (Stylized)	California	91,709	2/8/90
49ERS (Stylized)	California	75,471 (14055)	12/20/84
SAN FRANCISCO 49ERS (Stylized)	California	75,464 (14054)	12/20/84
NINERS (Stylized)	California	18,452 (003861)	12/28/83
49ERS	California	4,966 (1740)	11/30/76

SF and Design	California	3,408	2/24/75
SAN FRANCISCO 49ERS	California	3,407	2/24/75
SAN FRANCISCO 49ERS (Stylized)	Florida	T10,342	1/11/89
49ERS (Stylized)	Florida	T10,341	1/11/89
SF and Design	Florida	T10,339	1/11/89
Design Only (Uniform Design)	Florida	T10,338	1/11/89
49ERS	Georgia	T13,302	1/21/94
49ERS	Georgia	T13,301	1/21/94
SF and Design	Georgia	T13,232	12/30/93
49ERS (Stylized Letters)	Georgia	T13,304	12/21/94
49ERS	Georgia	T13,301	(04/02/96)
SF and Design	Georgia	T13,232	12/30/93
SF and Design	Georgia	T13,231	12/30/93
SAN FRANCISCO 49ERS (Stylized)	Georgia	T13,230	12/30/93
SAN FRANCISCO 49ERS	Georgia	T13,230	12/30/93
SAN FRANCISCO 49ERS (Stylized)	Georgia	T13,229	12/30/93
Design Only	Louisiana	480,082	01/16/90
SAN FRANCISCO FORTY NINERS and Design	Louisiana	480,081	01/16/90
SAN FRANCISCO FORTY NINERS HELMET SF and Design	Louisiana	480,080	01/15/90
SF and Design	Louisiana	480,079	01/16/90
SAN FRANCISCO FORTY NINERS HELMET SF and Design	Louisiana	480,078	

SAN FRANCISCO FORTY NINERS	Louisiana	480,077	01/16/90
SAN FRANCISCO FORTY NINERS	Louisiana	480,076	01/16/90
SAN FRANCISCO FORTY NINERS	Louisiana	480,075	01/16/90
NINERS	Louisiana	480,074	01/16/90
NINERS	Louisiana	480,073	01/16/90
49ERS	Louisiana	480,072	01/16/90
49ERS	Louisiana	480,071	01/16/90
TEAM OF THE DECADE	Louisiana	480,070	01/16/90
BACK TO BACK	Louisiana	480,069	01/16/90

III. CANADIAN REGISTRATIONS

MARK	REG. NO.	REG. DATE
49ERS and Design	TMA329,971	7/10/87
SF and Design	TMA329,970	7/10/87
49ERS and Design	TMA264,399	11/20/81
sf and Design	TMA256,883	3/13/81
SAN FRANCISCO 49ERS	TMA251,756	10/24/80

IV. DOMAIN NAMES

NAME	DATE CREATED	EXPIRATION
my49ersnews.com	6/27/03	6/27/06
sf49ers.com	9/6/02	6/25/04
49ers.com	9/6/02	7/28/04