

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):

B & B Holdings, Inc.

- Individual(s) Association
- General Partnership
- Limited Partnership
- Corporation - **Arizona**
- Other

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, North Carolina 28255**

- 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 Merger
- Security Agreement Change of Name
- 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

B. Trademark Registration No(s).
Please see attached

Additional numbers attached? Yes No

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: **12**

7. Total fee (37 CFR 3.41) **\$315**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 401530/240)

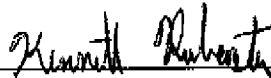
8. Deposit Account No. **19-2385**

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.

Kenneth A. Rubenstein



May 6, 2004

Name

Signature

Date

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

CH \$315.00 192385 76436399

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CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
76436399	2143804
	2125896
	1810720
	1674588
	1228995
	1209145
	870653
	2408766
	2408765
	2459266
	2613737

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 B & B HOLDINGS, INC., an Arizona corporation (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

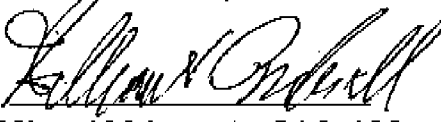
the ratable benefit of the Secured Parties a security interest in and right of set off against, and acknowledged and agreed that the Assignee (and with respect to rights of setoff, each of the Secured Parties) has and shall continue to have for the ratable benefit of the Secured Parties a continuing 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,

B & B HOLDINGS, INC.

By: 
 Name: William V. Bidwill
 Title: President

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: _____
 Name: _____
 Title: _____

STATE OF Arizona
COUNTY OF Maricopa

I, Ann Elizabeth Keenoy, a Notary Public of the County and State aforesaid, certify that William V. Hendrix Sr personally came before me this day and acknowledged that (s)he is President of Hendrix Tax Corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed by him/her in its name as President

WITNESS my hand and official stamp or seal, this 2 day of April 2004.

Ann Elizabeth Keenoy

Notary Public

My Commission Expires: August 7, 2004

(Notary Seal)



Very truly yours,

B & B HOLDINGS, INC.

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 and United States Copyright Registrations for

B&B HOLDINGS, INC.

I. FEDERAL TRADEMARK REGISTRATIONS

MARK	REG. NO. (APP. NO.)	REG. DATE (APP. DATE)
CARDINALS CORRAL	2,143,804	3/17/98
ARIZONA CARDINALS	2,125,896	12/30/97
Design only	1,810,720	12/14/93
7 and design	1,674,588	2/04/92
7 and design	1,228,995	3/01/83
CARDINALS	1,209,145	9/14/82
Design only	870,653	3/6/69
Design only	(76-436,399)	(7/31/2002)
SELECT-A-SEAT BLOCK PARTY	2,408,766	11/28/2000
ROCK 'N ROLL RIDE TO FLAGSTAFF	2,408,765	11/28/2000
CARDINALS CHEERLEADERS	2,459,266	6/12/2001
FLEXPACK	2,613,737	9/3/2002

II. STATE TRADEMARK REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE
CARDINALS CORRAL	Arizona	34,729	12/01/94
ARIZONA CARDINALS...BUDDY BALL and Design	Arizona	33,540	4/06/94
ARIZONA CARDINALS and Design	Arizona	33,438	3/22/94
ARIZONA CARDINALS	Arizona	33,437	3/22/94
ARIZONA CARDINALS	Arizona	33,436	3/22/94
CARDS CREW	Arizona	44,666	2/12/2001
CARDS CREW	Arizona	44,665	2/12/2001
CARDIAC CREW	Arizona	44,664	2/12/2001
CARDIAC CREW	Arizona	44,663	2/12/2001
FLEXPAC stylized letters	Arizona	43,529	11/10/1999

III. CANADIAN TRADEMARK REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE
PHOENIX CARDINALS	TMA471,048	2/13/1997
Design only	TMA257,259	3/27/1981
ST. LOUIS CARDINALS	TMA249,240	8/08/1980
Design only	TMA249,239	8/08/1980

ARIZONA CARDINALS	TMA511,875	5/14/1999
ARIZONA CARDINALS	TMA593,696	10/31/2003
Design only	TMA530,516	7/26/2000

IV. DOMAIN NAME SCHEDULE

Domain Name	Registrar	Registered	Expires
Maximumcardinals.com	Network Solutions, Inc.	1/28/2002	1/28/2005
Azcards.com	Network Solutions, Inc.	3/13/1998	3/12/2006
Azcardinals.net	Network Solutions, Inc.	5/1/2003	5/1/2006
Azcardinals.com	Network Solutions, Inc.	3/12/1998	3/11/2006

V. U.S. COPYRIGHT REGISTRATIONS

Title	Registration Date	Registration No.
Cardinals.	7/13/1993	VA589973