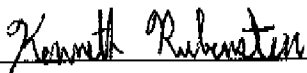


Form PTO-1594 (rev 3/1)	<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>	U. S. Department of Commerce Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies):  <b>Dallas Cowboys Football Club, Ltd.</b>  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership – Texas <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)  <b>Bank of America, N.A. Bank of America Corporate Center 100 North Tryon Street Charlotte, North Carolina 28255</b>  <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 – <b>National Banking Association</b> <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)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
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 – <b>Notice of Grant of Security Interest in Trademarks and Copyrights</b>  Execution Date: <b>April 7, 2004</b>		
4. Application number(s) or registration number(s): A. Trademark Application No(s). <b>Please see attached</b>  B. Trademark Registration No(s). <b>Please see attached</b>  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed:  <b>Kenneth A. Rubenstein, Esq. SKADDEN, ARPS, SLATE, MEAGHER &amp; FLOM LLP Four Times Square New York, New York 10036</b>	6. Total number of applications/registrations involved: <u>14</u>  7. Total fee (37 CFR 3.41) <b>\$365</b>  <input checked="" type="checkbox"/> All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 401530/213)  8. Deposit Account No. <b>19-2385</b>	
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>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Kenneth A. Rubenstein</u> Name         </div> <div style="width: 30%; text-align: center;">  Signature         </div> <div style="width: 30%; text-align: right;"> <u>May 11, 2004</u> Date         </div> </div>		
Total number of pages including cover sheet, attachments, and document: <b>12</b>		

CH \$365.00 192385 78092989

Page 2

**CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers**

A. Trademark Application No(s).	B. Trademark Registration No(s).
78092989	1318639
78278532	1246625
	897133
	1930385
	841044
	2770630
	2687859
	2358931
	1398001
	893942
	836117
	2656022

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 15, 2000 by and between DALLAS COWBOYS FOOTBALL CLUB, LTD., a Texas 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,

DALLAS COWBOYS FOOTBALL CLUB, LTD.

By: JWJ Corporation, General Partner

By: *George Mitchell*  
Name: *George Mitchell*  
Title: *Asst. Sec. / Treas.*

Acknowledged and Accepted:

Bank of America, N.A.  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Very truly yours,

DALLAS COWBOYS FOOTBALL  
CLUB, LTD.

By: JWJ Corporation, 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

United States, State and Canadian Trademark  
Registrations and Applications for the  
DALLAS COWBOYS

**I. UNITED STATES TRADEMARK REGISTRATIONS**

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)
7 and Design	1,318,639 (73-457,979)	2/5/1985 (12/21/1983)
7 and Design	1,246,625 (73-363,719)	6/26/1983 (5/10/1982)
COWBOYS	897,133 (72-341,894)	8/18/1970 (10/28/1969)
DALLAS COWBOYS	1,930,385 (74-300,763)	10/31/1995 (8/3/1992)
DALLAS COWBOYS	841,044 (72-250,218)	12/19/1967 (7/14/1966)
DALLASCOWBOYS.COM and Design	2,770,630 (76-109,232)	10/7/2003 (8/15/2000)
DALLASCOWBOYS.COM XTREME ACCESS X and Design	2,687,859 (76-109,226)	2/18/03 (8/15/2000)
Design Only	2,358,931 (74-318,689)	6/20/2000 (8/3/1992)
Design Only	1,398,001 (73-533,507)	6/17/1986 (4/22/1985)
Design Only	893,942 (72-341,895)	6/30/1970 (10/28/1969)
Design Only	836,117 (72-250,219)	9/26/1967 (7/14/1966)

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)
DALLAS COWBOYS AIR CORPS and Design	2,656,022 (76-287,091)	12/3/2002 (7/18/2001)
THE LONESTAR OF FOOTBALL	(78-092,989)	(11/13/2001)
VAQUEROS DE DALLAS	(78-278,532)	(7/24/2003)

## II. STATE TRADEMARK REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE
DALLAS COWBOYS	Arizona	36,807	1/18/1996
Design Only	Arizona	36,806	1/18/1996
COWBOYS and Design	Arizona	36,805	1/18/1996
COWBOYS Stylized Letters	Georgia	T13,304	1/21/1994
COWBOYS Stylized Letters	Georgia	T13,303	1/21/1994
DALLAS COWBOYS Stylized Letters	Georgia	T13,228	12/30/1993
Design Only	Georgia	T13,227	12/30/1993
Design Only	Georgia	T13,226	12/30/1993
DALLAS COWBOYS Stylized Letters	Georgia	T13,225	12/30/1993
DALLAS COWBOYS and Design	Florida	T9,523	1/4/1995
COWBOYS Stylized Letters	Florida	T9,522	1/4/1995
Design Only	Florida	T9,518	1/4/1995
COWBOYS 94 and Design	Florida	T9,517	1/4/1995
DALLAS COWBOYS Stylized Letters	Florida	T9,516	1/4/1995
Design Only	Florida	T,959	1/4/1995
Design Only	New York	R27,814	12/5/1994
DALLAS COWBOYS Stylized Letters	New York	R27,810	12/5/1994



MARK	STATE	REG. NO.	REG. DATE
DALLAS COWBOYS. . . AMERICA'S TEAM and Design	Texas	52,235	10/30/1992
DALLAS COWBOYS Block Letters	Texas	33,045	6/10/1976
Design Only	Texas	32,810	6/4/1976
Design Only	Texas	32,809	6/4/1976
COWBOYS	Texas	32,808	6/4/1976
Design Only	Texas	32,806	6/4/1976
HARVARD ON HALSTED	Illinois	52,232	12/3/1982
DALLAS COWBOYS	Virginia	(not available)	10/3/1996
DOOMSDAY DEFENSE. . . DALLAS COWBOYS	Texas	52,232	11/09/1992

### III. CANADIAN TRADEMARK REGISTRATIONS

MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)
Design Only	TMA554,575 (897,540)	11/28/2001 (11/26/1998)

### IV. Domain Names

Domain Name	Reg. Date	Expiration
cowboyscorral.net	9/21/02	9/13/02 (however, registration remains active)
dallascowboys.com	9/21/02	11/2/10
dallascowboys.net	9/21/02	3/5/12
dallascowboys.org	2/16/02	3/8/07
dallascowboyscheerleaders.com	2/23/02	12/9/11

Domain Name	Reg. Date	Expiration
dallascowboyscheerleaders.net	11/13/00	11/13/10
dallascowboyscheerleaders.org	11/13/00	11/13/10
dallascowboysweekly.biz	2/7/02	2/7/04 (renewal past due)

United States Copyright  
Registrations and Applications for the  
DALLAS COWBOYS

TITLE	REG. NO.	REG. DATE
Dallas Cowboys Cheerleaders 1984 calendar-If they could see us now	VA139066	10/31/1983
Dallas Cowboys cheerleaders, on the field, around the world, the work it takes	VA139065	10/31/1983
Dallas Cowboys cheerleaders coloring book	VA135325	6/25/1983
The Dallas Cowboys cheerleaders 1983 calendar, the eyes of Texas / photos by Dan Sellers, Russ Russel, Shelly Katz; design by Ramsey/Shaver, Inc.	VA124247	12/6/1982
Commemorating the Dallas Cowboys Cheerleaders Department of Defense U S O tours: 1983 appointment calendar / photos by SP/4 Bonin, U.S. Army, U S S Constellation, Russ Russel, M. W R. staffs, Suzanne Mitchell; design by Ramsey/Shaver, Inc.	VA124246	12/6/1982
D C C, Dallas Cowboys cheerleaders	VA124245	12/6/1982
Dallas Cowboys Cheerleaders playing cards / design by Ramsey/Shaver, Inc.	VA99438	12/17/1981
Dallas Cowboys cheerleaders 1982 calendar / photos by Shelly Katz, Russ Russel, Suzanne Mitchell	VA96237	12/17/1981
Dallas Cowboys Cheerleaders : [no.] 14-615 / concept and photos Russ Russell (promotional poster)	VA16147	12/6/1978

TITLE	REG. NO.	REG. DATE
A Decade of dreams : Dallas Cowboys Cheerleaders / by Mary Candace Evans	TX1050127	1/21/1983
Dallas Cowboys Cheerleaders : no.] 14-548 / concept and photography by Bob Show (poster)	VA458	2/16/1978
Dallas Cowboys cheerleaders 1991 calendar	TX3196508	12/3/1991
Dallas Cowboys cheerleaders 1991 calendar	TX2958643	11/1/1990
Dallas Cowboys Cheerleaders' swimsuit calendar 2002	VA1202721	7/31/2003