

Form PTO-1594 (rev 06/04) **RECORDATION FORM COVER SHEET TRADEMARKS ONLY** U. S. Department of Commerce Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

**1. Name of conveying party(ies)/Execution Date(s):**  
 Football Northwest LLC

Individual(s)                       Association  
 General Partnership            Limited Partnership  
 Corporation  
 Other : Limited Liability Company

Citizenship Washington

Execution Date(s) November 5, 2004

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

**2. Name and Address of receiving party(ies)**  
 Additional name(s) & address(es) attached?  Yes  No  
 Name: Bank of America, N.A.

Internal Address: 100 North Tryon Street  
 Street Address: \_\_\_\_\_

City: Charlotte  
 State: North Carolina  
 Country: USA Zip: 28255

Association – Citizenship \_\_\_\_\_  
 General Partnership – Citizenship \_\_\_\_\_  
 Limited Partnership – Citizenship \_\_\_\_\_  
 Corporation – Citizenship \_\_\_\_\_  
 Other National Banking Association  
 Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached  Yes  No.

**3. Nature of conveyance:**

Assignment                       Merger  
 Security Agreement            Change of Name  
 Government Interest Assignment  
 Other: **Notice of Grant of Security Interest in Trademarks and Copyrights**

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

A. Trademark Application No(s).  
76528910      76528909      76528908

Additional numbers attached?  Yes  No

B. Trademark Registration No(s).  
2778387      2719990      2778386  
2719989

**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  
 Tel: (212) 735-4188  
 Fax: (917) 777-4188  
 krubenst@skadden.com

**6. Total number of applications and registrations involved:** 7

**7. Total fee (37 CFR 1.21(h) and 3.41) \$ 190**

All fees and any deficiencies are authorized to be charged to Deposit Account (Our Ref. 401530/216)

**8. Payment Information**  
 Deposit Account No. 19-2385  
 Authorized user Name: Faith C. Robinson

**9. Signature.**  November 23, 2004  
 Signature Date  
Kenneth A. Rubenstein, Esq. Total number of pages including cover sheet, and documents: 6  
 Name of Person Signing

CH \$190.00 192385 76628910

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 April 12, 2001 by and between Football Northwest LLC, a Washington limited liability company (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 November 5, 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

Very truly yours,

FOOTBALL NORTHWEST LLC

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

Very truly yours,

FOOTBALL NORTHWEST LLC

By:   
Name: MARTHA FULLER  
Title: Chief Financial Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.  
as Collateral Agent

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

STATE OF WASHINGTON

COUNTY OF KING

I, KIM LINDBECK, a Notary Public of the County and State aforesaid, certify that MARTHA FULLER, personally came before me this day and acknowledged that (s)he is ~~CHIEF FINANCIAL OFFICER~~ of Football Northwest LLC, a Washington limited liability company, and that by authority duly given and as the act of the company, the foregoing instrument was signed by him/her in its name as CEO.

WITNESS my hand and official stamp or seal, this 4TH day of November, 2004.

[Signature]  
Notary Public

My Commission Expires:

3/15/08  
(Notary Seal)

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

<b>MARK</b>	<b>REG. NO./ (APP. NO.)</b>	<b>REG. DATE/ (APP. DATE)</b>	<b>RECORD OWNER(S)</b>
SEATTLE SEAHAWKS ALUMNI	(76-528,910)	(7/11/2003)	Football Northwest LLC
SEATTLE SEAHAWKS	(76-528,909)	(7/11/2003)	Football Northwest LLC
DESIGN ONLY	(76-528,908)	(7/11/2003)	Football Northwest LLC
DESIGN ONLY	2,778,387 (76-338,780)	10/28/2003 (11/16/2001)	Football Northwest LLC
DESIGN ONLY	2,719,990 (76-338,779)	5/27/2003 (11/16/2001)	Football Northwest LLC
DESIGN ONLY	2,778,386 (76-338,778)	10/28/2003 (11/16/2001)	Football Northwest LLC
DESIGN ONLY	2,719,989 (76-338,777)	5/27/2003 (11/16/2001)	Football Northwest LLC

**II. UNITED STATES COPYRIGHT REGISTRATIONS**

<b>TITLE</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>RECORD OWNER(S)</b>
The Blue Wave Seattle Seahawks and Design.	VA100386	9/25/86	Football Northwest, LLC
Seattle Seahawks ligature	VA589971	7/13/93	Football Northwest, LLC