

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):

Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie
Minnesota 55344

Individual(s) Association
 General Partnership Limited Partnership
 Corporation

Other **Limited Liability Company**

Citizenship **Delaware**

Execution Date(s) **June 14, 2005**

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other _____

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: **Bank of America, N.A.**

Internal Address: _____

Street Address: **100 North Tyron Street**

Bank of America Corporate Center

City: **Charlotte**

State: **North Carolina**

Country: **North Carolina** Zip: **295255**

Association - Citizenship _____
 General Partnership - Citizenship _____

Limited Partnership - Citizenship _____
 Corporation - Citizenship _____

Other **National Association**
Citizenship _____

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

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

A. Trademark Application No(s).

78507291 78507317

B. Trademark Registration No(s).

1228998 1230476 1850664
2876746 997179 997181
2959064 1878590 997182
997180

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
Tel: (212) 735-4188
Fax: (917) 7777-4188
KRubenst@skadden.com

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 1.21(h) and 3.41) \$260

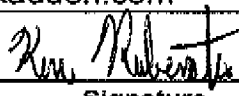
All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 090770/1)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Philip H. Bartels**

9. Signature.



Signature

June 30, 2005

Date

Kenneth Rubenstein

Name of Person Signing

Total number of pages including cover sheet, and documents:

6

CH \$316.00 192385 78507291

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office
United States Copyright Office

Ladies and Gentlemen:


Please be advised that pursuant to a Security Agreement dated as of June 14, 2005 (the "Security Agreement") by and between Minnesota Vikings Football, LLC (the "Assignor") and Bank of America, N.A., acting as collateral agent for the Secured Parties (each defined in the Security 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, its Trademarks and Trade Names and Copyrights (each as defined in the Security Agreement), including, without limitation, the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto. The Assignor has 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, including, without limitation, the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto.

The security interest in and to and right of setoff against the Trademarks, Trade Names and Copyrights, including, without limitation, the trademark, service mark 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.

Very truly yours,

Minnesota Vikings Football, LLC

By: ZW VIKINGS LLC, Manager

By: 
Name: Zygmunt Wilf
Title: Manager and Sole Member

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

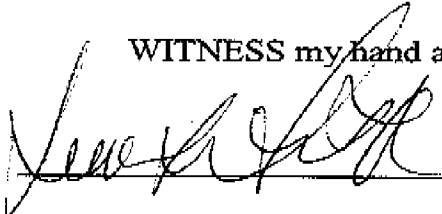
By: _____
Name: Wm. Elliot McCabe
Title: Managing Director

STATE OF NEW YORK

COUNTY OF NEW YORK

I, JENNIFER KRAFT, a Notary Public of the County and State aforesaid, certify that Zygmunt Wilf, personally came before me this day and acknowledged that (s)he is Manager and Sole Member of ZW Vikings, LLC who is in turn the Manager of Minnesota Vikings Football, LLC, a Delaware 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 Manager and Sole Member of ZW Vikings, LLC.

WITNESS my hand and official stamp or seal, this 14th day of JUNE, 2005.



Notary Public

My Commission Expires:

(Notary Seal)

JENNIFER KRAFT
NOTARY PUBLIC, State of New York
No. 0190611866
Qualified in New York County
Commission Expires Sept. 7, 2008

Very truly yours,

Minnesota Vikings Football, LLC

By: ZW VIKINGS LLC, Manager

By: _____

Name: Zygmunt Wilf

Title: Manager and Sole Member

Acknowledged and Accepted:

Bank of America, N.A.
as Collateral Agent

By: 

Name: Wm. Elliot McCabe

Title: Managing Director

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

Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)
03 and Design	(78-507,291)	(10/28/2004)
03 and Design	(78-507,317)	(10/28/2004)
7 and Design	1,228,998 (73-336,880)	3/1/1983 (11/12/1981)
7 and Design	1,230,476 (73-353,802)	3/8/1983 (3/10/1982)
DESIGN ONLY	1,850,664 (74-300,711)	8/23/1994 (8/3/1992)
DESIGN ONLY	2,876,746 (76-540,915)	8/24/2004 (8/29/2003)
DESIGN ONLY	997,179 (72-454,306)	10/29/1974 (4/12/1973)
DESIGN ONLY	997,181 (72-454,375)	10/29/1974 (4/12/1973)
MINNESOTA VIKINGS	2,959,064 (76-540,916)	6/7/2005 (8/29/2003)
MINNESOTA VIKINGS	1,878,590 (74-300,706)	2/14/1995 (8/3/1992)
MINNESOTA VIKINGS	997,182 (72-454,507)	10/29/1974 (4/13/1973)
VIKINGS	997,180 (72-454,332)	10/29/1974 (4/12/1973)