Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Minnesota Vikings Football, LLC		104/08/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.	
Street Address:	100 NORTH TRYON STREET	
Internal Address:	BANK OF AMERICA CORPORATE CENTER	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28255	
Entity Type:	National Association:	

PROPERTY NUMBERS Total: 29

900160784

Property Type	Number	Word Mark
Registration Number:	3185550	03 3 0
Registration Number:	3156281	03 30
Registration Number:	1230476	7
Registration Number:	1228998	7
Registration Number:	1850664	
Registration Number:	997181	
Registration Number:	997179	
Registration Number:	2876746	
Registration Number:	3351348	
Registration Number:	3481663	EVERYTHING PURPLE
Registration Number:	3473906	MINNESOTA MOMENTUM
Registration Number:	1878590	MINNESOTA VIKINGS
Registration Number:	997182	MINNESOTA VIKINGS

TRADEMARK ' REEL: 004195 FRAME: 0041

Registration Number:	2959064	MINNESOTA VIKINGS
Registration Number:	3351349	MINNESOTA VIKINGS
Serial Number:	77760098	MINNESOTA VIKINGS CHEERLEADERS
Serial Number:	77760104	MVC
Serial Number:	77685857	MINNESOTA VIKINGS' PURPLE FRIDAY
Serial Number:	77835404	SHOW YOUR HORNS
Serial Number:	77691757	SKOL VIKINGS
Serial Number:	77571701	US. WE. TEAM.
Registration Number:	997180	VIKINGS
Registration Number:	3425471	VIKINGS
Serial Number:	77760101	VIKINGS CHEERLEADERS
Serial Number:	77760093	VIKINGS CHILDREN'S FUND
Serial Number:	77248076	VIKTOR THE VIKING
Registration Number:	3491627	WE ARE VIKINGS FANS
Registration Number:	3439936	WEAREVIKINGSFANS.COM
Registration Number:	3481662	YOU MADE THE TEAM

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212)735-3000

Email: kellie.weilbrenner@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Matthew Fagin, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401530/0374
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	04/28/2010

Total Attachments: 6

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TRADEMARK
REEL: 004195 FRAME: 0042

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 an Amended and Restated Security Agreement, dated as of April 8, 2010, (as such Amended and Restated Security Agreement may be amended, modified, supplemented or restated, the "Security Agreement"), by and between Minnesota Vikings Football, LLC, a Delaware limited liability company (the "Borrower") and Bank of America, N.A., acting as collateral agent for the Secured Parties (as defined in the Security Agreement) (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Collateral Agent") the Borrower has granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of setoff against and has acknowledged and agreed that the Collateral Agent (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 right of setoff against any and all right, title and interest of the Borrower, whether now existing or hereafter acquired or arising, in and to the 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 security interest in and to and right of setoff against the Trademarks and 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.

Notwithstanding the foregoing, no security interest shall be granted or attached hereunder with respect to any Trademark or Trade Name applications filed in the United States Patent and Trademark Office on the basis of Borrower's intent to use any such Trademark or Trade Name pursuant to U.S.C. § 1051 Section 1(b), unless and until such Trademark or Trade Name is used in interstate commerce, at which point the security interest granted hereunder shall attach to such application; provided, that, the foregoing exclusion shall apply only to the extent that granting a lien in such application prior to such use would adversely affect the enforceability or validity of such application.

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TRA

TRADEMARK REEL: 004195 FRAME: 0043

Very truly yours	,	
MINNESOTA LLC	VIKINGS	FOOTBALL,
By: ZW Viking	LLO, its So	le Manager
By: Name: Title:	SMUST U	01UF
Acknowledged a	and Accepted	:
Bank of America as Collateral A		
By:		
Name:		
Title		

[Notice of IP Grant]

STATE OF NT) COUNTY OF Essex)	
	_
the within instrument and acknowled	2010 before me, Patricia March 244 munt Wife, who ry evidence to be the person whose name is subscribed to ged to me that he executed the same in his authorized the instrument the person, or the entity upon behalf of
	OF PERJURY under the laws of the State of
Witness my hand and of	
(Seal)	Signature Patricia Macreh
(Notary Seal)	PATRICIA MARCH MOTARY PUBLIC OF NEW JERSEY My Commission Explices April 18, 2014

TRADEMARK REEL: 004195 FRAME: 0045

Very truly yours,

MINNESOTA VIKINGS FOOTBALL,
LLC

By: ZW Vikings LLC, its Sole Manager

By: ________
Name:
Title:

Bank of America, N.A., as Collateral Agent

Acknowledged and Accepted:

Name: Trapped lace
Title: View Pasidon

[Notice of IP Grant]

1559856-New York Server 7A - MSW

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS FOR Minnesota Vikings Football, LLC

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

		Reg. Date	
	Reg. No.		
			Record Owner
			Minnesota Vikings Football, LLC
			Minnesota Vikings Football, LLC
7 and Design			Minnesota Vikings Football, LLC
7 and Design			Minnesota Vikings Football, LLC
DESIGN ONLY	1,850,664	8/23/1994	Minnesota Vikings Football, LLC
DESIGN ONLY	997,181	10/29/1974	Minnesota Vikings Football, LLC
DESIGN ONLY	997,179	10/29/1974	Minnesota Vikings Football, LLC
DESIGN ONLY	2,876,746	8/24/2004	Minnesota Vikings Football, LLC
DESIGN ONLY	3,351,348	12/11/2007	Minnesota Vikings Football, LLC
EVERYTHING PURPLE	3,481,663	8/5/2008	Minnesota Vikings Football, LLC
MINNESOTA MOMENTUM	3,473,906	7/22/2008	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	1,878,590	2/14/1995	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	997,182	10/29/1974	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	2,959,064	6/7/2005	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS	3,351,349	12/11/2007	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS CHEERLEADERS	(77/760,098)	(6/15/2009)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS FOOTBALL, LLC	(77/760,104)	(6/15/2009)	Minnesota Vikings Football, LLC
MINNESOTA VIKINGS' PURPLE FRIDAY	(77/685,857)	(3/6/2009)	Minnesota Vikings Football, LLC
SHOW YOUR HORNS	(77/835,404)	(9/25/2009)	Minnesota Vikings Football, LLC
SKOL VIKINGS	(77/691,757)	(3/16/2009)	Minnesota Vikings Football, LLC
US. WE. TEAM.	(77/571,701)	(9/17/2008)	Minnesota Vikings Football, LLC
VIKINGS	997,180	10/29/1974	Minnesota Vikings Football, LLC
VIKINGS	3,425,471	5/13/2008	Minnesota Vikings Football, LLC
VIKINGS CHEERLEADERS	(77/760,101)	(6/15/2009)	Minnesota Vikings Football, LLC
VIKINGS CHILDREN'S FUND	(77/760,093)	(6/15/2009)	Minnesota Vikings Football, LLC
VIKTOR THE VIKING	(77/248,076)	(8/6/2008)	Minnesota Vikings Football, LLC
WE ARE VIKINGS FANS	3,491,627	8/26/2008	Minnesota Vikings Football, LLC
WEAREVIKINGSFANS.COM	3,439,936	6/3/2008	Minnesota Vikings Football, LLC
YOU MADE THE TEAM	3,481,662	8/5/2008	Minnesota Vikings Football, LLC
	DESIGN ONLY DESIGN ONLY DESIGN ONLY DESIGN ONLY DESIGN ONLY EVERYTHING PURPLE MINNESOTA MOMENTUM MINNESOTA VIKINGS CHEERLEADERS MINNESOTA VIKINGS FOOTBALL, LLC MINNESOTA VIKINGS PURPLE FRIDAY SHOW YOUR HORNS SKOL VIKINGS US. WE. TEAM. VIKINGS VIKINGS VIKINGS VIKINGS CHEERLEADERS VIKINGS CHEERLEADERS VIKINGS CHILDREN'S FUND VIKTOR THE VIKING WE ARE VIKINGS FANS	Trademark (App. No.) 03 and Design 3,185,550 03 and Design 3,156,281 7 and Design 1,230,476 7 and Design 1,228,998 DESIGN ONLY 1,850,664 DESIGN ONLY 997,181 DESIGN ONLY 997,179 DESIGN ONLY 2,876,746 DESIGN ONLY 3,351,348 EVERYTHING PURPLE 3,481,663 MINNESOTA MOMENTUM 3,473,906 MINNESOTA VIKINGS 1,878,590 MINNESOTA VIKINGS 997,182 MINNESOTA VIKINGS 2,959,064 MINNESOTA VIKINGS (77/760,098) MINNESOTA VIKINGS (77/760,098) MINNESOTA VIKINGS (77/760,104) MINNESOTA VIKINGS (77/760,104) MINNESOTA VIKINGS (77/760,104) MINNESOTA VIKINGS (77/760,104) VIKINGS (77/691,757) US. WE. TEAM. (77/761,701) VIKINGS (77/760,093) VIKINGS CHEERLEADERS (77/760,093) VIKINGS CHILDREN'S (70,093)	Trademark Reg. No. (App. No.) (App. Date) 03 and Design 3,185,550 12/19/2006 03 and Design 3,156,281 10/17/2006 7 and Design 1,230,476 3/8/1983 7 and Design 1,228,998 3/1/1983 DESIGN ONLY 1,850,664 8/23/1994 DESIGN ONLY 997,181 10/29/1974 DESIGN ONLY 997,179 10/29/1974 DESIGN ONLY 2,876,746 8/24/2004 DESIGN ONLY 3,351,348 12/11/2007 EVERYTHING PURPLE 3,481,663 8/5/2008 MINNESOTA MOMENTUM 3,473,906 7/22/2008 MINNESOTA VIKINGS 1,878,590 2/14/1995 MINNESOTA VIKINGS 997,182 10/29/1974 MINNESOTA VIKINGS 2,959,064 6/7/2005 MINNESOTA VIKINGS 2,959,064 6/7/2005 MINNESOTA VIKINGS 7/7/60,098) (6/15/2009) MINNESOTA VIKINGS (77/760,098) (6/15/2009) MINNESOTA VIKINGS (77/7685,857) (3/6/2009) SKOU

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None