

TRADEMARK ASSIGNMENT

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
St. Louis Rams Partnership		04/08/2010	PARTNERSHIP: 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: 26

Property Type	Number	Word Mark
Registration Number:	3329550	
Registration Number:	3256434	
Registration Number:	3568042	
Registration Number:	969844	
Registration Number:	971046	
Registration Number:	1861767	
Registration Number:	2443393	
Registration Number:	2541067	
Registration Number:	2565679	
Registration Number:	2808932	
Registration Number:	2836734	
Registration Number:	3010425	
Registration Number:	3052568	

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Registration Number:	971047	LOS ANGELES RAMS
Registration Number:	1889818	LOS ANGELES RAMS
Registration Number:	2592107	R
Registration Number:	3449573	RAMS
Registration Number:	971048	RAMS
Registration Number:	3400426	RAMS
Registration Number:	3400425	RAMS
Registration Number:	3486636	ST. LOUIS FOOTBALL
Registration Number:	3256433	ST. LOUIS RAMS
Registration Number:	3052567	ST. LOUIS RAMS
Registration Number:	2893650	ST. LOUIS RAMS
Registration Number:	2824202	ST. LOUIS RAMS
Registration Number:	2452785	ST. LOUIS RAMS CHEERLEADERS

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: 5
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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 The St. Louis Rams Partnership, a Delaware general partnership (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 attach hereunder with respect to any Trademark or Trade Name applications filed in the United States Patent and Trademark Office on the basis of the 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.

Very truly yours,

THE ST. LOUIS RAMS PARTNERSHIP

By: The Rams Football Company, Inc., its
Managing Partner

By:  _____
Name: JEFF BREWER
Title: TREASURER

Acknowledged and Accepted:

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

By: _____
Name: _____
Title: _____

[Notice of IP Grant]

I, Caesar Ricardo Mier, a Notary Public of the County and State aforesaid, certify that Jeffrey Allen Brewer, personally came before me this day and acknowledged that ~~she~~ is Treasurer of The Rams Football Company, Inc., managing partner of The St. Louis Rams Partnership, a Delaware general partnership, 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 Jeffrey Allen Brewer

WITNESS my hand and official stamp or seal, this 1st day of April, 2010.

Caesar R Mier
Notary Public

My Commission Expires: June 2, 2011

(Notary Seal)
STATE OF California
COUNTY OF Orange



Very truly yours,

THE ST. LOUIS RAMS PARTNERSHIP

By: The Rams Football Company, Inc., its
Managing Partner

By: _____

Name:

Title:

Acknowledged and Accepted:

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

By:  _____

Name: Stephen Vogel

Title: Vice President

[Notice of IP Grant]

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS FOR The St. Louis Rams Partnership

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Reg No. (App. No)	Reg Date (App. Date)	Record Owner
U.S.	DESIGN ONLY	3,329,550	11/6/2007	St. Louis Rams Partnership
U.S.	DESIGN ONLY	3,256,434	6/26/2007	St. Louis Rams Partnership
U.S.	DESIGN ONLY	3,568,042	1/27/2009	St. Louis Rams Partnership
U.S.	DESIGN ONLY	969,844	10/2/1973	St. Louis Rams Partnership
U.S.	DESIGN ONLY	971,046	10/16/1973	St. Louis Rams Partnership
U.S.	DESIGN ONLY	1,861,767	11/8/1994	St. Louis Rams Partnership
U.S.	DESIGN ONLY	2,443,393	4/10/2001	St. Louis Rams Partnership
U.S.	DESIGN ONLY	2,541,067	2/19/2002	St. Louis Rams Partnership
U.S.	DESIGN ONLY	2,565,679	4/30/2002	St. Louis Rams Partnership
U.S.	DESIGN ONLY	2,808,932	1/27/2004	St. Louis Rams Partnership
U.S.	DESIGN ONLY	2,836,734	4/27/2004	St. Louis Rams Partnership
U.S.	DESIGN ONLY	3,010,425	11/1/2005	St. Louis Rams Partnership
U.S.	DESIGN ONLY	3,052,568	1/31/2006	St. Louis Rams Partnership
U.S.	LOS ANGELES RAMS	971,047	10/16/1973	St. Louis Rams Partnership
U.S.	LOS ANGELES RAMS	1,889,818	4/18/1995	St. Louis Rams Partnership
U.S.	R (Stylized)	2,592,107	7/9/2002	St. Louis Rams Partnership
U.S.	RAMS	3,449,573	6/17/2008	St. Louis Rams Partnership
U.S.	RAMS	971,048	10/16/1973	St. Louis Rams Partnership
U.S.	RAMS and Design	3,400,426	3/25/2008	St. Louis Rams Partnership
U.S.	RAMS and Design	3,400,425	3/25/2008	St. Louis Rams Partnership
U.S.	ST. LOUIS FOOTBALL	3,486,636	8/12/2008	St. Louis Rams Partnership
U.S.	ST. LOUIS RAMS	3,256,433	6/26/2007	St. Louis Rams Partnership
U.S.	ST. LOUIS RAMS	3,052,567	1/31/2006	St. Louis Rams Partnership
U.S.	ST. LOUIS RAMS	2,893,650	10/12/2004	St. Louis Rams Partnership
U.S.	ST. LOUIS RAMS	2,824,202	3/23/2004	St. Louis Rams Partnership
U.S.	ST. LOUIS RAMS CHEERLEADERS	2,452,785	5/22/2001	St. Louis Rams Partnership

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.