

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
Houston NFL Holdings, L.P.		04/08/2010	LIMITED 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: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2811008	
Registration Number:	2811007	
Registration Number:	2666988	
Registration Number:	2811006	
Registration Number:	3272472	
Registration Number:	2899775	FOOTBALL FIESTA
Registration Number:	2669493	HOUSTON TEXANS
Registration Number:	2743404	HOUSTON TEXANS
Registration Number:	3272475	HOUSTON TEXANS
Registration Number:	3268449	TEXANS
Registration Number:	3433809	TEXANS 03
Registration Number:	3433810	TEXANS 03
Registration Number:	2839145	TORO

TRADEMARK

900162418

REEL: 004207 FRAME: 0681

CH \$340.00 2811008

CORRESPONDENCE DATA

Fax Number: (917)777-4104
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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:	05/17/2010

Total Attachments: 5
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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark 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 Houston NFL Holdings, L.P., a Delaware limited 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,

HOUSTON NFL HOLDINGS, L.P.

By: RCM Sports & Leisure, L.P., its
General Partner

By: Houston NFL Holdings GP,
L.L.C., its General Partner

By:  _____

Name: *Scott E. Schwinger*

Title: *Senior Vice President, Chief Financial Officer
and Treasurer*

Acknowledged and Accepted:

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

By: _____

Name: _____

Title: _____

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On march 31, 2010 before me, Lydia M. Launey, Notary Public, personally appeared Scott E. Schwinger, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

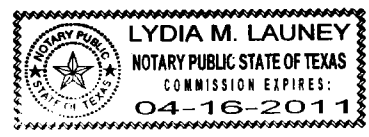
I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature Lydia M. Launey

(Notary Seal)



Very truly yours,

HOUSTON NFL HOLDINGS, L.P.


By: RCM Sports & Leisure, L.P., its
General Partner

By: Houston NFL Holdings GP, L.L.C.,
its General Partner

By: _____
Name:
Title:

Acknowledged and Accepted:

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

By: 
Name: Stephen D. Royal
Title: Vice President

[Notice of IP Grant]

SCHEDULE A

**UNITED STATES TRADEMARK
REGISTRATIONS AND APPLICATIONS FOR
Houston NFL Holdings, L.P.**

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Jurisdiction	Trademark	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
U.S.	Design only	2,811,008	02/03/2004	Houston NFL Holdings, L.P.
U.S.	Design only	2,811,007	02/03/2004	Houston NFL Holdings, L.P.
U.S.	Design only	2,666,988	12/24/2002	Houston NFL Holdings, L.P.
U.S.	Design only	2,811,006	02/03/2004	Houston NFL Holdings, L.P.
U.S.	Design Only	3,272,472	7/31/2007	Houston NFL Holdings, L.P.
U.S.	FOOTBALL FIESTA	2,899,775	11/02/2004	Houston NFL Holdings, L.P.
U.S.	HOUSTON TEXANS	2,669,493	12/31/2002	Houston NFL Holdings, L.P.
U.S.	HOUSTON TEXANS	2,743,404	07/29/2003	Houston NFL Holdings, L.P.
U.S.	HOUSTON TEXANS	2,669,493	12/31/2002	Houston NFL Holdings, L.P.
U.S.	HOUSTON TEXANS	3,272,475	7/31/2007	Houston NFL Holdings, L.P.
U.S.	TEXANS	3,268,449	7/24/2007	Houston NFL Holdings, L.P.
U.S.	TEXANS 03 and Design	3,433,809	5/27/2008	Houston NFL Holdings, L.P.
U.S.	TEXANS 03 and Design	3,433,810	5/27/2008	Houston NFL Holdings, L.P.
U.S.	TORO	2,839,145	05/04/2004	Houston NFL Holdings, L.P.

II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS

None