

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Panthers Football, LLC		06/11/2010	LIMITED LIABILITY COMPANY: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	100 North Tryon St.		
<b>Internal Address:</b>	Bank of America Corporate Center		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3503585	CAROLINA PANTHERS	
Registration Number:	3518906	PANTHERS	
Registration Number:	2130948	7	
Registration Number:	2129287	7	
Registration Number:	2120117	CAROLINA PANTHERS	
Registration Number:	2010429		
Registration Number:	2233290		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	kellie.weilbrenner@skadden.com		

CH \$190.00 3503585

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:	401530/0252
NAME OF SUBMITTER:	Matthew Fagin
Signature:	/Matthew Fagin/
Date:	06/25/2010

**Total Attachments: 7**

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS AND COPYRIGHTS

United States Patent and Trademark Office  
United States Copyright Office

June 11, 2010

Ladies and Gentlemen:


Please be advised that pursuant to an Amended and Restated Security Agreement, dated as of June 11, 2010, (as such Amended and Restated Security Agreement may be amended, modified, supplemented or restated, the "Security Agreement"), by and between Panthers Football, LLC, a North Carolina 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 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,

PANTHERS FOOTBALL, LLC

By:   
Name: Daniel E. Morrison, Jr.  
Title: President

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Collateral Agent

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

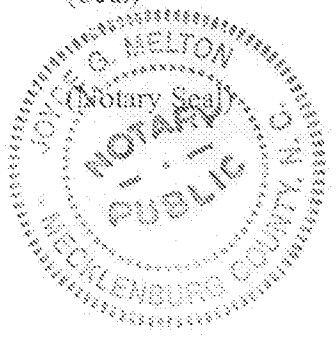
STATE OF [North Carolina] )  
 ) SS  
COUNTY OF [Mecklenburg] )

On June 8, 2010 before me, Joyce G. Melton  
Notary Public, personally appeared Daniel E. Morrison, Jr., 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 [North Carolina]  
that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)



Signature Joyce G. Melton  
Joyce G. Melton, Notary Public  
My Commission Expires: 1-21-2013


Very truly yours,

PANTHERS FOOTBALL, LLC

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

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By:  \_\_\_\_\_  
Name: Stephen Vogel  
Title: Vice President

[Panthers – Notice of Grant]

STATE OF [North Carolina] )  
 ) SS  
COUNTY OF [Mecklenburg] )

On June 11, 2010 before me, Jennifer P. Redmile,  
Notary Public, personally appeared Stephen Vogel, 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 [North Carolina]  
that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature Jennifer P. Redmile

My Commission Expires February 2, 2013

(Notary Seal)

**SCHEDULE A**

**UNITED STATES TRADEMARK AND COPYRIGHT  
REGISTRATIONS AND APPLICATIONS FOR  
Panthers Football, LLC**

**TRADEMARKS**

**US Trademarks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Reg No. (App. No)</b>	<b>Reg Date (App. Date)</b>	<b>Record Owner</b>	<b>Status</b>
U.S.	CAROLINA PANTHERS	3,503,585	9/23/2008	Panthers Football LLC	Registered
U.S.	PANTHERS	3,518,906	10/21/1008	Panthers Football LLC	Registered
U.S.	7 & DESIGN	2,130,948	01/20/1998	Panthers Football LLC	Registered
U.S.	7 & DESIGN	2,129,287	01/13/1998	Panthers Football LLC	Registered
U.S.	CAROLINA PANTHERS	2,120,117	12/09/1997	Panthers Football LLC	Registered
U.S.	DESIGN ONLY	2,010,429	10/22/1996	Panthers Football LLC	Registered
U.S.	DESIGN ONLY	2,233,290	03/23/1999	Panthers Football LLC	Registered
U.S. State – South Carolina	PANTHERS	N/A	10/15/2008	Panthers Football, LLC	Registered
U.S. State – South Carolina	DESIGN ONLY	N/A	1/23/2004	Panthers Football LLC	Registered
U.S. State – North Carolina	PANTHERS	19,638	10/13/2008	Panthers Football, LLC	Registered
U.S. State – North Carolina	DESIGN ONLY	19,627	10/13/2008	Panthers Football LLC	Registered
U.S. State – Michigan	DESIGN ONLY	M08,076	1/18/2006	Panthers Football LLC	Registered
U.S. State – Michigan	DESIGN ONLY	M06,639	1/18/2006	Panthers Football LLC	Registered
U.S. State – Michigan	DESIGN ONLY	M06,649	1/18/2006	Panthers Football LLC	Registered
U.S. State – Michigan	DESIGN ONLY	M06,651	1/18/2006	Panthers Football LLC	Registered
U.S. State – Michigan	PANTHERS	M06,655	1/18/2006	Panthers Football LLC	Registered
U.S. State – Michigan	CAROLINA PANTHERS	M06,671	1/18/2006	Panthers Football LLC	Registered
U.S. State – Michigan	CAROLINA PANTHERS	M06,665	1/18/2006	Panthers Football LLC	Registered



U.S. State – Michigan	CAROLINA PANTHERS	M06,667	1/18/2006	Panthers Football LLC	Registered
U.S. State – Michigan	CAROLINA PANTHERS	M06,663	1/18/2006	Panthers Football LLC	Registered
U.S. State – Michigan	DESIGN ONLY	18,305	3/4/2005	Panthers Football LLC	Registered
U.S. State – North Carolina	DESIGN ONLY	18,304	3/4/2005	Panthers Football LLC	Registered
U.S. State – Texas	CAROLINA PANTHERS	800,289,724	1/8/2004	Panthers Football LLC	Registered
U.S. State – Texas	CAROLINA PANTHERS	800,289,720	1/8/2004	Panthers Football, LLC	Registered
U.S. State – South Carolina	CAROLINA PANTHERS Stylized Letters	N/A	1/23/2004	Panthers Football LLC	Registered
U.S. State – Virginia	DESIGN ONLY	N/A	10/3/1996	Panthers Football LLC	Registered

## COPYRIGHTS

Title	Reg No.	Reg Date	Record Owner
Stand and cheer (for the Panthers)	PAu 2-037-834	2005	Panthers Football, LLC