

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT  |
| <b>NATURE OF CONVEYANCE:</b> | Notice of Grant of Security Interest in Trademarks and Copyrights |

**CONVEYING PARTY DATA**

| Name                      | Formerly | Execution Date | Entity Type                         |
|---------------------------|----------|----------------|-------------------------------------|
| Jacksonville Jaguars, LLC |          | 01/04/2012     | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

|                          |   |
|--------------------------|---|
| <b>Name:</b>             | Bank of America, N.A.                       |
| <b>Street Address:</b>   | 1455 Market Street                          |
| <b>Internal Address:</b> | Mail Code: CA5-701-05-19                    |
| <b>City:</b>             | San Francisco                               |
| <b>State/Country:</b>    | CALIFORNIA                                  |
| <b>Postal Code:</b>      | 94103                                       |
| <b>Entity Type:</b>      | National Banking Association: UNITED STATES |

**PROPERTY NUMBERS Total: 14**

| Property Type        | Number  | Word Mark            |
|----------------------|---------|----------------------|
| Registration Number: | 3240452 | COOLCATS CLUB        |
| Registration Number: | 3615091 | D-LINE               |
| Registration Number: | 3637494 | CHAMPIONS CLUB       |
| Registration Number: | 3434096 | JACKSONVILLE JAGUARS |
| Registration Number: | 3347206 |                      |
| Registration Number: | 2482594 | JAXSON DE VILLE      |
| Registration Number: | 2056238 | THE ROAR             |
| Registration Number: | 2103809 |                      |
| Registration Number: | 2103808 | 7                    |
| Registration Number: | 2169821 |                      |
| Registration Number: | 2468047 |                      |
| Registration Number: | 2167854 | JACKSONVILLE JAGUARS |
| Registration Number: | 2274675 | JACKSONVILLE JAGUARS |

CH \$365.00 3240452

Registration Number:

2019500

JACKSONVILLE JAGUARS

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104

Phone: 212-735-3000

Email: robert.wise@skadden.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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

Address Line 1: 4 Times Square

Address Line 2: Attn: John Deming

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

401180/155

NAME OF SUBMITTER:

John Deming

Signature:

/John Deming/

Date:

01/19/2012

**Total Attachments: 8**

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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 a Security Agreement, dated as of January 4, 2012, (as such Security Agreement may be amended, modified, supplemented or restated, the "*Security Agreement*"), by and between Jacksonville Jaguars, LLC, a Delaware limited liability company with offices located at One Everbank Field Drive, Jacksonville, Florida 32202 (the "*Borrower*") and Bank of America, N.A., a national banking association with offices located at 1455 Market Street, Mail Code: CA5-701-05-19, San Francisco, California 94103, 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*") to secure the prompt payment or performance in full when due, whether by lapse of time, acceleration or otherwise, of the Secured Obligations (as defined therein), 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.

Please be further advised that, pursuant to an Asset Purchase Agreement, dated November 29, 2011, by and between, among others, the Borrower and Jacksonville Jaguars, Ltd., a Florida limited partnership (the "*Original Borrower*"), the Borrower acquired the trademark, service mark and copyright registrations and applications shown on the attached Schedule A hereto. Pursuant to an Assignment and Assumption Agreement (the "*Assignment Agreement*"), dated January 4, 2012, by and between the Borrower and the Original Borrower, the Borrower assumed and agreed to observe and perform all obligations, duties and liabilities accruing prior to, on or after the date thereof of the Original Borrower under that certain Amended and Restated Security Agreement (the "*Original Agreement*"), dated December 19, 2008, by and between the Original Borrower and the Collateral Agent (as successor in interest to The Bank of New York Mellon Trust Company, N.A., which itself was successor in interest to JPMorgan Chase Bank). Under the Original Agreement, the Original Borrower granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in, and right of setoff against, and 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 Original Borrower, whether then existing or thereafter acquired or arising, in and to the Trademarks and Trade Names and Copyrights (each as defined in the Original Agreement), as to which a Notice of Grant of Security Interest in Trademarks and Copyrights was recorded with the United States Patent and Trademark Office on December 30, 2008 at Reel/Frame 3911/0211.


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 15 U.S.C. § 1051 Section 1(b), unless and until such Trademark or Trade Name is used in interstate commerce and unless and until an acceptable amendment to allege use or statement of use pursuant to 15 U.S.C. § 1051 Sections 1(c) or (d), as applicable, is filed with the United States Patent and Trademark Office, 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 and filing would adversely affect the enforceability or validity of such application.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Very truly yours,

**JACKSONVILLE JAGUARS, LLC**

By:   
Name: THOMAS D. CARSON  
Title: VP & CFO

Acknowledged and Accepted:

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

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

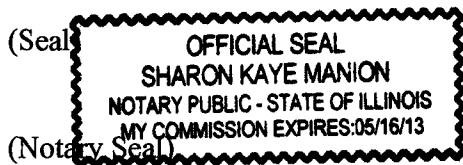
[Jaguars - Notice of Grant of Security Interest in Trademarks]

STATE OF Illinois )  
 ) SS  
COUNTY OF Vermilion )

On Jan 2, 2012 before me, Sharon Kaye Manion,  
Notary Public, personally appeared THOMAS D CLARKSON, 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 Illinois  
that the foregoing paragraph is true and correct.

Witness my hand and official seal.



Signature Sharon Kaye Manion

My Commission Expires: 5/16/13

[Jaguars - Notice of Grant of Security Interest in Trademarks]

Very truly yours,

**JACKSONVILLE JAGUARS, LLC**

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

Acknowledged and Accepted:

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

By:  \_\_\_\_\_  
Name: Stephen Vogel  
Title: Director

[Jaguars - Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 004701 FRAME: 0017**

STATE OF NC )  
 ) SS  
COUNTY OF Mecklenburg

On January 3, 2012 before me, Jacqueline A. Wheaton  
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 NC  
that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)

Signature Jacqueline A. Wheaton

(Notary Seal)






My Commission Expires: 9/7/2014



**Schedule A**

**United States Trademark  
Registrations and Applications for  
JACKSONVILLE JAGUARS, LLC**

**I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

| <b>Mark</b>   | <b>Jurisdiction</b> | <b>Filing Date</b> | <b>Reg. No./<br/>Serial No.</b> | <b>Status</b> |
|---|---------------------|--------------------|---------------------------------|---------------|
| COOLCATS CLUB   | United States       | November 3, 2004   | Reg. #: 3240452                 | Live          |
|    | United States       | July 24, 2008      | Reg. #: 3615091                 | Live          |
|    | United States       | February 21, 2008  | Reg. #: 3637494                 | Live          |
| JACKSONVILLE JAGUARS  | United States       | March 6, 2007      | Reg. #: 3434096                 | Live          |
|    | United States       | March 6, 2007      | Reg. #: 3347206                 | Live          |
| JAXSON DE VILLE   | United States       | July 26, 1996      | Reg. #: 2482594                 | Live          |
| THE ROAR  | United States       | August 30, 1995    | Reg. #: 2056238                 | Live          |
|  | United States       | February 10, 1995  | Reg. #: 2103809                 | Live          |
|  | United States       | February 10, 1995  | Reg. #: 2103808                 | Live          |
|  | United States       | January 25, 1995   | Reg. #: 2169821                 | Live          |
|  | United States       | January 25, 1995   | Reg. #: 2468047                 | Live          |
|  | United States       | January 25, 1995   | Reg. #: 2167854                 | Live          |
| JACKSONVILLE JAGUARS  | United States       | August 1, 1994     | Reg. #: 2274675                 | Live          |
| JACKSONVILLE JAGUARS  | United States       | September 17, 1993 | Reg. #: 2019500                 | Live          |
| JAGUARS   | Florida             | March 28, 2008     | Reg. #:<br>T08000000386         | Active        |
| DESIGN OF JAGUAR HEAD   | Florida             | March 28, 2008     | Reg. #:<br>T08000000385         | Active        |
| JACKSONVILLE JAGUARS  | Florida             | December 10, 1992  | Reg. #:<br>T92000000164         | Active        |

**II. UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS**

| <b>Copyright</b>                                     | <b>Jurisdiction</b> | <b>App. No./<br/>Filing Date</b> | <b>Reg. No./<br/>Reg. Date</b> | <b>Status</b> |
|--|---------------------|----------------------------------|--------------------------------|---------------|
| Stand up for what you love                           | United States       | August 18, 1997                  | PA0000869427                   | Registered    |
| Stand up for what you love                           | United States       | August 18, 1997                  | SR0000238189                   | Registered    |
| Stand up for what you love                           | United States       | August 18, 1997                  | TX0004648594                   | Registered    |
| Stand up for what you love<br>/ Jacksonville Jaguars | United States       | August 18, 1997                  | SR0000239275                   | Registered    |
| Stand up for what you love<br>/ male vocal           | United States       | August 18, 1997                  | SR0000239887                   | Registered    |

Exhibit A - 2

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**RECORDED: 01/19/2012**

**TRADEMARK  
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