

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM593802

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RAIDERS FOOTBALL CLUB, LLC		08/20/2020	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	555 California Street
Internal Address:	CA5-705-04-09
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	4256485	AL
Registration Number:	3005930	BEHIND THE SHIELD
Registration Number:	2690409	COMMITMENT TO EXCELLENCE
Registration Number:	2992455	
Registration Number:	0731310	
Registration Number:	0974730	RAIDERS
Registration Number:	1228997	7
Registration Number:	1228996	7
Registration Number:	2874202	JUST WIN BABY
Registration Number:	2892349	JUST WIN BABY
Serial Number:	87145341	LAS VEGAS RAIDERS
Serial Number:	87145331	LAS VEGAS RAIDERS
Serial Number:	87145339	LAS VEGAS RAIDERS
Registration Number:	1891012	LOS ANGELES RAIDERS
Registration Number:	1322621	LOS ANGELES RAIDERS
Registration Number:	3843713	OAKLAND RAIDERS
Registration Number:	1919846	OAKLAND RAIDERS
Registration Number:	3037735	OAKLAND RAIDERS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2939906	PRIDE AND POISE
Registration Number:	2917464	PRIDE AND POISE
Registration Number:	2716923	RAIDER NATION
Registration Number:	2902616	RAIDER NATION
Registration Number:	1132390	RAIDERETTES
Registration Number:	3725246	RAIDERS
Registration Number:	0731309	RAIDERS
Registration Number:	3725247	RAIDERS
Registration Number:	1771383	RAIDERS
Registration Number:	0975685	RAIDERS
Registration Number:	2704071	REAL KIDS WEAR BLACK
Registration Number:	2829085	REAL MEN WEAR BLACK
Registration Number:	2835694	REAL MEN WEAR BLACK
Registration Number:	2704069	REAL WOMEN WEAR BLACK
Registration Number:	2822131	SILVER & BLACK CLUB
Registration Number:	2683107	SILVER & BLACK SHOW
Registration Number:	3040066	THE BLACK HOLE
Registration Number:	2806550	THE BLACK HOLE
Registration Number:	3085421	THE RAIDER IMAGE
Registration Number:	2992454	THE TEAM OF THE DECADES
Registration Number:	3269124	THE TEAM OF THE DECADES
Serial Number:	88834089	LAS VEGAS: OUR NATION'S CAPITAL
Serial Number:	88833859	OUR NATION'S CAPITAL

CORRESPONDENCE DATA

Fax Number: 7044448857

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7043432000

Email: twitcher@mcguirewoods.com

Correspondent Name: Terry L. Witcher, Senior Paralegal

Address Line 1: McGuireWoods LLP

Address Line 2: 201 N. Tryon Street, Suite 3000

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Terry L. Witcher

SIGNATURE: /s/ Terry L. Witcher

DATE SIGNED: 08/25/2020

Total Attachments: 9

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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 August 20, 2020 (as such Security Agreement may be amended, modified, supplemented or restated, the “*Security Agreement*”), by and between **RAIDERS FOOTBALL CLUB, LLC**, a Nevada limited liability company with offices located at 1475 Raiders Way, Henderson, NV 89052 (the “*Borrower*”) and Bank of America, N.A., a national banking association with offices located at 555 California Street, 4th Floor, Mail Code: CA5-705-04-09, San Francisco, CA 94104, 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.

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.

Very truly yours,

RAIDERS FOOTBALL CLUB, LLC

By: 
Name: Marc Badain
Title: President

Acknowledged and Accepted:

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

By: _____
Name:
Title:

Very truly yours,

RAIDERS FOOTBALL CLUB, LLC

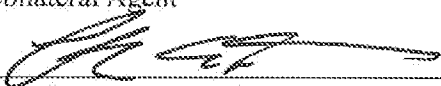
By: _____

Name:

Title:

Acknowledged and Accepted:

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

By:  _____

Name: Christopher Arnold

Title: Senior Vice President

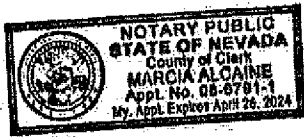
STATE OF NV)
) SS
COUNTY OF CLARK)

On August 12th 2020 before me, Marcia Alcaine, Notary Public, personally appeared **Marc Badain, as President of the Raiders Football Club, LLC**, 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 NV that the foregoing paragraph is true and correct.

Witness my hand and official seal.

(Seal)



Signature Marcia Alcaine

(Notary Seal)

STATE OF NORTH CAROLINA)
)
COUNTY OF MECKLENBURG)

SS

On August 12, 2020 before me, Terry L. Witcher, Notary Public, personally appeared Christopher Arnold, 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.

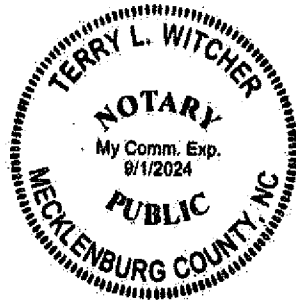
Witness my hand and official seal.

(Seal)

Signature

Terry L. Witcher







(Notary Seal)






Schedule A

United States Trademark
Registrations and Applications for
RAIDERS FOOTBALL CLUB, LLC

I. UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	MARK	REG NO	REG DATE
RAIDERS FOOTBALL CLUB, LLC	AL & Design (Shield) 	4,256,485	12/11/2012
RAIDERS FOOTBALL CLUB, LLC	BEHIND THE SHIELD	3,005,930	10/11/2005
RAIDERS FOOTBALL CLUB, LLC	COMMITMENT TO EXCELLENCE	2,690,409	2 /25/2003
RAIDERS FOOTBALL CLUB, LLC	Design (Head w/ Swords) 	2,992,455	9 /6 /2005
RAIDERS FOOTBALL CLUB, LLC	Design (Head w/ Swords) 	731,310	5 /8 /1962
RAIDERS FOOTBALL CLUB, LLC	Design (Helmet-Raiders) 	974,730	12/11/1973
RAIDERS FOOTBALL CLUB, LLC	Design (Uniform-Away-Raiders) 	1,228,997	3 /1 /1983
RAIDERS FOOTBALL CLUB, LLC	Design (Uniform-Home-Raiders) 	1,228,996	3 /1 /1983
RAIDERS FOOTBALL CLUB, LLC	JUST WIN BABY	2,874,202	8 /17/2004
RAIDERS FOOTBALL CLUB, LLC	JUST WIN BABY	2,892,349	10/12/2004
RAIDERS FOOTBALL CLUB, LLC	LAS VEGAS RAIDERS	S/N 87/145,341	Filed 8/20/16

Owner	MARK	REG NO	REG DATE
RAIDERS FOOTBALL CLUB, LLC	LAS VEGAS RAIDERS	S/N 87/145,331	Filed 8/20/16
RAIDERS FOOTBALL CLUB, LLC	LAS VEGAS RAIDERS	S/N 87/145,339	Filed 8/20/16
RAIDERS FOOTBALL CLUB, LLC	LOS ANGELES RAIDERS	1,891,012	4 /25/1995
RAIDERS FOOTBALL CLUB, LLC	LOS ANGELES RAIDERS	1,322,621	2 /26/1985
RAIDERS FOOTBALL CLUB, LLC	OAKLAND RAIDERS	3,843,713	9 /7 /2010
RAIDERS FOOTBALL CLUB, LLC	OAKLAND RAIDERS	1,919,846	9 /19/1995
RAIDERS FOOTBALL CLUB, LLC	OAKLAND RAIDERS	3,037,735	1 /3 /2006
RAIDERS FOOTBALL CLUB, LLC	PRIDE AND POISE	2,939,906	4 /12/2005
RAIDERS FOOTBALL CLUB, LLC	PRIDE AND POISE	2,917,464	1 /11/2005
RAIDERS FOOTBALL CLUB, LLC	RAIDER NATION	2,716,923	5 /20/2003
RAIDERS FOOTBALL CLUB, LLC	RAIDER NATION	2,902,616	11/16/2004
RAIDERS FOOTBALL CLUB, LLC	RAIDERETTES	1,132,390	4 /1 /1980
RAIDERS FOOTBALL CLUB, LLC	RAIDERS	3,725,246	12/15/2009
RAIDERS FOOTBALL CLUB, LLC	RAIDERS	731,309	5 /8 /1962
RAIDERS FOOTBALL CLUB, LLC	RAIDERS & Design (Shield) 	3,725,247	12/15/2009
RAIDERS FOOTBALL CLUB, LLC	RAIDERS & Design (Shield) 	1,771,383	5 /18/1993
RAIDERS FOOTBALL CLUB, LLC	RAIDERS & Design (Shield) 	975,685	12/25/1973
RAIDERS FOOTBALL CLUB, LLC	REAL KIDS WEAR BLACK	2,704,071	4 /8 /2003

Owner	MARK	REG NO	REG DATE
RAIDERS FOOTBALL CLUB, LLC	REAL MEN WEAR BLACK	2,829,085	4 /6 /2004
RAIDERS FOOTBALL CLUB, LLC	REAL MEN WEAR BLACK	2,835,694	4 /27/2004
RAIDERS FOOTBALL CLUB, LLC	REAL WOMEN WEAR BLACK	2,704,069	4 /8 /2003
RAIDERS FOOTBALL CLUB, LLC	SILVER & BLACK CLUB	2,822,131	3 /16/2004
RAIDERS FOOTBALL CLUB, LLC	SILVER & BLACK SHOW	2,683,107	2 /4 /2003
RAIDERS FOOTBALL CLUB, LLC	THE BLACK HOLE	3,040,066	1 /10/2006
RAIDERS FOOTBALL CLUB, LLC	THE BLACK HOLE	2,806,550	1 /20/2004
RAIDERS FOOTBALL CLUB, LLC	THE RAIDER IMAGE	3,085,421	4 /25/2006
RAIDERS FOOTBALL CLUB, LLC	THE TEAM OF THE DECADES	2,992,454	9 /6 /2005
RAIDERS FOOTBALL CLUB, LLC	THE TEAM OF THE DECADES	3,269,124	7 /24/2007
RAIDERS FOOTBALL CLUB, LLC	LAS VEGAS: OUR NATION'S CAPITAL	88834089	Mar-13-2020
RAIDERS FOOTBALL CLUB, LLC	OUR NATION'S CAPITAL	88833859	Mar-13-2020

II UNITED STATES COPYRIGHT REGISTRATIONS AND APPLICATIONS