
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20529

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report: June 30, 2003

**MBNA AMERICA BANK, NATIONAL ASSOCIATION
ON BEHALF OF THE
MBNA MASTER CREDIT CARD TRUST II**
(Issuer of the Collateral Certificate)

AND THE

MBNA CREDIT CARD MASTER NOTE TRUST
(Issuer of the MBNA series Class A, Class B, and Class C notes)
(Exact name of registrant as specified in its charter)

United States
State or other
jurisdiction of incorporation

333-104089
(Commission File Number)

51-0331454
IRS Employer
Identification No.)

Wilmington, DE 19884-0781
(Address of principal executive office)

Registrant's telephone number, including area code (800) 362-6255.

N/A
(Former Name or Address, if Changed Since Last Report)

ITEM 1. Changes in Control of Registrant.

Not Applicable.

ITEM 2. Acquisition or Disposition of Assets.

Not Applicable.

ITEM 3. Bankruptcy or Receivership.

Not Applicable.

ITEM 4. Changes in Registrant's Certifying Accountant.

Not Applicable.

ITEM 5. Other Events.

Not Applicable.

ITEM 6. Resignation of Registrant's Directors.

Not Applicable.

ITEM 7. Financial Statements, Pro Forma Financial Information, and Exhibits.

The following are filed as Exhibits to this Report under Exhibit 4.1 and 4.2:

4.1 Eighth Amendment to the Pooling and Servicing Agreement, dated as of June 27, 2003.

4.2 Third Amendment to the Amended and Restated Trust Agreement, dated as of June 27, 2003.

ITEM 8. Change in Fiscal Year.

On June 27, 2003 MBNA Credit Card Master Note Trust changed its fiscal year end to June 30 from December 31. A Form 10-K will be filed to cover the transition period from January 1, 2003 to June 30, 2003.

ITEM 9. Regulation FD Disclosure.

Not Applicable.

ITEM 10. Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

Not Applicable.

ITEM 11. Temporary Suspension of Trading Under Registrant's Employee Benefit Plans.

Not Applicable.

ITEM 12. Results of Operations and Financial Condition.

Not Applicable.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Dated: June 30, 2003

MBNA AMERICA BANK, NATIONAL ASSOCIATION,
on behalf of MBNA Credit Card Master Note Trust,
as Servicer

By: /s/ CHRISTOPHER A. HALMY

Name: Christopher A. Halmy
Title: First Vice President

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
4.1	Eighth Amendment to the Pooling and Servicing Agreement, dated as of June 27, 2003.
4.2	Third Amendment to the Amended and Restated Trust Agreement, dated as of June 27, 2003.

EIGHTH AMENDMENT
TO
THE MBNA MASTER CREDIT CARD TRUST II
POOLING AND SERVICING AGREEMENT

THIS EIGHTH AMENDMENT TO THE MBNA MASTER CREDIT CARD TRUST II POOLING AND SERVICING AGREEMENT, dated as of June 27, 2003 (the "Amendment") is by and between MBNA AMERICA BANK, NATIONAL ASSOCIATION, as Seller and Servicer, and THE BANK OF NEW YORK, as Trustee.

WHEREAS the Seller and Servicer and the Trustee have executed that certain Pooling and Servicing Agreement, dated as of August 4, 1994 (as amended and supplemented through the date hereof and as the same may be further amended, supplemented or otherwise modified and in effect from time to time, the "Pooling and Servicing Agreement");

WHEREAS the Seller and Servicer and the Trustee wish to amend the Pooling and Servicing Agreement as provided herein;

NOW THEREFORE, in consideration of the promises and the agreements contained herein, the parties hereto agree to amend the provisions of the Pooling and Servicing Agreement as follows:

SECTION 1. Addition of Section 13.18. The Pooling and Servicing Agreement is hereby amended by adding the following Section 13.18 at the end of Article XIII of the Pooling and Servicing Agreement:

Section 13.18 Fiscal Year. The fiscal year of the Trust will end on the last day of June of each year.

SECTION 2. Effectiveness. The amendments provided for by this Amendment shall become effective upon receipt by the Trustee of the following:

(a) Notification in writing from each of Moody's and Standard & Poor's to the effect that the terms of this Amendment will not result in a reduction or withdrawal of the rating of any outstanding Series or Class to which it is a Rating Agency.

(b) Confirmation from the Seller and Servicer that it has received a copy of the written notification referred to in subsection 2(a) above and that such written notification is satisfactory to the Seller and Servicer in its sole discretion.

(c) An Opinion of Counsel for the Seller addressed to the Trustee to the effect that the terms of this Amendment will not adversely affect in any material respect the interests of any Investor Certificateholder.

(d) Counterparts of this Amendment, duly executed by the parties hereto.

SECTION 3. Pooling and Servicing Agreement in Full Force and Effect as Amended. Except as specifically amended or waived hereby, all of the terms and conditions of the Pooling and Servicing Agreement shall remain in full force and effect. All references to the Pooling and Servicing Agreement in any other document or instrument shall be deemed to mean such Pooling and Servicing Agreement as amended by this Amendment. This Amendment shall not constitute a novation of the Pooling and Servicing Agreement, but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and obligations of the Pooling and Servicing Agreement, as amended by this Amendment, as though the terms and obligations of the Pooling and Servicing Agreement were set forth herein.

SECTION 4. Counterparts. This Amendment may be executed in any number of counterparts and by separate parties hereto on separate counterparts, each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

SECTION 5. Governing Law; Submission to Jurisdiction; Agent for Service of Process. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflict of laws. The parties hereto declare that it is their intention that this Amendment shall be regarded as made under the laws of the State of Delaware and that the laws of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto agrees (a) that this Amendment involves at least \$100,000.00, and (b) that this Amendment has been entered into by the parties hereto in express reliance upon 6 DEL. C. § 2708. Each of the parties hereto hereby irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b)(1) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for acceptance of legal process, and (2) that, to the fullest extent permitted by applicable law, service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b)(1) or (2) above shall, to the fullest extent permitted by applicable law, have the same legal force and effect as if served upon such party personally within the State of Delaware.

SECTION 6. Defined Terms and Section References. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Pooling and Servicing Agreement. All Section or subsection references herein shall mean Sections or subsections of the Pooling and Servicing Agreement, except as otherwise provided herein.

THIRD AMENDMENT
TO
THE MBNA CREDIT CARD MASTER NOTE TRUST
AMENDED AND RESTATED TRUST AGREEMENT

THIS THIRD AMENDMENT TO THE MBNA CREDIT CARD MASTER NOTE TRUST AMENDED AND RESTATED TRUST AGREEMENT, dated as of June 27, 2003 (the "Amendment") is by and between MBNA AMERICA BANK, NATIONAL ASSOCIATION, as Beneficiary and Transferor, and WILMINGTON TRUST COMPANY, as Owner Trustee, and acknowledged and accepted by MBNA CREDIT CARD MASTER NOTE TRUST.

WHEREAS the Beneficiary and Transferor and the Owner Trustee have executed that certain Amended and Restated Trust Agreement, dated as of May 24, 2001 (as amended and supplemented through the date hereof and as the same may be further amended, supplemented or otherwise modified and in effect from time to time, the "Trust Agreement");

WHEREAS MBNA Credit Card Master Note Trust, as Issuer, and The Bank of New York, as Indenture Trustee, have executed that certain Indenture, dated as of May 24, 2001 (as amended and supplemented through the date hereof and as the same may be further amended, supplemented or otherwise modified and in effect from time to time, the "Indenture");

WHEREAS the Beneficiary and Transferor and the Owner Trustee wish to amend the Trust Agreement as provided herein;

NOW THEREFORE, in consideration of the promises and the agreements contained herein, the parties hereto agree to amend the provisions of the Trust Agreement as follows:

SECTION 1. Amendment of Section 2.10. Section 2.10 of the Trust Agreement shall be and hereby is amended by deleting such Section in its entirety and inserting the following text in its place:

Fiscal Year. The fiscal year of the Trust will end on the last day of June of each year.

SECTION 2. Effectiveness. The amendments provided for by this Amendment shall become effective upon the delivery of the following:

- (a) A Master Trust Tax Opinion.
- (b) An Issuer Tax Opinion.

(c) An officer's certificate from the Trust to the Indenture Trustee and the Owner Trustee to the effect that the Trust reasonably believes that this Amendment will not have an Adverse Effect and is not reasonably expected to have an Adverse Effect at any time in the future.

(d) Counterparts of this Amendment, duly executed by the parties hereto.

SECTION 3. Direction to the Owner Trustee. By its execution of this Amendment, the Beneficiary hereby authorizes and directs the Owner Trustee, pursuant to Sections 2.03, 5.01 and 9.01 of the Trust Agreement, to execute this Amendment.

SECTION 4. Trust Agreement in Full Force and Effect as Amended. Except as specifically amended or waived hereby, all of the terms and conditions of the Trust Agreement shall remain in full force and effect. All references to the Trust Agreement in any other document or instrument shall be deemed to mean such Trust Agreement as amended by this Amendment. This Amendment shall not constitute a novation of the Trust Agreement, but shall constitute an amendment thereof. The parties hereto agree to be bound by the terms and obligations of the Trust Agreement, as amended by this Amendment, as though the terms and obligations of the Trust Agreement were set forth herein.

SECTION 5. Counterparts. This Amendment may be executed in any number of counterparts and by separate parties hereto on separate counterparts, each of which when executed shall be deemed an original, but all such counterparts taken together shall constitute one and the same instrument.

SECTION 6. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES OF SUCH STATE.

SECTION 7. Defined Terms and Section References. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Trust Agreement and if not in the Trust Agreement, then they shall have the meanings assigned to such terms in the Indenture. All Section or subsection references herein shall mean Sections or subsections of the Trust Agreement, except as otherwise provided herein.

IN WITNESS WHEREOF, the Beneficiary and the Transferor and the Owner Trustee have caused this Amendment to be duly executed by their respective officers as of the day and year first above written.

**MBNA AMERICA BANK,
NATIONAL ASSOCIATION,
as Beneficiary and as Transferor**

By: /s/ CHRISTOPHER A. HALMY

Name: Christopher A. Halmy
Title: First Vice President

**WILMINGTON TRUST COMPANY,
as Owner Trustee**

By: /s/ CHARISSE L. RODGERS

Name: Charisse L. Rodgers
Title: Vice President

Acknowledged and Accepted:

MBNA CREDIT CARD MASTER NOTE TRUST

By: MBNA AMERICA BANK, NATIONAL ASSOCIATION,
as Beneficiary

By: /s/ CHRISTOPHER A. HALMY

Name: Christopher A. Halmy
Title: First Vice President