

09-08-1998

Tab settings



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attached original documents or copy thereof.

1 Name of conveying party(ies): Detroit Tigers, Inc.

8/28/98

- Individual(s) Association
General Partnership Limited Partnership
Corporation-State Michigan
Other

Additional name(s) of Conveying party(ies) attached? Yes No

- Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other

Execution Date: August 21, 1998

2. Name and address of receiving party(ies)

Name: The Sumitomo Bank, Limited
Internal Address:
Street Address: 277 Park Avenue 1
City: New York State: NY ZIP: 10172

- Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Application number(s) or Registration number(s): SEE ATTACHED SCHEDULE

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: James Talbot
Internal Address: Skadden, Arps, et al.
Street Address: 919 Third Avenue
City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41) \$ 590.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

09/08/1998 JENBRZZ 0000129 1015776

DO NOT USE THIS SPACE

01 FCI:401 40.00
05 FCI:400 350.00

Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kristine Fyfe Signature Date 8/27/98

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:

ADDITIONAL CONVEYING PARTIES

TIGER BALLPARK, L.L.C.
MICHIGAN LIMITED LIABILITY COMPANY

EXHIBIT A

U.S. TRADEMARKS

DETROIT TIGERS and design	Renewed	1,015,996	07/15/75	41	Entertainment services
DETROIT TIGERS and design	Renewed	1,021,470	09/30/75	14 16 18 20 21 24 25 26 30 34	Jewelry; Paper; Leather; Furniture; Housewares; Fabrics; Clothing; Fancy goods; Staple goods; Smoker's Articles
D (stylized letters)	Registered	1,218,465	11/30/82	25	Baseball caps
DETROIT TIGERS	Registered	1,480,101	03/08/88	41	Entertainment services
D (stylized letters)	Registered	1,542,579	06/06/89	21	Aluminum and beverage containers
DETROIT (stylized letters)	Registered	1,564,159	11/07/89	6 25	Novelty items and clothing
D (stylized letters)	Registered	1,594,853	05/08/90	6 14 28	Novelty items; Jewelry; Toys and sporting goods
D (stylized letters)	Registered	1,595,058	05/08/90	9 14	Electrical equipment; Novelty items
D (stylized letters)	Registered	1,595,278	05/08/90	16 21 25	Paper products; Beverage containers; Clothing
TIGERS	Registered	1,706,648	08/11/92	16 25	Paper goods; Clothing

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DESIGN ONLY	Registered	1,764,610	04/13/93	25 39	Clothing, namely, caps
TIGERS CARE and design	Registered	2,001,049	09/17/96	16	Paper goods and printed matter
DESIGN ONLY	Pending	(74/671,664)	05/09/95	41	Entertainment services
D and design	Registered	1,983,453	07/02/96	6 9 14 16 18 21 25 28 41	Metal goods; Electrical apparatus; Jewelry; Paper goods; Leather goods; Housewares; Clothing; Toys and sporting goods; Education and enter- tainment services
TIGER BAR-B-Q and design	Registered	1,851,785	08/30/94	42	Restaurant services
IT'S A CORNY WORLD and de- sign	Registered	1,870,114	12/27/94	42	Restaurant services
HOME RUN TAVERN	Registered	1,831,717	04/19/94	42	Restaurant services
SLIDERS BURGERS & DOGS and design	Registered	1,872,939	01/10/95	42	Restaurant services
THE CANDY BAR (stylized let- ters)	Registered	1,871,690	01/03/95	42	Stands selling candy and sweets
ON THE SIDE and design	Registered	1,831,716	04/19/94	42	Restaurant services
BEER EXPRESS and design	Registered	1,831,715	04/19/94	42	Restaurant services

201061.04-D.C.SIA

COCINA CANTINA (stylized letters)	Registered	1,906,085	07/18/95	42	Restaurant services	
TACOMA TIGERS	Registered	1,791,588	09/07/93	16 25	Paper products; Clothing	

TRADEMARK
 REEL: 1778 FRAME: 0576

201061.04-D.C.S1A

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 21, 1998 is entered into between Detroit Tigers, Inc., a Michigan corporation, located at 2121 Trumbull, Detroit, Michigan 48216 ("DTI"), Tiger Ballpark, L.L.C., a Michigan limited liability company, located at Fox Office Center, 2211 Woodward Avenue, Detroit, Michigan 48201 ("TBL") (DTI and TBL each an "Assignor" and, collectively, the "Assignors") and The Sumitomo Bank, Limited, New York Branch, located at 277 Park Avenue, New York, New York 10172 (together with its successors and assigns, the "Assignee"), as collateral agent (the "Collateral Agent") for the banks party to the Credit Agreement, dated as of August 21, 1998 between the Assignors, the banks from time to time party thereto (the "Banks"), the Sumitomo Bank, Limited, New York Branch, acting in its capacity as agent for the Banks (the "Agent") and the Assignee (the "Credit Agreement").

Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement, dated as of August 21, 1998 between the Assignors and the Assignee (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, the Assignors are granting a security interest to the Assignee, as the Collateral Agent for the benefit of the Banks, in certain collateral, including the Trademarks (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Grant of Security Interest

(a) As security for the prompt and complete payment and performance in full of the Secured Obligations, the Assignors hereby jointly and severally pursuant to Section 2.1 of the Security Agreement, assign, pledge, and transfer to the Assignee as the Collateral Agent for the benefit of the Banks a first priority security interest in and continuing Lien on all of their right, title, and interest in, to, and under the Trademarks, in each case whether now owned or hereafter or hereafter acquired or arising, and wherever located.

(b) For purposes of this Agreement, "Trademarks" shall mean all of the Assignors' right, title, and interest in and to all United States and other trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof (including, without limitation, each trademark, trade name, trade dress, registration and application identified in Schedule A) and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including, without limitation, damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law), and all other rights of any kind whatsoever of the Assignors accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark.

(c) Schedule A hereto contains a true and accurate list of all of Assignors' U.S. Trademark registrations and applications.

(d) The security interest granted hereby is granted in conjunction with the security interest granted to the Assignee, as the Collateral Agent for the benefit of the Banks, under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents (as defined in the Credit Agreement) and those which are now or hereafter available to the Assignee as a matter of law or equity. The exercise by the Assignee of any one or more of the rights, powers or remedies provided for in this Agreement, in the Security Agreement, in the other Loan Documents, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Assignee, of any or all other rights, powers or remedies.

2. Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement. Notwithstanding the foregoing, the Assignors authorize the Assignee, upon notice to the Assignors, to modify this Agreement in the name of and on behalf of the Assignors without obtaining the Assignors' signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title, or interest in any Trademark owned or subsequently acquired by the

Assignors. The Assignors additionally agree to execute any additional agreement or amendment hereto as may be required by the Assignee from time to time, to subject any such owned or subsequently acquired right, title, or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Security Agreement.

3. Termination of Agreement

When the Secured Obligations have been indefeasibly paid and performed in full, this Agreement shall terminate and the Assignee, at the request and sole expense of the Assignors, will execute and deliver to the Assignors the proper instruments acknowledging termination of this Agreement and will duly, without recourse, representation or warranty of any kind whatsoever, release such of the Trademarks not theretofore disposed of, applied to, or released from the security interest created hereby and under the Security Agreement.

4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW EXCEPT SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT THE PERFECTION OR PRIORITY OF THE LIEN AND SECURITY INTERESTS CREATED HEREUNDER IN RESPECT OF ANY PARTICULAR COLLATERAL ARE MANDATORILY GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

5. Counterparts

This Agreement may be executed by the parties hereto in counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

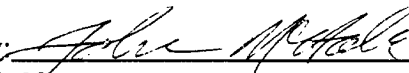
6. Obligations Joint and Several

Each Assignor hereby agrees that its obligations hereunder and under each of the other Loan Documents are joint and several with the obligations of the other Assignor and such obligations will be performed strictly in accordance with the


terms hereof or thereof, regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of the Assignee with respect thereto. The obligations of the Assignors hereunder and under each other Loan Document shall be joint and several, absolute, unconditional, present and continuing, to the same extent as set forth in Section 2.21 of the Credit Agreement, such Section being incorporated herein by reference.

IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Agreement to be duly executed and delivered as of the date first above written.

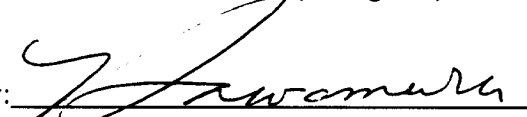
DETROIT TIGERS, INC.
("Assignor")

By: 
Name:
Title:

TIGER BALLPARK, L.L.C.
("Assignor")

By: 
Name: Michael Ilitch, as Trustee under
the Michael Ilitch Trust Agree-
ment dated November 30, 1973, as
amended
Title: Sole Member

THE SUMITOMO BANK, LIMITED
NEW YORK BRANCH ("Assignee")

By: 
Name: Yoshinori Kawamura
Title: General Manager

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On August 24, 1998 before me, the undersigned, a notary public in and for said state and county, personally appeared John McHale and Michael Ilitch, personally known to me (or proved to me on the basis of satisfactory evidence), to be the persons who executed the within instrument, respectively, as (i) the President, on behalf of DETROIT TIGERS, INC., a Michigan corporation, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors and (ii) the Trustee under the Michael Ilitch Trust Agreement, dated November 30, 1973, as amended, the Sole Member, on behalf of TIGER BALLPARK, L.L.C., a Michigan limited liability company, the company therein named, and acknowledged to me that the company executed the within instrument pursuant to a resolution by its manager.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

Marlene Aponte
Notary Public

My Commission Expires:

12/22/99

MARLENE APONTE
Notary Public, State of New York
No. 01AP6000594
Qualified in Kings County
Commission Expires Dec. 22, 1999