

01-26-1999



100948344

CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10

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Date of Deposit: 1/20/99

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202-3513

J. Montgomery
(Typed or printed name of person mailing paper or fee)

J. Montgomery
(Signature of person mailing paper or fee)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark Assignment Cover Sheet

TO: The Commissioner of Patents
and Trademarks
Washington, D.C. 20231
ATTN: Assignment Branch

Please find enclosed for recording a Patent and Trademark Security Agreement (the "Security Interest") identified as follows:

- Conveying Party:** ("Assignor") Memphis Redbirds Baseball Foundation, a Tennessee not-for-profit corporation.
- Receiving Party:** ("Assignee") Suntrust Bank, Central Florida National Association having an address of 225 East Robinson Street, Suite 250, Orlando, Florida 32801.
- The Security Interest conveys a continuing security interest in all right, title and interest in and to the marks and registrations therefor, identified therein and herein.
- The Security Interest should be recorded against the following trademark applications:

Trademark

U.S. Serial No.

MEMPHIS (and Design)

(75/401,926)

MP/DM-436197-1
788379-0-11 01-15-99

01/25/1999 TTON11 00000080 75401926

01 FC:481 40.00 OP
02 FC:482 75.00 OP

TRADEMARK
REEL: 1843 FRAME: 0279

MEMPHIS

MEMPHIS (and Design)

(75/401,927)

M (and Design)

(75/401,928)

ROCKEY THE ROCKIN' REDBIRD

(75/493,832)

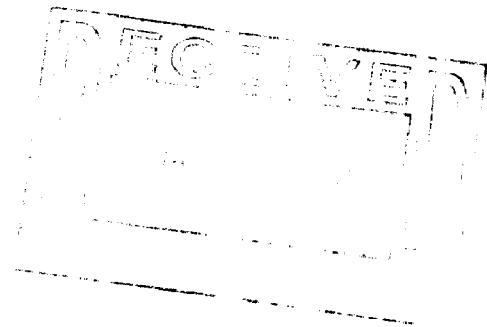
5. Correspondence concerning this request should be sent to: Valerie W. Johnson, Esq., Baker, Donelson, Bearman & Caldwell, 20th Floor, First Tennessee Building, Memphis, Tennessee 38103
6. This request concerns four trademark applications, and a total fee of \$115.00 is submitted herewith. The Commissioner is hereby authorized to charge any additional payment, or credit any refund that may be due to Deposit Account No. 08-1629.
7. The Assignee is domiciled in the United States.
8. The enclosed Security Interest is dated December 1, 1998.
9. To the best knowledge and belief of the undersigned, the information contained on this cover sheet is true and correct and any copy submitted is a true copy of the original document.

Respectfully submitted



Valerie W. Johnson
Attorney for Assignee

Date: 1-15-99



PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of the 1st day of December, 1998, is made by and between **MEMPHIS REDBIRDS BASEBALL FOUNDATION**, a Tennessee nonprofit corporation, whose address is 8 South Third Street, Memphis, Tennessee 38103 (the "Debtor"), and **SUNTRUST BANK, CENTRAL FLORIDA, NATIONAL ASSOCIATION**, whose address is 225 East Robinson Street, Suite 250, Orlando, Florida 32801 Attention: Trustee (the "Trustee") under the Indenture of Trust dated as of December 1, 1998 (the "Indenture") by and between Memphis Center City Revenue Finance Corporation ("Issuer"), and the Trustee, as Trustee, Paying Agent, Bond Registrar and Tender Agent under the Indenture, and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, whose address is 165 Madison Avenue, Memphis, Tennessee 38103, Attn: Mr. Sam Jenkins (the "Bank"), as the issuer of a letter of credit related to bonds being issued pursuant to the Indenture (the Trustee and the Bank being hereinafter jointly referred to as "Secured Party").

WITNESSETH:

WHEREAS, the Issuer is authorized pursuant to and in accordance with Chapter 53 of Title 7 of Tennessee Code Annotated, as amended (the "Act"), to issue and sell its bonds and to lend the proceeds thereof to manufacturing, industrial, commercial, recreational and financial enterprises upon such terms and conditions as the board of directors of the Issuer may deem advisable in accordance with the provisions of the Act in order to maintain and increase employment opportunity by inducing such enterprises to locate in or remain in Tennessee:

WHEREAS, the Issuer proposes to finance the costs incurred in connection with the financing of AAA Minor League Baseball Franchise and the acquisition construction and equipping of a baseball stadium and related facilities in the City of Memphis, Tennessee (the "Project") for the Debtor;

WHEREAS, the Issuer intends to finance the Project by the issuance of its \$22,000,000 Memphis Center City Revenue Finance Corporation Variable Rate Demand Sports Facility Revenue Bonds, Series 1998A (Memphis Redbirds Baseball Foundation Project) (the "Series A Bonds") and its \$50,000,000 Memphis Center City Revenue Finance Corporation Sports Facility Revenue Bonds, Series 1998B (Memphis Redbirds Baseball Foundation Project) (the "Series B Bonds") (the Series A Bonds and the Series B Bonds collectively referred to herein as the "Bonds"); and

WHEREAS, the Issuer intends to assign to the Trustee as security for the Bonds the issuer's rights under a Loan Agreement dated as of the date hereof (the "Loan Agreement") between the Issuer and the Debtor (except for certain rights reserved under the Indenture); and

WHEREAS, the Bank shall issue an irrevocable direct-pay Letter of Credit (the "Letter of Credit") dated the date of initial delivery of the Series A Bonds at the request of the Debtor as security for payment for the Series A Bonds; and

WHEREAS, the Borrower and the Bank will enter into a Reimbursement Agreement, as defined herein, whereby the Borrower agrees to reimburse the Bank for draws under the Letter of Credit; and

WHEREAS, Debtor has agreed to grant to secured party a security interest in the collateral described below as security for Debtor's obligations under the Loan Agreement and the Reimbursement Agreement; and

WHEREAS, the obligations of the Issuer to issue the Bonds and to loan the proceeds to the Debtor and the obligations of the Bank to issue the Letter of Credit as subject to certain conditions, including, without limitation, the execution of this Agreement by the Debtor; and

WHEREAS, in addition to this Agreement, the Obligations are secured in part by the other collateral as described in the Indenture, the Loan Agreement and the Reimbursement Agreement (the Indenture, the Loan Agreement and the Reimbursement Agreement are collectively referred to as the "Credit Agreements").

For and in consideration of the Loan to be made and Letters of Credit to be issued under the Credit Agreements, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Except as otherwise provided herein, capitalized terms that are defined in the Credit Agreements and are not defined herein shall have the meanings assigned to such terms therein. For purposes hereof, the following terms shall have the following meanings:

"Assignment" means, with respect to each Debtor, the assignment of such Debtor's interest in Patents and Trademarks, in form and substance satisfactory to Secured Party, appropriately completed and executed by such Grantor.

"Obligations" means, collectively, all obligations of the Debtor under Indenture, the Loan Agreement, the Reimbursement Agreement and all documents, and instruments executed in connection therewith, and all extensions, renewals and modifications thereof, whether now existing or hereafter arising.

"Patents" means, collectively, (i) all letters patent of the United States or any other country, all right, title and interest therein and thereto, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any other country, all whether now owned or hereafter acquired by the Grantor, including, without limitation, those described on Schedule I, and (ii) all reissues, extensions or renewals thereof and all licenses thereof, including, without limitation, the Licenses.

"Trademarks" means collectively () all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing and hereafter adopted or acquired, all right, title and interest therein and thereto, and all applications (other than any intent-to-use trademark or service mark applications until such time as an amendment to allege use or a statement of use has been filed with respect thereto), registrations and recordings thereof, including, without limitation, applications (other than any intent-to-use trademark or service mark applications until such time as an amendment to allege use or a statement of use has been filed with respect thereto), registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any other country, all whether now owned or hereafter acquired by the Debtor, including, without limitation, those described on Schedule II and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. Grant of Security. As collateral security for the full and prompt payment and performance of all Obligations, as hereinafter defined, Debtor does hereby mortgage to and pledge with the Secured Party, for itself and for the ratable benefit of the Secured Party, a continuing security interest in all of its right, title and interest in and to (i) all Patents, including, without limitation, all Patents and registrations listed on Schedule I, (ii) all Trademarks, including, without limitation, each of the Trademarks and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of such Debtor relating to the distribution of products bearing the Trademarks and each of the applications described on Schedule II, and (iii) any and all Proceeds of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement of the Trademarks and Patents (collectively, the "Collateral").

3. Representations and Warranties. Debtor hereby represents and warrants as follows:

a. As of the date hereof, Debtor has no Patents registered in, or the subject of pending applications in, the United States Patent and Trademark Office other than those described on Schedule I. To the best knowledge of the Debtor, the Debtor has the sole, full and clear title (or the equitable right to clear title) to each of the Patents in the United States and in each other country and all registrations thereof are valid and subsisting and in full force and effect. To the best knowledge of the Debtor, none of the Patents have been abandoned or dedicated.

b. As of the date hereof, the Debtor has no Trademarks registered in, or the subject of pending applications in, the United States Patent and Trademark Office or in any similar office in any other country other than those described on Schedule II. To the best knowledge of the Debtor, the Debtor has the sole, full and clear title (or the equitable right to clear title) to each of the Trademarks in the United States. To the best knowledge of the Debtor, none of the Trademarks has been abandoned or canceled.

c. The Debtor has the right and power to grant the security interest herein granted; and the Collateral is not now, and at all times will not be, subject to any Liens, whatsoever, except in favor of the Secured Party and to the best knowledge of the Debtor, none of the Collateral is subject to any claim other than as stated herein.

d. Except as set forth on Schedule III, the Debtor has granted no licenses with respect to the Collateral to third parties.

4. Covenants and Agreements. The Debtor hereby covenants and agrees as follows:

a. The Debtor will perform all acts and execute all documents in forms suitable for filing with the United States Patent and Trademark Office, reasonably requested by the Secured Party at any time to evidence, perfect (to the extent possible by proper and timely filing and recording under the Tennessee Uniform Commercial Code (as the same may be amended from time to time) or with the United States Patent and Trademark Office), maintain, record and enforce the Secured Party's interest in the Collateral or otherwise in furtherance of the provisions of this Agreement in the United States, and the Grantor hereby authorizes the Secured Party to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Collateral signed only by the Secured Party.

b. Except to the extent that the Secured Party, upon prior written notice by the Debtor, shall consent, the Debtor will not do any act whereby any United States Patent or Trademark may become invalidated, abandoned, canceled, avoided or avoidable and shall notify the Secured Party immediately if it knows of any reason or has any reason to know that any application or registration may become invalidated, abandoned, canceled, avoided or avoidable, provided, however, that the Debtor, upon prior written notice to the Secured Party, may abandon a Patent or Trademark if, in the exercise of its reasonable business judgment, it determines that such Patent or Trademark is not necessary to its business.

c. In no event shall the Debtor, either itself or through any agent, employee or designee, (i) file an application for the registration of any Patent or Trademark with

the United States Patent and Trademark Office, or (ii) file any assignment of any Patent or Trademark which the Debtor may acquire from a third party, with the United States Patent and Trademark Office, unless the Debtor shall have given the Secured Party thirty (30) days' prior written notice thereof, and, upon the request of the Secured Party, the Debtor shall execute and deliver any and all assignments, agreements, instruments, documents and papers as the Secured Party may reasonably request to evidence the Secured Party's interest in such Patent or Trademark, respectively, and the goodwill and general intangibles of the Debtor relating hereto or represented thereby and the Debtor hereby constitutes the Secured Party its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest is irrevocable until the Obligations are indefeasibly paid in full in cash.

- d. Except to the extent that the Secured Party shall have consented thereto in writing, the Debtor will not assign, sell, lease, transfer, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license or otherwise dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by the Secured Party to any such action except as expressly permitted herein.
- e. In accordance with its reasonable business practices, the Debtor will take all necessary steps in any proceeding before the United States Patent and Trademark Office to maintain and prosecute each application and registration of the Collateral, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings (except to the extent that dedication, abandonment or invalidation is permitted under Section 4(b)). The Secured Party will cooperate with the Debtor as necessary to enable the Debtor to perform its obligations under this Section, provided, however, that the Debtor shall pay all of the Secured Party's reasonable expenses (including reasonable attorney's fees) in connection therewith.
- f. Debtor assumes all responsibility and liability arising from the use of the Collateral, and the Debtor hereby indemnifies and holds the Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by the Debtor in connection with any Collateral or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Debtor. The Debtor agrees that the Secured Party does not assume, and shall have no responsibility for, the payment of any sums due or to become due under any agreement or contract included in the Collateral or the performance of any obligations to be performed under or with respect to any such agreement or contract by the Debtor, and the Debtor hereby agrees to indemnify and hold the Secured Party

harmless with respect to any and all claims by any Person relating thereto, other than claims arising primarily and directly out of the gross negligence or willful misconduct of the Secured Party.

g. The Secured Party may, in its sole discretion, pay any amount or do any act required of the Debtor hereunder to preserve, defend, protect, maintain, record or enforce the Debtor's obligations contained herein, the Obligations, the Collateral, or the right, title and interest granted the Secured Party herein, and which the Debtor fails to do or pay, including, without limitation, reasonable fees and expenses incurred in connection therewith, any such payment shall be deemed an advance by the Secured Party to the Debtor and shall be payable on demand together with interest at the highest rate then payable on the Obligations.

h. The Debtor agrees that if it learns of any use by any person of any term, design, trade or service mark likely to cause confusion with any Trademark, it shall promptly notify the Secured Party of such use and, at the Debtor's expense, take such action as the Debtor, in its reasonable business judgment, may deem advisable for the protection of the Secured Party's interest in and to the Collateral. After the occurrence and during the continuance of an Event of Default, the Debtor further agrees that should it decide to take no action with respect to such use, the Secured Party shall have the right, at the Debtor's expense, to take such action as the Secured Party, in its reasonable discretion, may deem advisable for the protection of the Secured Party's interest in and to such Collateral.

5 Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) The occurrence and continuance of an Event of Default under the Credit Agreements.

6 Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies of the Secured Party, whether under law, the Credit Agreements or otherwise, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently, without (except as provided herein) notice to, or consent by, the Debtor, the Secured Party shall have the following rights and remedies: (a) the Secured Party may, at any time and from time to time, upon ten (10) days' prior notice to the affected Debtor, license, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its reasonable business judgment determine; (b) the Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Debtor in, to and under any

one or more license agreements with respect to the Collateral, and take or refrain from taking any action under any thereof, and the Debtor hereby releases the Secured Party from, and agrees to hold the Secured Party free and harmless from and against any claims arising out of, any action taken or omitted to be taken with respect to any such license agreement other than actions taken or omitted to be taken through the willful misconduct or gross negligence of the Secured Party; (c) the Secured Party may at any time and from time to time, upon ten (10) days' prior notice to the Debtor, assign, sell, or otherwise dispose of the Collateral or any of it, either with or without special or other conditions or stipulations, with power to buy the Collateral or any part of it, and with power also to execute assurances, and do all other acts and things for completing the assignment, sale or disposition which the Secured Party shall, in its reasonable business judgment, deem appropriate or proper; and (d) in addition to the foregoing, in order to implement the assignment, sale or other disposal of any of the Collateral pursuant to clause (c) above, the Secured Party may, at any time, pursuant to the authority granted in the Powers of Attorney described in Section 7 (such authority becoming effective on the occurrence or continuation as hereinabove provided of an Event of Default), execute and deliver on behalf of the Debtor, one or more instruments of assignment of the Collateral or any application or registration thereof, in form suitable for filing, recording or registration in any country. The Debtor agrees to pay when due all reasonable costs incurred in any such transfers of the Collateral, including any taxes, fees and reasonable attorneys' fees, and all such costs shall be added to the Obligations. The Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal and other expenses which may be incurred by the Secured Party, and then to the Obligations; and the Debtor shall remain liable and will pay the Secured Party on demand any deficiency remaining, together with interest thereon at a rate equal to the highest rate then payable on the Obligations and the balance of any expenses unpaid. Nothing herein contained shall be construed as requiring the Secured Party to take any such action at any time. In the event of any such license, assignment, sale or other disposition of the Collateral, or any of it, after the occurrence or continuation as hereinabove provided of an Event of Default, the Debtor shall supply its know-how and expertise relating to the manufacture and sale of the products bearing or in connection with the Collateral, and its customer lists and other records relating to the Collateral and to the distribution of said products, to the Secured Party or its designee. Notwithstanding any provisions of this Agreement to the contrary, the Debtor's use of and the Secured Party's security interest in the Trademarks is subject to the terms and conditions of the Licensing Representation Agreement dated as of January 1, 1995 between National Association of Professional Baseball Leagues, Inc. and Major League Baseball Properties, Inc. The "REDBIFDS" mark as registered by the United States Patent and Trademark Office as numbers 1,318,609 and 1,319,374 and the ownership interest therein is the property of St. Louis Cardinals, L.P. (or any assignee or successor in interest) and is not subject to and no security interest therein is granted by this Agreement.

7. Powers of Attorney. Concurrently with the execution and delivery hereof, the Debtor is executing and delivering to the Secured Party, in the form of Exhibit 1, five (5) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Collateral pursuant to Section 6, which Powers of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default, and the Debtor hereby releases the Secured Party from any claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Secured Party under the powers of attorney granted herein other than actions taken or omitted to be taken through the willful misconduct or gross negligence of the Secured Party.

8. Termination. Upon the indefeasible cash payment in full of all Obligations, the Secured Party will immediately take whatever actions are necessary at the Debtor's expense to release or reconvey to each Debtor all right, title and interest of the Debtor in and to the Collateral.

9. Other Provisions.

a. All Schedules and hereto shall be deemed to be a part hereof.

b. No failure by the Secured Party to exercise, and no delay by the Secured Party in exercising, any right or remedy hereunder shall operate as a waiver thereof.

c. All notices hereunder shall be given in the manner set forth in the Loan Agreement.

d. Each and every right, remedy and power granted to the Secured Party hereunder or allowed at law, in equity or by other agreement shall be cumulative and not exclusive, and may be exercised by the Secured Party from time to time.

Secured Party expressly acknowledges and agrees that this Agreement creates no rights, interests or claims with respect to the Franchise Agreement and that the Secured Party's security interest in and rights as to the Franchise Agreement are exclusively governed by the Franchise Security Agreement, which is subject to Rule 54 of the Major League Rules regarding Regulation of Minor League Franchises. "Franchise Agreement" means that certain AAA Franchise Agreement for a baseball team known as the Memphis Redbirds and all player development contracts and all documents and agreements executed in connection therewith, including, but not limited to the Debtor's membership interest in the Pacific Coast League. "Franchise Security Agreement" means that certain Franchise Security Agreement of even date herewith between Debtor and Secured Party pertaining to the Franchise Agreement.

Relative Properties. The Debtor and the Secured Party acknowledge and agree that the enforcement of the remedies by Secured Party under this Agreement and the application of the

proceeds of the Collateral shall be determined in accordance with the terms of the Credit Agreements and as set forth in that certain Intercreditor Agreement dated as of December 1, 1998 by and among the Trustee, the Bank and the Series B Purchasers (as defined in the Indenture)

[SIGNATURE PAGE FOLLOWS]

IN EVIDENCE of the agreement by the parties hereto to the terms and conditions herein contained, each such party has caused this Patent and Trademark Security Agreement to be duly executed on its behalf as of the date first above written.

MEMPHIS REDBIRDS BASEBALL FOUNDATION

By: Allie Prescott
Its: PRESIDENT

SUNTRUST BANK, CENTRAL FLORIDA, NATIONAL ASSOCIATION, TRUSTEE

By: _____
Its: _____

FIRST TENNESSEE BANK NATIONAL ASSOCIATION

By: Sam Jenkins
Its: ST

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, DARCY A. JOSHLIN, a Notary Public in and for the State and County aforesaid, personally appeared ALLIE PRESCOTT, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the PRESIDENT of **MEMPHIS REDBIRDS BASEBALL FOUNDATION** the within named bargainor, a corporation, and that he as such PRESIDENT, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such PRESIDENT.

WITNESS my hand and seal at office, on this the 30 day of December, 1998.

Darcy A. Joshlin
My Commission Expires Sept. 25, 2001 Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, _____, a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the _____ of **SUN TRUST BANK, CENTRAL FLORIDA, NATIONAL ASSOCIATION, TRUSTEE** the within named bargainer, a corporation, and that he as such _____ being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by _____ self as such _____.

WITNESS my hand and seal at office, on this the ____ day of December, 1998.

Notary Public

My Commission Expires: _____

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, DARCY A. JOSEPHIN, a Notary Public in and for the State and County aforesaid, personally appeared SAM JENKINS with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the SR. V.P. of **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, the within named bargainer, a corporation, and that he as such SR. V.P., being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such SR. V.P.

WITNESS my hand and seal at office, on this the 30 day of December, 1998.

Darcy A. Josephin
Notary Public

My Commission Expires:

My Commission Expires Sept 25, 2001

**Schedule I
to the
Patent & Trademark Security Agreement**

PATENTS

FILE NO.	SERIAL NO.	PATENT NO.	FILING DATE	COUNTRY	ISSUE DATE

NONE

**Schedule II
to the
Patent and Trademark Security Agreement**

MARK	SERIAL NO.	APPLICATION DATE	INTERNATIONAL CLASSES
MEMPHIS (and Design)	75'401926	12/8/97	16, 25, 28
MEMPHIS (and Design)	75'401927	12/8/97	2, 41
M (and Design)	75'401928	12/8/97	25
ROCKEY THE ROCKIN' REDBIRD	75'493832	6/1/98	41

M1 DEF 83046.1
758379-001 12/27/98

**TRADEMARK
REEL: 1843 FRAME: 0293**

**Schedule III
to the
Patent and Trademark Security Agreement**

LICENSES TO THIRD PARTIES

None

EXHIBIT 1

FORM OF SPECIAL POWER OF ATTORNEY

STATE OF _____
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, THAT **MEMPHIS REDBIRDS BASEBALL FOUNDATION**, a Tennessee non-profit corporation with its principal office at _____ (the "Assignor"), hereby appoints and constitutes **SUNTRUST BANK CENTRAL FLORIDA, NATIONAL ASSOCIATION** and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, as Agent (jointly the "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Assignor, which Power of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default:

For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any letters patent of the United States or any other country of political subdivision thereof, and all registrations, recordings, reissues, continuations, extensions and renewals thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, together with the goodwill of the business symbolized thereby, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as the Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Patent and Trademark Security Agreement, dated the date hereof, between the Assignor and the Assignee and takes effect solely for the purposes

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788379 01 1122798