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04-08-2002



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PT-1594
(Rev. 10/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ▼

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): H. 2. 02
New England Sports Ventures, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 27, 2002

2. Name and address of receiving party(ies)

Name: Fleet National Bank
Internal
Address: _____

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02211

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

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Christopher E. Kondracki

Internal Address: _____

Street Address: 2001 Jefferson Davis, Hwy.,

Suite 505

City: Arlington State: VA Zip: 22202

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41).....\$ 665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

9. 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.

Christopher E. Kondracki

Name of Person Signing

Ch Kondracki
Signature

4/3/02
Date

Total number of pages including cover sheet, attachments, and document: 16

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002476 FRAME: 0572

Receiving Party(ies)

Boston Red Sox Baseball Club Limited Partnership
Fenway Park
Yawkey Way
Boston, MA 02215
Massachusetts Limited Partnership

**Trademark Applications
Continuation of Item 4A**

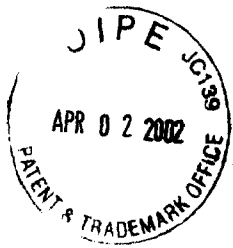
Mark	Filing Date	Applications
Boston Red Sox (and Design)	12/12/00	76/179,976
B (Stylized)	12/11/00	76/178,537
(Design Only)	11/2/90	74/111,400
Fenway Park Boston Red Sox (and Design)	8/15/90	74/088,239

**Trademark Registrations
Continuation of Item 4B**

Mark	Filing Date	Registrations
Pawtucket Red Sox (and Design)	5/25/93	1,772,967
Fenway Park Home of the Boston Red Sox & Design	1/5/93	1,745,242
Fenway Park Home of the Boston Red Sox & Design	5/23/95	1,895,610
Green Monster	12/22/92	1,742,345
Boston (Stylized)	12/1/92	1,736,679
Red Sox	4/30/91	1,642,769
Boston Red Sox (and Design)	6/19/90	1,602,303
Fenway Park	3/6/90	1,585,617
Fenway	2/27/90	1,584,913
Boston Red Sox (Stylized)	1/31/89	1,522,389
B (Stylized)	1/29/91	1,633,120
Red Sox (Stylized)	11/28/89	1,568,406
Boston Red Sox (and Design)	3/14/89	1,529,324
(Design Only)	3/7/89	1,528,114
Boston (Stylized)	1/23/90	1,578,939
Red Sox (Stylized)	5/15/90	1,596,321
B (Stylized)	3/29/83	1,232,820
B (Stylized)	2/22/77	1,060,117
Red Sox	7/4/78	1,095,475

**Trademark Registrations
Continuation of Item 4B**

Mark	Filing Date	Registrations
Boston Red Sox & Design	6/1/76	1,040,684
Design Only	7/1/75	1,014,874
Design Only	7/20/76	1,043,945



TRADEMARK AND TRADEMARK APPLICATIONS
SECURITY AGREEMENT

THIS TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT ("Agreement") made this 27th day of February, 2002 by BOSTON RED SOX BASEBALL CLUB LIMITED PARTNERSHIP, a Massachusetts limited partnership, having a place of business at Fenway Park, Yawkey Way, Boston, MA 02215 (the "Debtor") in favor of FLEET NATIONAL BANK ("Fleet"), a national banking association, as agent (in such capacity, the "Agent") for itself and the other lenders (collectively, with Fleet in such capacity, the "Lenders") who are or hereafter become parties as Lenders to a certain Revolving Credit and Term Loan Agreement of even date herewith (hereinafter, as such may be modified, amended, renewed, restated, extended, or supplemented from time to time, the "Loan Agreement") among the Agent, the Lenders, and NEW ENGLAND SPORTS VENTURES, LLC, a Delaware limited liability company (the "Borrower").

WHEREAS, the Borrower owns one hundred percent (100%) of the limited and general partnership interests in the Debtor, and the extension of credit and the providing of financial accommodations pursuant to the Loan Agreement will be in the direct interest, advantage and benefit of the Debtor; and

WHEREAS, the Debtor, together with others, has executed and delivered to the Agent, for the ratable benefit of the Lenders, a Guaranty of even date herewith (the "Guaranty") pursuant to which the Debtor has guaranteed the payment of the Guaranteed Obligations in accordance with the terms thereof (as defined in the Guaranty); and

WHEREAS, the Debtor, together with others, has executed and delivered to the Agent, for the ratable benefit of the Lenders, a certain Security Agreement of even date herewith (as amended and in effect, the "Security Agreement") as security for the Guaranteed Obligations; and

WHEREAS, as security for the Guaranteed Obligations, the Debtor has also executed and delivered to the Agent, for the ratable benefit of the Lenders, this Agreement.

NOW THEREFORE, for value received, the receipt of which is hereby acknowledged, including, without limitation, enabling the Borrower to obtain credit or other financial accommodations from the Agent and the Lenders, the Debtor hereby agrees as follows:

1. **Definitions:** Unless otherwise defined herein, capitalized terms used herein without definition herein shall have the respective meanings provided therefor in the Security Agreement.
2. **Grant of Security Interest:** To secure the Guaranteed Obligations, Debtor hereby creates a security interest in favor of the Agent, for the ratable benefit of the Lenders, with power of sale (which power of sale shall be exercisable, subject to Section 11 below, only following the occurrence of an Event of Default and while it is continuing) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

- a. All of Debtor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill of the business connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
- b. All renewals of any of the foregoing.
- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- e. All of Debtor's rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2.(a), together with the items described in Subsections 2.(b) are hereinafter individually and/or collectively referred to as the "Marks".

3. **Protection of Marks By Debtor:** Debtor shall undertake the following with respect to the TM Collateral, except to the extent that the Debtor shall have determined that the use or the pursuit or maintenance of a Mark is no longer desirable in the conduct of the Debtor's business and that the loss thereof would not be reasonably likely to have a Material Adverse Effect:
 - a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
 - b. At Debtor's sole cost, expense, and risk, pursue the prompt, diligent processing of each application for registration of the Marks which is the subject of the security interest created herein and not abandon or delay any such efforts.
 - c. At Debtor's sole cost, expense, and risk, take any and all action which Debtor deems desirable to protect the Marks, including, without limitation, but subject to Debtor's sole discretion, the prosecution and defense of infringement actions.
4. **Debtor's Representations and Warranties:** Debtor hereby represents and warrants that:

- a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by Debtor as of the date hereof.
- b. All TM Collateral is and shall remain, free and clear of all liens and encumbrances to any Person other than the Permitted Liens.

5. **Intentionally Omitted.**

6. **Debtor's Rights To Enforce Marks:** Prior to the Agent's giving written notice to Debtor that an Event of Default has occurred and is continuing, Debtor shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Debtor to protect the Marks against encroachment by third parties, *provided, however:*

- a. Any money damages awarded or received by Debtor on account of such suit (or the threat of such suit) shall constitute TM Collateral.
- b. Following the occurrence of any Event of Default and while it is continuing, the Administrative Agent, by written notice to Debtor, may terminate or limit Debtor's rights under this Section 6.

7. **Agent's Actions To Protect Marks:** In the event of

- a. Debtor's failure to cure any failure by Debtor to perform any of Debtor's obligations hereunder within the period provided for in Section 10.2.4 of the Loan Agreement; and/or
- b. the occurrence of any other Event of Default and while it is continuing,

the Agent, acting in its own name or in that of Debtor, may (but shall not be required to) act in Debtor's place and stead and/or in the Agent's own right in connection therewith, and without limiting the foregoing, Debtor hereby authorizes the Agent to take all such action, subject to Section 11 below, to protect the Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, including, without limitation, amending **EXHIBIT A** hereto, *provided, however,* the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

8. **Rights Upon Default:** Upon the occurrence of any Event of Default and while it is continuing, the Agent may, subject to Section 11 below, exercise all rights and remedies of a secured party upon default under the UCC, with respect to the TM Collateral, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the TM Collateral. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **Agent As Attorney In Fact:**

- a. Debtor hereby irrevocably constitutes and designates the Agent as Debtor's attorney in fact, exercisable after the occurrence of any Event of Default and while it is continuing and subject to Section 11 below:
 - i. To exercise any of the Debtor's rights and powers referenced herein.
 - ii. To execute all such instruments, documents, and papers as the Agent reasonably determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the TM Collateral.
- b. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated in accordance with its terms.
- c. The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Debtor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. **Agent's Rights:**

- a. Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Security Agreement shall be coextensive with Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- b. None of this Agreement or any other Loan Document, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are only effective following the occurrence and during the continuation of any Event of Default.

11. **Major League Baseball Requirements.** Notwithstanding any contrary provisions contained herein:

- a. Each of the Lenders and the Agent is aware of the provisions contained in Article V, Section 2(b)(2) of the Major League Constitution among the MLB baseball clubs (such document, as may be amended from time to time, the "Constitution"),

and recognizes that the Ownership Committee of Baseball has issued "Control Interest Transfers - - Guidelines & Procedures", dated August 23, 1993 (such document and any successor guidelines, as may be amended from time to time, the "Guidelines");

- b. Each of the Lenders and the Agent acknowledges that Article V, Section 2(b)(2) of the Constitution and the Guidelines require that the transfer of a control interest in the Debtor be subject to the approving vote of the Major League Clubs in their absolute discretion. Each of the Lenders and the Agent also acknowledges the "best interests of Baseball" powers held by the Commissioner under the Constitution. Accordingly, each of the Lenders and the Agent acknowledges that such approvals would be required for any sale or transfer of the Debtor or an interest in the Debtor, or any sale, transfer, assignment, license, sub-lease or other conveyance of Debtor-related collateral, to a third party or to the Agent or the Lenders, and that each such transaction shall be subject to and made in accordance with the Major League Constitution and the Guidelines;
- c. Each of the Lenders and the Agent acknowledges that any temporary or permanent management of the Debtor shall be subject to the prior approval of the Commissioner of Baseball and the MLB baseball clubs. In the event the Agent or the Lenders desire to operate the Debtor for their own account on a temporary or permanent basis, the Agent or the Lenders shall seek the prior approval of the Commissioner and the Major League baseball clubs in accordance with the Constitution and the Guidelines; and
- d. The rights granted to the Agent and the Lenders with respect to the Debtor pursuant to this Agreement shall in all respects be subordinate to the MLB Rules.

Notwithstanding any other provision to the contrary in this Agreement or any other Loan Document, and without prejudice to the foregoing provisions of this Section 11, the recourse of the Agent, the Lenders and the other Indemnified Parties under or in connection with this Agreement, shall, in each case, be subject to the limitations relating to such recourse, liability and obligation set forth in the Guaranty.

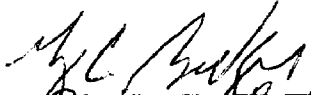
- 12. **Intent:** It is intended that this Agreement supplement the Security Agreement. All provisions of the Security Agreement shall apply to the Marks. The Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Security Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Security Agreement with respect to all other Collateral.
- 13. **Choice of Laws:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

14. **Release of Liens:** At any time prior to the occurrence and during the continuation of an Event of Default, Agent hereby consents and agrees that any TM Collateral may be sold, leased, transferred or otherwise disposed by Debtor in the ordinary course of business, free and clear of the liens granted hereby and under the Security Agreement; *provided that* such sale, lease, transfer or disposal is not made in contravention of any restrictions relating thereto in the Loan Agreement. In furtherance of the foregoing, the Agent shall, at the request and expense of the Debtor, promptly execute and deliver to the Debtor such documents as the Debtor shall request to evidence such release.
15. **Term:** This Agreement shall terminate upon the indefeasible payment in full of the Guaranteed Obligations and the termination of the Commitment. Upon termination of this Agreement, (a) the security interests granted hereby shall terminate and all rights to the TM Collateral shall revert to the Debtor, and (b) Agent will, at the Debtor's cost and expense, promptly execute and deliver to the Debtor such documents as the Debtor shall reasonably request to evidence and acknowledge the termination of this Agreement and the Liens created hereby and under the Security Agreement.

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IN WITNESS WHEREOF, Debtor and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

FLEET NATIONAL BANK, as Agent
for itself and the other Lenders ("Agent")

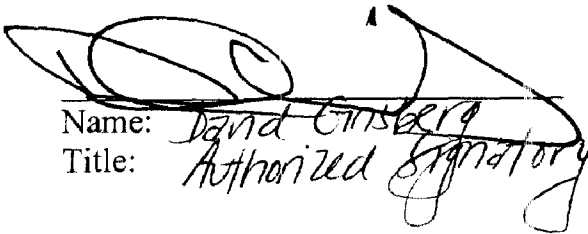
By 
Name Gregory Badger
Title Director

**BOSTON RED SOX BASEBALL CLUB
LIMITED PARTNERSHIP**
A Massachusetts limited partnership

By: New England Sports Ventures, LLC, a
Delaware limited liability company, as
general partner of Boston Red Sox Baseball
Club Limited Partnership

By: F.M.B.C. I, L.L.C., a Delaware limited
liability company, as sole member of New
England Sports Ventures, LLC

By: N.E.S.V. II, LLC, a Delaware limited
liability company, as managing member of
F.M.B.C. I, L.L.C.


Name: David Ginsberg
Title: Authorized Signatory

State of Massachusetts
County of Suffolk

Then personally appeared before me David Ginsberg, who acknowledged that such person is the duly authorized Signatory of Debtor and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 27 day of February, 2002.

[Signature]

, Notary Public May 12, 2006
My Commission Expires

Kevin M. Markesh

State of Massachusetts
County of Suffolk

Then personally appeared before me David Ginsberg, who acknowledged that such person is the duly authorized Director of Fleet National Bank, as Agent and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 27 day of February, 2002.

[Signature]

, Notary Public Kevin M. Markesh
My Commission Expires: May 12, 2006

EXHIBIT A

Debtor's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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Trademark Applications

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
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BOSTON RED SOX TRADEMARK MATTERS

Mark	Registration No. (Application No.)	Registration Date (Filing Date)	Class	Status
Boston Red Sox (and Design)	76-179976	(12/12/00)	41	Pending
B (Stylized)	76-178537	(12/11/00)	25	Pending
Pawtucket Red Sox (and Design)	1772967	5/25/93	16, 25	Registered
Fenway Park Home of the Boston Red Sox & Design	1745242	1/5/93	25	Registered
Fenway Park Home of the Boston Red Sox & Design	1895610	5/23/95	25	Registered
Green Monster (Design only)	1742345 74-111400	12/22/92 11/2/90	25	Registered Abandoned
Boston (Stylized)	1736679	12/1/92	25	Registered
Fenway Park Boston Red Sox (and Design)	74-088239	8/15/90	39	Abandoned
Red Sox	1642769	4/30/91	16, 25	Registered
Boston Red Sox (and Design)	1602303	6/19/90	18	Renewed
Fenway Park	1585617	3/6/90	16, 21, 24, 25, 26	Renewed
Fenway	1584913	2/27/90	29	Renewed
Boston Red Sox (Stylized)	1522389	1/31/89	6, 11, 20, 21	Registered
B (Stylized)	1633120	1/29/91	14, 20, 24, 28	Registered
Red Sox (Stylized)	1568406	11/28/89	20, 21	Renewed
Boston Red Sox (and Design)	1529324	3/14/89	6, 9, 14, 16, 20, 21, 24, 25, 26, 28, 50, 34,	Registered
Fenway Park 75 th Anniversary 1912 Boston Red Sox 1987 (Design Only)	1523544	2/7/89	21, 24, 25	Cancelled
(Design Only)	1528114	3/7/89	11, 16, 21, 24, 25	Registered

Boston (Stylized)	1578939	1/23/990	16, 25	Renewed
Red Sox (Stylized)	1596321	5/15/90	16, 24, 25, 26, 28	Registered
Fenway Park 75 th Anniversary 1912 Boston Red Sox 1987	1513091	11/15/88	41	Cancelled
B (Stylized)	1232820	3/29/83	25	Registered
B (Stylized)	1060117	2/22/77	41	Renewed
RED SOX	1095475	7/4/78	41	Renewed
FENWAY	1057817	2/1/77	29	Cancelled
BOSTON RED SOX & Design	1040684	6/1/76	29	Renewed
DESIGN ONLY	1014874	7/1/75	41	Renewed
DESIGN ONLY	1043945	7/20/76	6,14,16, 18,20,21 24,25,26 28,34	Renewed
STATE REGISTRATIONS				
BOSOX	MA018890	7/8/99	25	Registered
FENWAY	MA018891	7/8/99	25	Registered
BOSTON RED SOX & Design	CA034470	5/25/90	25	Expired