

06-21-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

102130116

Resubmit

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

4-18-02

1. Name of conveying party(ies):

Curve Baseball LP

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

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

3. Nature of conveyance:

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

Execution Date: March 28, 2002

2. Name and address of receiving party(ies)

Name: S&T BANK

Internal Address:

Address:

Street Address: 800 Philadelphia Street

City: Indiana State: PA Zip: 15701

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Pennsylvania

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) 2,314,329;

2,362,135; 2,389,310; 2,389,286;

2,389,276

Additional number(s) attached Yes No

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

Name: PAPERICK & GEFSKY, P.C.

Internal Address:

Street Address: One Oxford Centre, 34th Fl.

City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$140.00

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.

Robert L. Murphy Name of Person Signing

Signature

3-28-02 Date

Total number of pages including cover sheet, attachments, and document: 15

04/16/2002 BYRME 00000226 2314329 01 FC:481 02 FC:482 40.00 100.00

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

SECURITY AGREEMENT

THIS INDENTURE made this 28th day of MARCH, 2002, by **CURVE BASEBALL LP**, a Pennsylvania limited partnership, and trading and doing business as **ALTOONA CURVE**, having a current mailing address of **One Mellon Bank Center, 50th Floor, 500 Grant Street, Pittsburgh, Pennsylvania 15219** (hereinafter referred to as "Borrower")

TO AND IN FAVOR OF

S&T BANK, a Pennsylvania state-chartered bank, having an office at **800 Philadelphia Street, Indiana, Pennsylvania 15701** (hereinafter referred to as "Lender").

WITNESSETH:

WHEREAS, Borrower has executed and delivered to Lender a Note (such note, as the same may be amended from time to time, the "Note"), dated of even date herewith, wherein Borrower promises to pay to Lender the maximum principal sum of Eight Million Dollars (\$8,000,000.00) (the "Loan"), lawful money of the United States of America, which Loan is advanced or to be advanced in accordance with the terms of that certain Loan Agreement (such loan agreement, as the same may be amended from time to time, the "Loan Agreement"), executed by and between Lender and Borrower, dated of even date herewith; and

WHEREAS, to secure the payment of all sums due or which may become due under said Note and all other obligations, debts, dues, instruments, liabilities, advances, judgments, damages, losses, claims, contracts and choses in action, of whatever nature and however arising, owed to Lender from Borrower under said Note or the other Loan Security Documents (as such term is defined in the Loan Agreement), now due or to become due (all of such obligations secured hereby, hereinafter called the "Obligation(s)"), Lender has required that Borrower grant Lender a security interest in all business assets of the Borrower, and Borrower has agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and in consideration of the Loan, the Obligations, and any extensions of credit made or to be made by the Lender to the Borrower, and intending to be legally bound hereby, the Lender and the Borrower hereby agree as follows:

1. **Definitions.** - As used in this Agreement, the following words and terms shall have the following meanings respectively, unless the context hereof clearly requires otherwise:

(a) "Accounts" shall have the meaning given to that term in the Code and shall include without limitation all rights of the Borrower, whenever acquired, to payment for goods sold or leased or for services rendered, whether or not earned by performance, and other obligations or indebtedness owed to the Borrower from whatever source arising; all rights of the

Borrower to receive any payments in money or kind; all guarantees of the foregoing and security therefor; all of the right, title and interest of the Borrower in and with respect to the goods, services or other property that gave rise to or that secure any of the foregoing, and insurance policies and proceeds relating thereto, and all rights of the Borrower as an unpaid seller of goods and services, including, but not limited to, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now owned or existing or hereafter create or acquired.

(b) "Agreement" shall mean this Security Agreement as the same may be supplemented or amended from time to time.

(c) "Borrower's Address" shall mean collectively (i) the address of Borrower set forth at the beginning of this Agreement, and (ii) 1000 Park Avenue, Altoona, PA 16603.

(d) "Chattel Paper" shall have the meaning given to that term in the Code and shall include without limitation all writings owned by the Borrower, whenever acquired, which evidence both a monetary obligation and a security interest in or a lease of specific goods.

(e) "Code" shall mean the Uniform Commercial Code now or hereafter in force in the Commonwealth of Pennsylvania.

(f) "Collateral" shall mean any of the collateral described in Section 2 of this Agreement.

(g) "Costs and Expenses" shall mean any and all sums, fees, costs, expenses and charges which the Lender may pay or incur (i) pursuant to any provision of this Agreement, or (ii) in connection with the preparation, execution, effectuation and administration of this Agreement or any other agreement or instrument executed in connection herewith, or (iii) in defending, protecting, preserving or enforcing its security interest or the Collateral or any other agreement or instrument executed in connection herewith, or (iv) otherwise in connection the provisions of this Agreement. "Costs and Expenses" shall include, but is not limited to, all search, filing and recording fees; taxes; reasonable attorneys' fees and legal expenses; all fees and expenses for the service and filing of papers; premiums on insurance, bonds, and undertakings; fees of marshals, sheriffs, custodians, auctioneers, warehousemen, and others; travel expenses; all court costs and collection charges and all expenses of retaking, holding preparing for sale or lease, selling, leasing and the like.

(h) "Documents" shall have the meaning given to that term in the Code and shall include without limitation all warehouse receipts (as defined by the Code) and other documents of title (as defined by the Code) owned by the Borrower, whenever acquired.

(i) "Equipment" shall have the meaning given to that term by the Code and shall include without limitation (1) all goods owned by the Borrower, whenever acquired and

wherever located, used or bought for use primarily (i) in the business of Borrower, or (ii) for the benefit of the Borrower, and which are not included in inventory of the Borrower, together with all attachments, accessories and parts used or intended to be used with any of those goods or Fixtures, whether now or hereafter installed therein or thereon or affixed thereto.

(j) "Event of Default" shall mean any of the Events of Default described in Section 4 of this Agreement.

(k) "Fixtures" shall have the meaning given to that term in the Code, and shall include without limitation leasehold improvements.

(l) "General Intangibles" shall have the meaning given to that term in the Code and shall include without limitation: (i) all contract rights, whenever acquired, including but not limited to, all rights under media contracts, sponsorship agreements, advertising agreements; (ii) customer lists; (iii) choses in action and claims (including claims for indemnification) (iv) books and records; (v) patents and patent applications, copyrights and copyright applications, trademarks, trade names, trade styles, trademark applications, blueprints, drawings, designs and plans, including without limitation, those certain registered marks registered in the U.S. Patent and Trademark Office, as described in Exhibit "A" attached hereto and made a part hereof; (vi) trade secrets, methods, processes; (vii) licenses and license agreements, including but not limited to all liquor licenses and license agreements for seats, suites or other access to the facility used by the Borrower; (viii) all leases under which the Borrower now or in the future leases and/or obtains a right to occupy or use real or personal property, or both; (ix) formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; and (x) computer information, software, records and data; all whenever acquired.

(m) "Instruments" shall have the meaning given to that term in the Code and shall include without limitation all negotiable instruments (as defined in the Code), all certificated securities (as defined in the Code) and all other writings which evidence a right to the payment of money, now or after the date of this Agreement, owned by the Borrower, whenever acquired.

(n) "Loan Agreement" shall mean that certain Loan Agreement executed by and between Borrower and Lender, dated as of even date herewith, as the same may be amended, modified and/or replaced from time to time in the future.

(o) "Permitted Exceptions" shall mean those liens or encumbrances (together with the indebtedness secured thereby): (i) as permitted by the Lender in writing, (ii) liens and security interests in favor of the Lender, (iii) liens to secure taxes, assessments and other government charges in respect of obligations not yet due or payable, or that are being contested in good faith by appropriate proceedings where such proceedings serve to stay any and all further enforcement action and/or execution (hereinafter called a "Proper Proceeding"); (iv) deposits or

pledges made in connection with, or to secure payment of, workmen's compensation, unemployment insurance, old age pensions or other social security obligations; (v) mechanic's liens in existence less than 120 days from the date of creation thereof in respect of obligations not yet due or payable, or are being contested in good faith by a Proper Proceeding; (vi) easements, rights of way, zoning restrictions, and/or restrictions on the use of real property; or (vii) purchase money security interests (or contingent liens as to leased personal property) in personal property acquired after the date hereof in the ordinary course of Borrower's business, which singly or in the aggregate, are in the sum of \$100,000.00 or less.

(p) "Proceeds" shall have the meaning given to that term in the Code and shall include without limitation whatever is received when Collateral or Proceeds is sold, exchanged, collected or otherwise disposed of, whether cash or non-cash, and includes without limitation proceeds of insurance payable by reason of loss of, or damage to, Collateral.

To the extent not defined in this Section 1, unless the context requires otherwise, all other terms contained in this Agreement shall have the meanings attributed to them by the Code, to the extent the same are used or defined therein.

2. **Grant of Security Interest.** - As security for payment to Lender of all the Obligations, and as security for performance of the agreements, conditions, covenants, provisions and stipulations contained herein, and in any renewal, extension, or modification hereof and in all other agreements and instruments made and given by Borrower to Lender in connection with any of the Obligations, the Borrower agrees that the Lender shall have, and the Borrower grants to and creates in favor of the Lender, a security interest under the Code in and to such of the Collateral as is now or in the future owned or acquired by the Borrower.

"Collateral" shall mean collectively the Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments, and Proceeds of each of them.

3. **Representations, Warranties and Covenants.** - The Borrower represents and warrants to and covenants with the Lender, and such representations, warranties and covenants shall be continuing so long as any of the Obligations remain outstanding, as follows:

(a) The Borrower utilizes no trade names in the conduct of its business, except the trade name "Curve Baseball LP" and "Altoona Curve", nor has the Borrower changed its name, been the surviving entity in a merger, or acquired any business.

(b) The security interest in the Collateral granted to the Lender in this Agreement is and shall be a perfected first priority security interest in the Collateral, prior and superior to the rights of all third parties in the Collateral existing on the date of this Agreement or, except for the Permitted Exceptions, arising after the date of this Agreement.

(c) The Borrower is the owner of the Collateral free and clear of all security interests, mortgages, liens or encumbrances, except for the Permitted Exceptions, and the Borrower will defend the Collateral against all claims and demands of all persons at any time claiming an interest therein (except for the Permitted Exceptions).

(d) The Borrower shall not suffer or permit to exist any mortgage, pledge, grant, security interest, or lien or encumbrance in or upon any of the Collateral, except for the Permitted Exceptions.

(e) Borrower shall procure and maintain in full force and effect insurance coverage by issuing companies reasonably acceptable to Lender on all property necessary to the business of Borrower in at least such amounts and against at least such risks as are consistent and in accordance with the then prevailing industry practice for similarly situated minor league baseball franchises.

All such insurance policies shall provide that the proceeds thereof shall be payable to the Lender as additional insured and loss payee. All such policies or certificates thereof, including all endorsements thereof shall be deposited with the Lender upon Lender's request; and such policies shall contain provisions that no such insurance may be cancelled or decreased without thirty (30) days prior written notice to the Lender; and in the event of acquisition of additional insurable Collateral, the Borrower shall cause such insurance coverage to be increased or amended in a manner consistent with industry practice.

If the Borrower shall at any time or times hereafter fail to obtain and/or maintain any of the policies of insurance required herein, or fail to pay any premium in whole or in part relating to any such policies, the Lender may, but shall not be obligated to, obtain and/or cause to be maintained, insurance coverage with respect to the Collateral, including, at the Lender's option, the coverage provided by all or any of the Borrower's policies, and pay all or any part of the premium therefor, without waiving any Event of Default of the Borrower, and any sums so disbursed by the Lender shall be additional Obligations of Borrower, payable on demand. The Lender shall have the right to settle and compromise any and all claims under any of the policies required to be maintained by the Borrower under this Agreement, and upon the occurrence and during the continuance of an Event of Default, the Borrower hereby appoints the Lender as its attorney-in-fact with power to demand, receive and give receipts for all monies payable thereunder, to execute in the name of the Borrower or the Lender or both any proof of loss, notice, draft, or other instruments or documents in connection with such policies or any loss thereunder, and generally to do and perform any and all acts as the Borrower but for this power of attorney, might or could perform.

(f) The Borrower shall permit the Lender, through its authorized employees, agents and representatives, with prior notice and during regular business hours, to inspect and examine the Collateral and the books, accounts, records, ledgers and assets of every kind and description of the Borrower with respect thereto.

(g) [Intentionally Omitted].

(h) The Borrower shall, at any time and from time to time upon request of the Lender, execute and deliver to the Lender, in form and substance reasonably satisfactory to the Lender, such documents as Lender shall deem necessary or desirable to perfect or maintain perfected the security interest of the Lender in the Collateral or which may be necessary to comply with the law of the Commonwealth of Pennsylvania, or the law of any other jurisdiction in which the Borrower may then be conducting business, or in which any of the Collateral may be located.

(i) The Borrower shall, within fifteen (15) days following demand by Lender, pay any and all Costs and Expenses and submit to the Lender proof satisfactory to the Lender that such payment(s) have been made, or reimburse the Lender therefor.

(j) The Borrower shall not cause or incur any Prohibited Transaction (as such term is defined in the Loan Agreement).

(k) If and to the extent that Equipment is part of the Collateral:

(i) All Equipment now owned is and all Equipment acquired in the future will be, in the possession of the Borrower at the Borrower's Address. If such locations(s) is/are not owned by the Borrower, or if any of the Equipment is or shall be affixed to any real estate, including any buildings owned or leased by the Borrower in the operation of its business, the Borrower shall provide the Lender with waivers necessary to make the security interest in the Equipment valid against the Borrower and other persons holding an interest in such real estate. The Borrower shall notify the Lender at least thirty (30) days prior to any change of any location where any of the Equipment is or may be kept.

(ii) The Borrower shall keep and maintain all Equipment in good operating condition and repair and make all necessary repairs thereto and replace parts thereof so that the value and operating efficiency thereof shall at all times be maintained and preserved; and the Borrower shall keep complete and accurate books and records with respect to all Equipment, including maintenance records.

(iii) The Borrower shall, upon request, deliver to the Lender any and all evidence of ownership and certificates of origin and/or title to any and all of the Equipment.

(l) If Chattel Paper, Instruments and/or Documents are part of the Collateral:

(i) The Lender shall be under no duty to (a) collect or protect the Chattel Paper, Instruments and/or Documents or any proceeds thereof or give any notice with respect thereto; (b) preserve the rights of the Borrower with respect to the Chattel Paper, Instruments and/or Documents against prior parties; (c) preserve rights against any parties to any Chattel

Paper, Instruments and/or Documents; (d) sell or otherwise, realize upon the Chattel Paper, Instruments and/or Documents; or (e) seek payment from any particular source. Without limiting the generality of any of the foregoing, the Lender shall not be required to take any action in connection with any conversion, call, redemption, retirement, or any other event relating to any of the Chattel Paper, Instruments and/or Documents.

(m) If and to the extent that Accounts are a part of the Collateral:

(i) The Borrower has no other places of business except at Borrower's Address. All records pertaining to the Accounts (including, but not limited to, computer records) and all returns of inventory are kept at Borrower's Address; and the Borrower will notify the Lender at least thirty (30) days prior to any change in the address where records pertaining to Accounts or inventory are kept.

(ii) All books, records and documents relating to any of the Accounts (including, but not limited to, computer records) are and will be genuine and in all respects what they purport to be; and the amount of each Accounts shown on the books and records of the Borrower will be, to the best of Borrower's knowledge, the correct amount actually owing for, or to be owing at maturity of, each of the Accounts.

(iii) Until the Lender directs otherwise, after and during the continuance of an Event of Default, the Borrower shall collect the Accounts, subject to the directions and control of the Lender at all times. Any proceeds of Accounts collected by the Borrower after an Event of Default shall not be co-mingled with other funds of the Borrower and shall at the Lender's request be immediately delivered to the Lender in the form received except for necessary endorsements to permit collection. The Lender in its sole discretion may allow the Borrower to use such proceeds to such extent and for such periods, if any, as the Lender elects.

(iv) The Borrower shall, at the Lender's request, furnish to the Lender within thirty (30) days after the end of each calendar month an aged analysis of all outstanding Accounts, in form and substance satisfactory to the Lender.

(v) The Borrower shall provide the Lender, at the Lender's request, with copies of all invoices relating to the Accounts, and such further information as the Lender may require, all in form satisfactory to the Lender.

(n) The Borrower will not change its fiscal year or its accounting and/or depreciation methods.

4. **Events of Default.** - As used in this Agreement, the term "Event of Default" shall mean any one or more of the following at the option of Lender:

(a) The occurrence of one or more of the events defined in the Note, or in any other document evidencing or securing any of the Obligations as an Event of Default;

(b) The failure of the Borrower to comply fully with all of the terms, conditions or covenants of this Agreement, including the covenants set forth in Paragraph 3 hereof, and such failure shall have continued for a period beyond the grace period, if any, granted elsewhere in this Agreement, or where not otherwise specified herein, thirty (30) days after notice specifying such failure and demanding that the same be cured shall have been given to Borrower (or if the default cannot reasonably be remedied within such period, if Borrower fails to commence to remedy the same within thirty (30) days and diligently thereafter to carry the same to completion); or

(c) The creation or occurrence of any Prohibited Transaction (as defined in the Loan Agreement); or

(d) Any loss, theft, damage, or destruction of any material portion of the Collateral for which there is either no insurance coverage, or for which in the reasonable opinion of the Lender there is insufficient insurance coverage.

5. **Rights and Remedies.** - The Lender shall have, by way of example and not of limitation, the rights and remedies set forth in this Section 5 after the occurrence and during the continuance of any Event of Default:

(a) The Lender and any officer or agent of the Lender is hereby constituted and appointed as true and lawful attorney-in-fact of the Borrower with power:

(i) If and to the extent that Accounts are part of the Collateral, to notify or require the Borrower to notify any and all account debtors or parties against which the Borrower has a claim that such Accounts have been assigned to the Lender and/or that the Lender has a security interest therein and that all payments should be made to the Lender;

(ii) To endorse the name of the Borrower upon any instruments or payments (including but not limited to, payments made under any policy of insurance) that may come into the possession of the Lender in full or partial payment of any amount owing to the Lender;

(iii) To sign and endorse the name of the Borrower upon any invoice, freight or express bill, bill of lading, storage or warehouse receipt, or drafts against account debtors or other obligors, and, if and to the extent that Accounts are part of the Collateral to sign and endorse the name of the Borrower on any assignments, verifications and notices in connection with such Accounts, and any instrument or document relating thereto or to the rights of the Borrower therein;

(iv) To notify post office authorities to change the address for delivery of mail of the Borrower to an address designated by the Lender and to receive, open and dispose of all mail addressed to the Borrower related to the Collateral;

(v) If and to the extent that Accounts are part of the Collateral, to send requests for verification to account debtors or other obligors, and

(vi) To sell, assign, sue for, collect, or compromise payment of all or any part of the Collateral in the name of the Borrower or in its own name, or make any other disposition of the Collateral, or any part thereof, which disposition may be for cash, credit or any combination thereof; and the Lender may purchase all or any part of the collateral at public, or, if permitted by law, private sale, and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Obligations;

(vii) The Borrower grants to the Lender, as the attorney-in-fact of the Borrower, full power of substitution and full power to do any and all things necessary to be done as fully and effectually as the Borrower might or could do but for this appointment and hereby ratifying all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof. Neither the Lender nor its officers and agents shall be liable for any acts or omissions or any error of judgment or mistake of fact or law in its capacity as such attorney-in-fact (except to the extent Lender incurs any liability due to its own gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable so long as any Event of Default continues, and any of the sums becoming due under this Agreement, or any of the Obligations, and/or performance under all the other provisions contained herein and therein, shall remain outstanding.

(b) If Chattel Paper, Instruments and/or Documents are part of the Collateral, the Lender may at its option and without notice (i) transfer into its name or the name of its nominee all or any part of the Chattel Paper, Instruments and/or Documents; (ii) demand, sue for, collect and receive all interest, dividends, and other proceeds thereof, and hold the same as security for payment of any sums due Lender or, if cash proceeds, apply the same as payment thereof; (iii) notify any person obligated on any of the Chattel Paper, Instruments and/or Documents of the security interest of the Lender therein and request such person to make payment directly to the Lender; or (iv) demand, sue for, collect, or make any settlement or compromise the Lender deems desirable with respect to any of the Chattel Paper, Instruments and/or Documents.

(c) The Lender shall have the right to enter and/or remain upon the premises of the Borrower, or any other place or places where any of the Collateral is located and kept without any obligation to pay rent to the Borrower, and to the extent Lender becomes obligated to pay rent (or any other sums) to any other person or entity on account of its exercise of such remedy, then any such rentals and/or other sums paid shall be repaid by Borrower upon demand,

together with interest thereon at the Default Rate (as defined in the Note), and such sums shall be added to the Obligations, and:

(i) Remove Collateral therefrom to the premises of the Lender or any of its agents, for such time as the Lender may desire, in order to maintain, sell, collect and/or liquidate the Collateral; or

(ii) Use such premises, together with materials, supplies, books and records of the Borrower, to maintain possession and/or the condition of the Collateral, and to prepare the Collateral for selling, liquidation or collecting.

(d) The Lender may require the Borrower to assemble the Collateral and make it available to the Lender at a place to be designated by the Lender.

(e) Any notice required to be given by the Lender of a sale or other disposition by the Lender of any of the Collateral, made in accordance with this Agreement, which is mailed or delivered at least fifteen (15) days prior to such proposed action, shall constitute fair and reasonable notice to the Borrower of any such action. In the event that any of the Collateral is used in conjunction with any real estate, the sale of the Collateral with and as one parcel of any such real estate of the Borrower shall be deemed to be a commercially reasonable manner of sale. The net proceeds realized by the Lender upon any such sale or other disposition, after deduction of the Costs and Expenses, shall be applied toward satisfaction of the remaining Obligations. The Lender shall account to the Borrower for any surplus realized upon such sales or other disposition and the Borrower shall remain liable for any deficiency. The commencement of any action, legal or equitable, shall not affect the security interest of the Lender in the Collateral until the Obligations or any judgment(s) therefor are fully paid.

(f) The Lender shall have, in addition to any other rights and remedies contained in this Agreement and any other agreements, instruments, and documents heretofore, now, or hereafter executed by the Borrower and delivered to the Lender all of the rights and remedies of a secured party under the Code, all of which rights and remedies shall be cumulative and nonexclusive, to the extent permitted by law.

6. **Baseball Provisions.** - It is agreed and acknowledged that Lender, in the exercise of certain of its remedies hereunder, is subject to certain restrictions as set forth and described in Section 5.4 of the Loan Agreement, which is incorporated herein by reference.

7. **General Provisions.**

(a) No delay or failure of the Lender in exercising any right, power, or privilege under this Agreement shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege.

The rights and remedies of the Lender are cumulative. Any waiver, permit, consent or approval of any kind or character on the part of the Lender of any breach or default under this Agreement or any such waiver of any provisions or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

(b) The Borrower hereby confirms the Lender's right of Lender's lien and setoff, and nothing in this Agreement shall be deemed a waiver or prohibition of the Lender's right thereto.

(c) All notices, statements, requests and demands given to or made upon the Borrower or the Lender in accordance with the provisions of this Agreement shall be given in the manner set forth in the Note.

(d) The provisions of this Agreement may from time to time be amended in writing signed by the Borrower and the Lender.

(e) This Agreement shall be governed by and construed and enforced under the laws of the Commonwealth of Pennsylvania, without regard to conflicts-of-laws principles.

(f) If any provision of this Agreement shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement or any other agreement between the Borrower and the Lender; but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

(g) All paragraph headings in this Agreement are included for convenience only and are not to be construed as a part hereof or in any way as limiting or amplifying the terms hereof.

(h) This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and each of which when so executed shall be deemed an original, but all such counterparts shall constitute but one and the same writing.

(i) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Lender and the Borrower; provided, however, that the Borrower may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the Lender.

(j) Each reference in this Agreement to the Lender shall be deemed to include its successors and assigns and each reference to the Borrower and any pronouns referring thereto as used in this Agreement shall be construed in the masculine, feminine, neuter, singular, or plural as the context may require and shall be deemed to include the legal representatives, successors and assigns of the Borrower.

(k) The Lender may from time to time, without notice to the Borrower, sell, assign, transfer or otherwise dispose of all or any part of its right, title and interest in the Loan, in any of the Obligations and/or the Collateral therefor. In such event, each and every immediate and successive purchaser, assignee, transferee, or holder of any or any part of the Loan, the Obligations and/or the Collateral shall have the right to enforce this Agreement, by legal or equitable action or otherwise, for its own benefit, as fully as if such purchaser, transferee, or holder were in this Agreement by name specifically given such rights. Lender shall have an unimpaired right to enforce this Agreement, for its own benefit, for the portion of the Loan and/or Obligations and/or the Collateral which the Lender has not sold, assigned, transferred or otherwise disposed of.

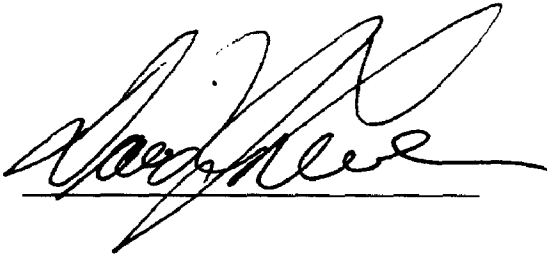
IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed as of the date first above written.

BORROWER:

ATTEST:

CURVE BASEBALL LP, a Pennsylvania limited partnership

By: **CURVE BASEBALL INC.**, a Pennsylvania corporation, its general partner



A handwritten signature in black ink, appearing to read 'Charles M. Greenberg', is written over a horizontal line.

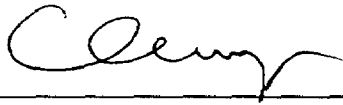
By:  (SEAL)
Charles M. Greenberg, President

Exhibit "A"
- Intellectual Property

Trademarks

<i>Item No.</i>	<i>Mark</i>	<i>Status</i>	<i>Application/Registration No.</i>	<i>Date Filed/Registered</i>
1	ALTOONA CURVE and Design (Classes 16, 25, and 28)	on Principal Register	2,389,286	09/26/2000
2	"A" and Design (Class 25)	on Principal Register	2,389,276	09/26/2000
3	ALTOONA CURVE and Design (Classes 16 and 25)	on Principal Register	2,389,310	09/26/2000
4	ALTOONA CURVE (Class 41)	on Principal Register	2,314,329	02/01/2000
5	STEAMER (Class 41)	on Principal Register	2,362,135	06/27/2000