08-19-2002

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

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

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
AZPB Limited Partnership
08/14/02

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

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

2. Name and address of receiving party(ies)
Name: Citicorp USA, Inc.
Internal Address: _____
Street Address: 153 East 53rd Street
City: New York State: NY Zip: 10022

- ☐ Individual(s) citizenship _____
- ☐ Association _____
- ☐ General Partnership _____
- ☐ Limited Partnership _____
- ☒ Corporation-State Delaware
- ☐ 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

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other _____

Execution Date: _____

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

A. Trademark Application No.(s)
See attached

B. Trademark Registration No.(s)
See attached

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Rebecca C. Ambriz, Paralegal
Internal Address: Sonnenschein Nath & Rosenthal
8000 Sears Tower
Street Address: 233 South Wacker Drive
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41).....$440.00

- ☒ 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.

Rebecca C. Ambriz
Name of Person Signing

Rebecca C. Ambriz
Signature

8/14/02
Date

Total number of pages including cover sheet, attachments, and document: 13

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

08/16/2002 AAHMED1 00000143 76213617
01 FC:481 40.00 OP
02 FC:482 400.00 OP

ATTACHMENT TO RECORDATION FORM COVER SHEET

Schedule A
to
Trademark Security Agreement

Dated as of June 28, 2002

U.S. Federal Trademark Registrations/Applications

The Borrower claims ownership in any trademarks that arise under the common law, including, but not limited to, the marks ARIZONA DIAMONDBACKS, DIAMONDBACKS, D-BACKS, the Snake D Design, the A Design, the A Design with the words "World Champions 2001," and others. In addition, the Borrower has filed the following trademark applications / registrations with the United States Patent and Trademark Office:

Mark	*Status*	*Application/Registration Number*	*Int'l Class*	*Filed / Registration Date*
ARIZONA DIAMONDBACKS	Federal Application	76/213617	16	February 21, 2001
(Snake D Design)	Federal Application	76/140394	41	October 4, 2000
ARIZONA DIAMONDBACKS	Federal Application	76/140396	41	October 4, 2000
D-BACKS	Federal Application	76/140395	41	October 4, 2000
(Snake D Design)	Federal Application	76/350672	9	December 19, 2001
ARIZONA DIAMONDBACKS	Federal Application	76/205516	28	February 5, 2001
ARIZONA DIAMONDBACKS	Federal Application	76/350716	9	December 19, 2001
A (and Design)	Federal Application	76/350674	9	December 19, 2001
A DIAMOND BACKS (and Design)	Federal Application	76/350673	9	December 19, 2001
ARIZONA DIAMONDBACKS	Federal Application	76/161641	25	November 8, 2001
D-BACKS	Federal Registration	2506423	25	November 13, 2001
(Snake D Design)	Federal Application	76/161642	25	November 8, 2000
A (and Design)	Federal Registration	2243911	9, 16, 25, 28,41	May 4, 1999
DIAMONDTOWN	Federal Registration	2272550	41	August 24, 1999
ARIZONA BASEBALL CLUB	Federal Registration	2219248	42	January 19, 1999
A DIAMONDBACKS (and Design)	Federal Application	74/736245	9, 16, 25, 28, 41	September 29, 1995
A (and Design)	Federal Registration	2408953	16, 25, 28	November 28, 2000

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of the 28th day of June, 2002, by and between AZPB LIMITED PARTNERSHIP, a Delaware limited partnership, with its chief executive office located at 401 East Jefferson Street, Phoenix, Arizona 85004 (the "Borrower") and CITICORP USA, INC., a Delaware corporation, with its principal office located at 153 East 53rd Street, New York, NY 10022 (the "Lender").

W I T N E S S E T H:

WHEREAS, Borrower and Lender are parties to that certain Credit Agreement of even date herewith (as amended, modified, restated and supplemented from time to time, the "Credit Agreement"), pursuant to which the Lender has agreed to make certain credit facilities available to the Borrower; and

WHEREAS, as a condition, among others, the Lender has required Borrower to execute and deliver this Agreement in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Credit Agreement);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each initially capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

4. Grant of Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to the Lender a security interest in, as and by way of a first mortgage and security interest having

priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements related to or in connection with the use of the Trademarks with any other party, whether Borrower is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

5. Restrictions on Future Agreements. Borrower will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Borrower further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with those Trademarks or Licenses.

6. New Trademarks and Licenses. Borrower represents and warrants that (a) the Trademarks listed on Schedule A include all of the material U.S. federally registered trademarks now owned by Borrower, and (b) except for the interests of the MLB Entities (as hereinafter defined), no other liens, claims or security interests have been granted by Borrower to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, Borrower shall (i) become the owner of any new U.S. federally registered trademarks, or (ii) obtain rights to or become entitled to the benefit of any U.S. federally registered trademarks whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply to

all of Borrower's right, title and interest in such trademarks. Borrower shall give to Lender written notice of events described in clause (i) of the preceding sentence on a quarterly basis. Borrower hereby authorizes Lender to modify this Agreement by amending Schedule A to include any future U.S. federally registered trademarks owned by Borrower.

7. Royalties. Borrower hereby agrees that the use by Lender of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 16 shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Borrower.

8. Right to Inspect; Further Assignments and Security Interests. The Lender may at all reasonable times during normal business hours (and at any time when a Default or an Event of Default exists) have access to, examine, audit, make copies (at Borrower's expense) and extracts from and inspect Borrower's premises and examine Borrower's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, Borrower's quality control processes; provided that, in conducting such inspections and examinations, Lender shall use reasonable efforts not to unnecessarily disturb the conduct of Borrower's ordinary business operations. Subject to the rights of the MLB Entities, from and after the occurrence and during the continuance of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such reasonable additional product quality controls as Lender or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses. Borrower agrees (a) to maintain the quality of said products as of the date hereof, and (b) not to change the quality of such products in any material respect without Lender's prior and express written consent which consent will not be unreasonably withheld.

9. Termination of Lender's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Obligations, this Agreement shall terminate and Lender shall promptly execute and deliver to the Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement or the Credit Agreement.

10. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (a) prosecute diligently any trademark application or service mark application that is material to Borrower's business and that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, unless the failure to prosecute the same would not reasonably be expected to have a Material Adverse Effect, and (b) make application for trademarks or service marks that are material to Borrower's business, unless the failure to make application would not reasonably be expected to have a Material Adverse Effect. Borrower further agrees (i) not to abandon any Trademark or License, unless the abandonment would not reasonably be expected to have a Material Adverse Effect, and (ii) to use its good faith efforts to maintain in full force and effect the Trademarks and Licenses, except where the failure to maintain would not reasonably be expected to have a Material Adverse Effect. Any expenses incurred in connection with the foregoing shall be borne by Borrower.

11. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, Lender shall, to the extent Borrower retains the right, have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, and to the extent Borrower retains the right, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Lender).

12. Waivers. Lender's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

13. Lender's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, subject to the rights of the MLB Entities, Lender may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement and any other Loan Documents.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Subject to the rights, of the MLB Entities, from and after the occurrence and during the continuance of an Event of Default and the giving of written notice by Lender to Borrower of Lender's intention to enforce its rights and claims against Borrower, Borrower hereby irrevocably designates, constitutes and appoints Lender (and all Persons designated by Lender in its sole and absolute discretion) as Borrower's true and lawful attorney-in-fact, and authorizes Lender and any of Lender's designees, in Borrower's or Lender's name, from and after the occurrence and during the continuance of an Event of Default, to (a) endorse Borrower's name

TRADEMARK
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on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as Lender deems in its best interest. Lender shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 16 without taking like action with respect to the entire goodwill of Borrower's business connected with the use of, and symbolized by, such Trademarks or Licenses. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located.

17. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Lender's prior written consent.

18. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflicts of law provisions) and decisions of the State of New York.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

20. Lender's Duty. Lender shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of Borrower and added to the Obligations secured hereby.

21. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

22. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

23. MLB Approval. Each of the provisions of and security interests granted under this Agreement and the other Loan Documents shall be subject to (a) the provisions of the written approval of the Commissioner, which the Borrower and the Lender have accepted as reasonable and appropriate, and (b) the agreements (the "MLB Agreements") respecting the Trademarks and/or Licenses between Borrower and Major League Baseball Properties, Major League Baseball International, MLB Advanced Media, Major League Baseball Properties Canada and other Major League Baseball entities (all such entities, the "MLB Entities"), and any agreements entered into by the MLB Entities pursuant to the authority granted under the MLB Agreements. Without limiting the generality of the preceding sentence, the Lender shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under any of the Loan Documents except in accordance with and subject to such approval and agreements.

[*Signatures on next page.*]

TRADEMARK
REEL: 002565 FRAME: 0046

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

AZPB LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AZPB I, Inc., an Arizona corporation
Its General Partner

By: Thomas M Harris
Name: Thomas M. Harris
Title: Vice President Finance & Secretary

Accepted and agreed to as of the
_____ day of _____, 2002, by:

CITICORP USA, INC.,
a Delaware corporation

By: _____
Name:
Title: Vice President

TRADEMARK
REEL: 002565 FRAME: 0047

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

AZPB LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AZPB I, Inc., an Arizona corporation
Its General Partner

By: _____
Name: _____
Title: _____

Accepted and agreed to as of the
2nd day of August, 2002, by:

CITICORP USA, INC.,
a Delaware corporation

By: _____
Name: William Demick
Title: Vice President

TRADEMARK
REEL: 002565 FRAME: 0048

STATE OF Arizona)
) SS
COUNTY OF Maricopa)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 1st day of July, 2002, by Thomas M. Harris, personally known to me to be the VP Finance & Secretary of AZPB I, INC., the General Partner of AZPB Limited Partnership, on behalf of such limited partnership.

(SEAL)

OFFICIAL SEAL
MICHELLE AVELLA
Notary Public State of Arizona
MARICOPA COUNTY
My Comm. Expires July 27, 2003

Notary Public Michelle Sabinati (Avella)

County, Maricopa

My commission expires: 7/27/03

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

The foregoing Trademark Security Agreement was executed and acknowledged before me this 8 ND day of ~~July~~ August, 2002, by William Demick personally known to me to be the Vice President of Citicorp USA, Inc., a Delaware corporation, on behalf of such corporation.

(SEAL)

Penelope Riddick

Notary Public
New York County, Nassau

My Commission expires:

PENELOPE RIDDICK
Notary Public, State of New York
No. 01RI6007648
Qualified in Nassau County
Certificate Filed in Nassau County
Commission Expires May 28, 06

Schedule A
to
Trademark Security Agreement

Dated as of June 28, 2002

U.S. Federal Trademark Registrations/Applications

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