

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
St. Louis Cardinals, LLC		12/19/2003	limited liability company: MISSOURI

RECEIVING PARTY DATA

Name:	The Provident Bank, as Agent
Street Address:	One East Fourth Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	2778410	CARDINALS
Registration Number:	2565213	CARDINALS
Registration Number:	2563494	CARDINALS
Registration Number:	2641836	CARDINALS
Registration Number:	2565162	STL
Registration Number:	2597277	CARDINALS
Registration Number:	2619845	STL
Registration Number:	1646801	CARDINALS
Registration Number:	1613969	CARDINALS
Registration Number:	1560783	STL
Registration Number:	1566743	CARDINALS
Registration Number:	1561782	ST. LOUIS CARDINALS
Registration Number:	1561781	
Registration Number:	1566742	ST. LOUIS CARDINALS

OP \$640.00 2778410

Registration Number:	1550274	
Registration Number:	1290475	ST. LOUIS CARDINALS
Registration Number:	1319374	REDBIRDS
Registration Number:	1318609	REDBIRDS
Registration Number:	1214917	STL
Registration Number:	1152691	FREDBIRD
Registration Number:	1161375	CARDINALS SL
Registration Number:	1029880	
Registration Number:	843040	
Registration Number:	843039	
Registration Number:	841051	CARDINALS

CORRESPONDENCE DATA

Fax Number: (513)579-6457
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 513-579-6959
Email: phogan@kmlaw.com
Correspondent Name: Patricia B. Hogan/KMK
Address Line 1: One East Fourth Street
Address Line 2: 1400 Provident Tower
Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	PR6700FI0809
NAME OF SUBMITTER:	Patricia B. Hogan

Total Attachments: 5
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SECURITY AGREEMENT-TRADEMARKS

This SECURITY AGREEMENT – TRADEMARKS (“Agreement”) dated as of December 23, 2003, by and between ST. LOUIS CARDINALS, LLC, a Missouri limited liability company, having its principal place of business at 250 Stadium Plaza, St. Louis, Missouri 63102 (“Debtor”) and THE PROVIDENT BANK, an Ohio banking corporation, having its principal place of business at One East Fourth Street, Cincinnati, Ohio 45202, as Agent for the Lenders (as such terms are hereinafter defined) (in such capacity, together with its successors in such capacity, “Secured Party”).

WITNESSETH:

WHEREAS, Debtor has acquired, adopted and used, and is using, the trademarks listed on Schedule 1 attached hereto and made a part hereof (the “Trademarks”);

WHEREAS, Debtor and Secured Party have entered into a Credit Agreement dated as of December 23, 2003 (as such agreement may be amended, modified or supplemented from time to time, the “Credit Agreement”) among Debtor, as Borrower, and Gateway Stadium, L.L.C., a Missouri limited liability company (“Stadium LLC”), Palm Beach Cardinals, LLC, a Florida limited liability company (“Palm Beach Cardinals”), Gateway Parking, L.L.C., a Missouri limited liability company (“Gateway”) and SLC Holdings, L.L.C., a Missouri limited liability company (“SLC”), (Stadium LLC, Gateway, Palm Beach Cardinals and SLC, the “Guarantors”), the Lenders party thereto, and Secured Party, as Agent; and

WHEREAS, pursuant to that certain Security Agreement of even date herewith by and among the Debtor, the Guarantors, and Secured Party, Secured Party has acquired security interests in the Trademarks and the applications therefore or registrations thereof for the benefit of the Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor does hereby confirm the grant and conveyance of a security interest to Secured Party in all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and in the registrations thereof or applications for registration thereof to secure the prompt payment, performance and observance of the Obligations (as defined in the Credit Agreement). The security interest in the Trademarks created by this Agreement is not to be construed as a present assignment of any of the Trademarks.

Debtor further covenants and warrants to Secured Party:

(a) that Debtor is the sole and exclusive owner of the Trademarks and all rights comprised in the Trademarks and has the full authority to enter into this Agreement;

(b) that the Trademarks have not heretofore been pledged, hypothecated or otherwise encumbered, except such Liens as have been released on or before the date hereof, and are in all aspects free and clear of any Liens other than Permitted Liens;

(c) that, to the knowledge of Debtor, there are currently no adverse claims challenging the validity of the Trademarks which would impair Secured Party's rights hereunder;

(d) that Debtor has not entered into any contract or made any commitment that will or may impair Secured Party's rights hereunder, except as provided for in that certain Amended and Restated Agency Agreement dated effective as of November 1, 2003 by and among Major League Baseball Properties, Inc. and the various Major League Professional Baseball Clubs parties thereto, and the MLB Governing Documents;

(e) that upon an Event of Default under the Credit Agreement, Debtor shall take such actions and execute such documents as are necessary or desirable to create an assignment of the Trademarks, together with the goodwill of the business symbolized by such Trademarks, and in the registrations thereof or applications for registration thereof (such agreement to enter into further assignment being the essence of this Agreement).

THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN.

[Remainder of page intentionally left blank. Signatures to follow.]

This Assignment has been executed by Assignor and Assignee on the date and year first above written.

ASSIGNOR:

ST. LOUIS CARDINALS, LLC

By: *Frederick O. Hanser*
Frederick O. Hanser
Vice Chairman and Assistant Secretary

ASSIGNEE:

THE PROVIDENT BANK, as Agent

By: *Joseph R. Netzel*
Joseph R. Netzel
Vice President

STATE OF Missouri)
City) : SS
COUNTY OF St. Louis)

On this 19th day of December, 2003, before me appeared Frederick O. Hanser, to me personally known, who, being by me duly sworn, did say that he is the Vice Chairman and Assistant Secretary of St. Louis Cardinals, LLC, a Missouri limited liability company, and that the foregoing instrument was signed and sealed in behalf of said limited liability company by authority of its Members, and said Frederick O. Hanser acknowledged said instrument to be the free act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Eva M. Merrell
Notary Public



SCHEDULE 1
TO
SECURITY AGREEMENT – TRADEMARKS
TRADEMARKS

<u>Loan Party's Name</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
St. Louis Cardinals, LLC	2,778,410	10/28/03	CARDINALS (and Design)
St. Louis Cardinals, LLC	2,565,213	04/30/02	CARDINALS (and Design)
St. Louis Cardinals, LLC	2,563,494	04/23/02	CARDINALS (and Design)
St. Louis Cardinals, LLC	2,641,836	10/29/02	CARDINALS (and Design)
St. Louis Cardinals, LLC	2,565,162	04/30/02	STL (Stylized)
St. Louis Cardinals, LLC	2,597,277	07/23/02	CARDINALS (and Design)
St. Louis Cardinals, LLC	2,619,845	09/17/02	STL (Stylized)
St. Louis Cardinals, LLC	1,646,801	06/04/91	CARDINALS
St. Louis Cardinals, LLC	1,613,969	09/18/90	CARDINALS and Design
St. Louis Cardinals, LLC	1,560,783	10/17/89	STL Stylized Letters
St. Louis Cardinals, LLC	1,566,743	11/21/89	CARDINALS and Design
St. Louis Cardinals, LLC	1,561,782	10/24/89	ST. LOUIS CARDINALS (stylized letters)
St. Louis Cardinals, LLC	1,561,781	10/24/89	Design Only – Cardinal with Bat
St. Louis Cardinals, LLC	1,566,742	11/21/89	ST. LOUIS CARDINALS and Design

<u>Loan Party's Name</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Mark</u>
St. Louis Cardinals, LLC	1,550,274	08/01/89	Design Only – Cardinals
St. Louis Cardinals, LLC	1,290,475	08/14/84	ST. LOUIS CARDINALS and Design
St. Louis Cardinals, LLC	1,319,374	02/12/84	REDBIRDS and Design
St. Louis Cardinals, LLC	1,318,609	02/05/85	REDBIRDS and Design
St. Louis Cardinals, LLC	1,214,917	11/02/82	STL Stylized Letters
St. Louis Cardinals, LLC	1,152,691	04/28/81	FREDBIRD
St. Louis Cardinals, LLC	1,161,375	07/14/81	CARDINALS STL and Design
St. Louis Cardinals, LLC	1,029,880	08/21/84	Design Only – Cardinal on Bat
St. Louis Cardinals, LLC	843,040	01/23/68	Design Only – Cardinal with Bat
St. Louis Cardinals, LLC	843,039	01/23/68	Design Only – Cardinals on Bat
St. Louis Cardinals, LLC	841,051	12/19/67	Cardinals