

11-21-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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

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

1. Name of conveying party(ies): Montgomery Professional Baseball Club, LLC 10-30-03 Individual(s) Association General Partnership Limited Partnership Corporation-State Other Limited Liability Company Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: LASALLE BANK NATIONAL ASSOCIATION Internal Address: Street Address: 135 South LaSalle Street City: Chicago State: IL Zip: 60603 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Association 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: 09/29/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78/298,370; 78/298,088 78/298,082; 78/297,998; 78/298,036 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: John J. Loncto Internal Address: Sonnenschein Nath & Rosenthal Street Address: 601 S. Figueroa Street City: Los Angeles State: CA Zip: 90017

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:

DO NOT USE THIS SPACE

9. Signature. John J. Loncto Name of Person Signing Signature Date 10/27/03 Total number of pages including cover sheet, attachments, and document: 14

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



10-30-2003

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #64

TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of the 30th day of September, 2003, by and between MONTGOMERY PROFESSIONAL BASEBALL CLUB, LLC, an Illinois limited liability company, with its chief executive office located at 1515 Sherman Avenue, Suite 2E, Evanston, Illinois 60201 (the "Borrower") and LASALLE BANK, NATIONAL ASSOCIATION, with its principal office located at 135 South LaSalle Street, Chicago, Illinois 60603 (the "Lender").

WITNESSETH:

WHEREAS, Borrower and Lender are parties to that certain Loan and Security Agreement of even date herewith (as amended, modified, restated and supplemented from time to time, the "Loan 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 Loan 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 Loan Agreement shall have the meaning specified for such term in the Loan 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 Loan Agreement. The Loan 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, including, without limitation, interests under the license agreements listed on Schedule B attached hereto and made a part hereof, 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 of goods 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 and the Licenses listed on Schedule B include all of the material U.S. federally registered trademarks now owned by Borrower and all of Borrower's rights and interests in trademark license agreements, 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 prompt written notice of events described in clause (i) of the preceding sentence. Borrower hereby authorizes Lender to modify this Agreement by (i) amending Schedule A to include any future U.S. federally registered trademarks owned by Borrower or (ii) amending Schedule B to include any future Licenses.

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; 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.

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 Loan 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 and the MLB Agreements, 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 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 Loan 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 relevant jurisdiction.

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

19. 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.

20. 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.

21. 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.

22. Effectiveness. This Agreement shall become effective on the date on which all of the parties hereto shall have signed a counterpart hereof and shall have delivered the same to the Lender which delivery may be given to the Lender by facsimile (with the originals delivered promptly to the Lender via overnight courier service). A copy or facsimile signature shall be valid and as effective as an original signature.

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 Office of Commissioner, the President of the Minor League Association and the Southern League President, 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, Inc., Major League Baseball International, MLB Advanced Media, Inc., MLB Advanced Media L.P., Major League Baseball Properties Canada, other Major League Baseball entities, the National Association of Professional Baseball Leagues and the Minor League Association (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.

24. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by the internal laws of the State of Illinois. The Borrower hereby acknowledges that any dispute between the Borrower and the Lender arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Agreement or any other instrument, document or agreement executed or delivered in connection herewith or the transactions related hereto, and whether arising in contract, tort, equity, or otherwise, shall be resolved in accordance with the internal laws and not the conflicts of law provisions of the State of Illinois.

IN ANY ACTION OR PROCEEDING ARISING UNDER OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY OF THE OBLIGATIONS (AS DEFINED HEREIN), EACH OF THE LENDER AND THE BORROWER HEREBY IRREVOCABLY (A) CONSENTS AND SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS, AND (B) WAIVES ANY OBJECTION WHICH SUCH PARTY MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUCH PROCEEDINGS BROUGHT IN ANY SUCH COURT, AND (C) WAIVES ANY CLAIM THAT SUCH PROCEEDINGS HAVE BEEN BROUGHT IN AN INCONVENIENT FORUM, AND (D) FURTHER WAIVES THE RIGHT TO OBJECT WITH RESPECT TO SUCH PROCEEDINGS THAT SUCH COURT DOES NOT HAVE ANY JURISDICTION OVER SUCH PARTY. THIS FORUM SELECTION AGREEMENT APPLIES NO MATTER WHAT THE FORM OF ACTION, WHETHER IN REM, IN PERSONAM, OR ANY OTHER, OR WHETHER BASED ON ANY STATUTE, RULE, OR REGULATION, NOW EXISTING OR HEREAFTER ENACTED.

THE BORROWER HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE AT THE OPTION OF THE LENDER BY ANY ONE OF THE FOLLOWING (A) DELIVERY IN PERSON, (B) BY COURIER,

OR (C) CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS ADDRESS NOTED ABOVE.

ANY PROCESS SERVED BY MAIL SHALL BE COMPLETE ON THE DATE IT IS MAILED. ANY PROCESS SERVED BY ANY OTHER MANNER AFOREMENTIONED SHALL BE COMPLETE ON THE DATE IT IS DELIVERED. THE BORROWER CONSENTS TO SERVICE OF PROCESS AS AFORESAID. THE BORROWER ALSO WAIVES ANY DEFECT IN SERVICE CAUSED BY ITS FAILURE TO NOTIFY THE LENDER IN WRITING OF ANY CHANGE OF ADDRESS.


NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR THE RIGHT OF THE LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST THE BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION.

25. WAIVER OF JURY TRIAL. EACH OF THE BORROWER AND THE LENDER HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT.

[Signatures on next page.]

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

MONTGOMERY PROFESSIONAL BASEBALL CLUB, LLC,
an Illinois limited liability company

By: 

Name: Tom Dickson

Title: Manager

Accepted and agreed to as of the
30th day of September, 2003, by:

LASALLE BANK, NATIONAL ASSOCIATION

By: _____

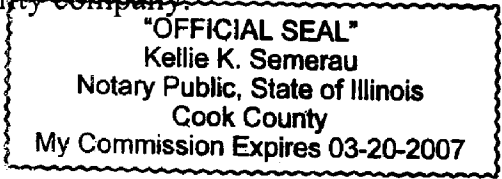
Name: _____

Title: _____

STATE OF IL)
) SS
COUNTY OF COOK)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 29 day of Sept, 2003, by Tom Dickson, personally known to me to be the Manager of MONTGOMERY PROFESSIONAL BASEBALL CLUB, LLC, on behalf of such limited liability company.

(SEAL)



Notary Public Kellie K. Semerau
County COOK
My commission expires: 3/20/07

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

MONTGOMERY PROFESSIONAL BASEBALL CLUB, LLC,
an Illinois limited liability company

By: _____

Name: _____

Title: _____

Accepted and agreed to as of the
30th day of September, 2003, by:

LASALLE BANK, NATIONAL ASSOCIATION

By: *Kerri Schneider*

Name: Kerri Schneider _____

Title: Assistant Vice President _____

STATE OF Illinois)
) SS
COUNTY OF Cook)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 30 day of September, 2003, by Kerri Schneider, personally known to me to be the Assistant Vice President of LASALLE BANK, NATIONAL ASSOCIATION, on behalf of such corporation.

(SEAL)



Notary Public Joyce Marie Logan

County Cook

My commission expires: Aug 4, 2005

Schedule A
to
Trademark Security Agreement

Dated as of September 30, 2003

U.S. Federal Trademark Registrations/Applications

The Borrower claims ownership in any trademarks that arise under the common law. In addition, the Borrower has filed the following trademark applications / registrations with the United States Patent and Trademark Office:

	<u>Mark</u>	<u>Status</u>	<u>Application / Registration Number</u>	<u>Int'l Class</u>	<u>Filed / Registration Date</u>
1.	"Montgomery Biscuits" (stylized with Design)		78/298; 370	16	09/10/2003
2.	"M and Design"		78/298; 088	25	09/09/2003
3.	"Montgomery Biscuits" (stylized with Design)		78/298; 082	25	09/09/2003
4.	"Montgomery Biscuits" (block letters)		78/297; 998	41	09/09/2003
5.	"Big MO" (block letters)		78/298; 036	41	09/09/2003

Schedule B
to
Trademark Security Agreement

Dated as of September 30, 2003

Trademark License Agreements

Licensor

Licensee

Description of License Agreement

NONE