



102720557

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

1. Name of conveying party(ies):

4-12-04

Baseball Expos, L.P.

- Individual(s)
- General Partnership
- Corporation
- Other:
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date:  
March 31, 2004

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Street Address: 100 Federal Street, 9<sup>th</sup> Floor  
Mail Stop MADE 10009C

City: Boston State: MA ZIP: 02110

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

OFFICE OF PUBLIC RECORDS  
2004 APR 12 AM 10:05  
FINANCE SECTION

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

A. Trademark Application No.(s)  
75/471,098

B. Trademark Registration No.(s): 1,725,787; 1,216,796;  
1,005,463; 1,560,469; 1,563,008; 1,881,072; 2,091,518;  
1,873,010; 1,042,655; 1,643,939, 1,560,721; 2,739,388

Additional numbers attached?  Yes  No

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

Name: E. Page Wilkins  
Internal Address: Choate, Hall & Stewart  
Street Address: Exchange Place  
53 State Street  
City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) .....\$340.00

- Enclosed
- Authorized to be charged to deposit account (if underpayment)

8. Deposit account number: 03-1721

(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.

E. Page Wilkins  
Name of person signing

E. Page Wilkins  
Signature

April 8, 2004  
Date

Total number of pages including cover sheet, attachments, and document: 27

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

REGISTRATION NO. 75-471098  
04/13/2004  
01 FC:8521  
02 FC:8522

## SCHEDULE A

### Trademarks and Trademark Registrations

#### Registrations – United States Patent and Trademark Offices

<b>Mark</b>	<b>Reg. #</b>	<b>Reg. Dt</b>
EXPOS	1,725,787	10/20/92
Expos Cap Designation	1,216,796	11/16/82
Expos Cap Designation	1,005,463	2/25/75
Expos Cap Designation	1,560,469	10/17/89
Expos Cap Designation + 20	1,563,008	10/31/89
ANS-YEARS and Design		
Expos Home Uniform Lettering	1,881,072	2/28/95
Expos Home Uniform Lettering	2,091,518	8/26/97
Expos Primary Logo	1,873,010	1/10/95
Expos Primary Logo (Old)	1,042,655	7/6/76
MONTREAL EXPOS	1,643,939	5/7/91
MONTREAL EXPOS (Stylized)	1,560,721	10/17/89
YOUPPI!	2,739,388	7/22/03

#### Applications – United States Patent and Trademark Offices

<b>Mark</b>	<b>App. #</b>	<b>App. Dt.</b>
Youppi Bear Design (arms folded) (Expos Mascot)	75/471,098	4/16/98

#### Registrations – Canadian Intellectual Property Office

<b>Mark</b>	<b>Reg. #</b>	<b>Reg. Dt</b>
CLUB LE RECEVEUR	401169	8/7/92
EXPOS	248526	7/25/80
EXPOS	181802	3/10/72
EXPOS	182347	4/7/87
EXPOS (Stylized)	235763	9/7/79
EXPOS (Stylized)	248908	8/1/80
EXPOS (Stylized)	303417	5/31/85
EXPOS (Stylized)	295412	9/21/84
EXPOS (Stylized)	289645	4/6/84
EXPOS (Stylized)	287201	1/20/84
EXPOS (Stylized)	285340	11/25/83
EXPOS (Stylized)	285298	11/25/83
EXPOS (Stylized)	182349	4/7/72
EXPOS (Stylized)	201766	9/13/74
EXPOS (Stylized)	288270	2/24/84
Expos Cap Designation	249980	8/29/80
Expos Cap Designation	249981	8/29/80
Expos Cap Designation	166085	11/7/69
Expos Cap Designation	196879	1/18/74
Expos Cap Designation	165924	10/24/69
Expos Cap Designation	287410	1/27/84
Expos Cap Designation	287404	1/27/84
Expos Cap Designation	284695	11/4/83
Expos Cap Designation	285297	11/25/83

Expos Home Uniform Lettering	440071	3/3/95
Expos Mascot Design	315,136	6/13/86
Expos Primary Logo	448834	10/13/95
Expos Primary Logo	436815	12/9/94
Expos Primary Logo (Old)	182028	3/24/72
Expos Primary Logo (Old)	286847	1/13/84
Expos Primary Logo (Old)	284696	11/4/83
Expos Primary Logo (Old)	185133	8/25/72
Expos Primary Logo (Old)	192107	6/22/73
Expos Primary Logo (Old)	182352	4/7/72
Expos Primary Logo (Old)	182346	4/7/72
MONTREAL		
Expos Primary Logo (Old) +	284697	11/4/83
MONTREAL		
Expos Road Jersey Lettering	435655	11/18/94
M EXPOS	248907	8/1/80
MONTREAL EXPOS	182496	4/14/72
THE CATCHERS CLUB	401168	8/7/92
YOUPPI (Expos Mascot)	251,948	11/4/80
Youppi Bear Design (arms folded)	506961	1/22/99
(Expos Mascot)		
YOUPPI!	384,392	5/17/91
YOUPPI! and Design	334532	11/27/87

AMENDED AND RESTATED TRADEMARK COLLATERAL  
SECURITY AND PLEDGE AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT (this "Trademark Agreement") dated as of March 31, 2004, is made by BASEBALL EXPOS, L.P., a Delaware limited partnership (the "Borrower"), each other Person made a party hereto after the date hereof (the Borrower and each such Person are each referred to herein as a "Grantor" and they are referred to collectively as the "Grantors") in favor of FLEET NATIONAL BANK, a national banking association, as collateral agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties described in the Credit Agreement referred to below. Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Credit Agreement referred to below.

WHEREAS, on the date hereof, the Borrower has entered into an Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with Fleet National Bank, as Administrative Agent, the Collateral Agent, and the Lenders from time to time party thereto;

WHEREAS, the Borrower and each other Grantor has executed and delivered to the Collateral Agent the Security Agreement, pursuant to which each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance in full of all of the Obligations;

WHEREAS, the Borrower and the Collateral Agent are parties to the Trademark Collateral Security and Pledge Agreement dated as of June 28, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "Original Trademark Security Agreement");

WHEREAS, the Borrower, the Collateral Agent and the other parties hereto wish to amend and restate the Original Trademark Security Agreement on the terms and conditions hereof; and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans to the Borrower and to provide other extensions of credit under the Credit Agreement, the parties hereto hereby agree as follows:

1. Definitions.

As used herein, the following terms shall have the meanings set forth below:

“Assignment of Marks” shall have the meaning specified in Section 2.1.

“Associated Goodwill” shall mean, with respect to any Grantor, all goodwill of such Grantor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks of such Grantor and the use thereof.

“CIPO” means the Canadian Intellectual Property Office.

“Pledged Trademarks” shall mean, with respect to any Grantor, all of such Grantor’s right, title and interest in and to all of the Trademarks, Trademark Registrations, Trademark License Rights, Trademark Rights, Associated Goodwill and Related Assets of such Grantor, whether now existing or hereafter acquired, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing; provided, however, that with respect to Trademarks, Trademark License Rights, Trademark Rights, Associated Goodwill and Related Assets owned by third parties and licensed to such Grantor, the Pledged Trademarks shall only include those rights in which such Grantor is permitted by the applicable agreement to grant the security interests contemplated herein.

“PTO” shall mean the United States Patent and Trademark Office.

“Related Assets” shall mean, with respect to any Grantor, all assets, rights and interests of such Grantor that uniquely reflect or embody the Associated Goodwill of such Grantor.

“Trademark Agreement” shall mean this Amended and Restated Trademark Collateral Security and Pledge Agreement, as amended, supplemented or otherwise modified from time to time.

“Trademark License Rights” shall mean, with respect to any Grantor, any and all rights and interests of such Grantor pursuant to any and all franchising or licensing agreements, which allow such Grantor to grant security interests as contemplated herein, in favor of such Grantor, or to which such Grantor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties, including the right (but not the obligation) in the name of such Grantor or the Collateral Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which such Grantor is a party.

“Trademark Registrations” shall mean, with respect to any Grantor, all federal, state, local and foreign registrations of the Trademarks of such Grantor, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of such Grantor, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

“Trademark Rights” shall mean, with respect to any Grantor, any and all rights in, to and associated with the Trademarks of such Grantor throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations of such Grantor; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of such Grantor for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, Trademark Rights, or Associated Goodwill of such Grantor, and the rights to damages or profits due or accrued arising out of or in connection with any such infringement, dilution, damage or injury; and the Trademark License Rights of such Grantor.

“Trademarks” shall mean, with respect to any Grantor, all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of such Grantor, that (i) are set forth on Schedule A hereto, or (ii) are now owned, held or used by such Grantor, in such Grantor’s business, or with such Grantor’s products and services, and in which such Grantor has any right, title or interest, or (iii) are in the future owned by such Grantor in such Grantor’s business, or in which such Grantor in the future acquires any right, title or interest.

“use” shall mean, with respect to any Trademark, all uses of such Trademark by, for or in connection with the applicable Grantor or its business or for the direct or indirect benefit of such Grantor or its business, including all such uses by such Grantor itself, by any of the affiliates of such Grantor, or by any franchisee, licensee or contractor of such Grantor.

Unless otherwise provided herein, the rules of interpretation set forth in Article I of the Credit Agreement shall be applicable to this Trademark Agreement.

2. Grant of Security Interest.

2.1. Security Interest. As collateral security for the payment and performance in full of all of the Obligations and subject to the MLB Governing Documents, and any documents entered into based on such MLB Governing Documents, each Grantor hereby unconditionally grants to the Collateral Agent a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Collateral Agent. In addition, each Grantor has executed in blank and delivered to the Collateral Agent a conditional assignment of United States federally registered trademarks in substantially the form of Exhibit 1 hereto (the “Assignment of Marks”) and will, at the request of the Collateral Agent, execute and deliver in favor of the Collateral Agent an equivalent form of assignment in respect of Canadian federally registered trademarks. Each Grantor hereby authorizes the Collateral Agent, subject to the consent of MLB Properties, which consent shall not be unreasonably withheld or delayed, to complete as assignee and record with

the PTO the Assignment of Marks and to complete and register with the CIPO the equivalent Canadian form upon the effectiveness of the assignment described in subsection 2.2 below and the proper exercise of the Collateral Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1 and subject to all present and future conditions and restrictions imposed by or under the MLB Governing Documents and otherwise in connection with the use or transfer of the Collateral, each Grantor grants, assigns, transfers, conveys and sets over to the Collateral Agent, for the benefit of the Secured Parties, such Grantor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by such Grantor to the Collateral Agent or its nominee in lieu of foreclosure) and shall only be exercised in accordance with the MLB Governing Documents.

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Collateral Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed by each Grantor in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO or the CIPO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent or the Secured Parties in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the UCC (including the security interest in the Pledged Marks), or any present or future rights and interests of the Collateral Agent or the Secured Parties in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the UCC; provided, that the foregoing are subject to the MLB Governing Documents. Any and all rights and interests of the Collateral Agent or the Secured Parties in and to the Pledged Trademarks (and any and all obligations of the Borrower with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent and the Secured Parties (and the obligations of the Grantors) in, to or with respect to the Collateral (including the

Pledged Trademarks) provided in or arising under or in connection with the Security Agreement, subject to the MLB Governing Documents, and shall not be in derogation thereof.

2.4. Consent to Assignment and Enforcement. Each Grantor hereby acknowledges and consents to the assignment to Fleet, in its capacity as collateral agent (in such capacity, the "Baseball Finance Credit Facility Collateral Agent") under the Security Agreement dated as of the date hereof made by Baseball Finance LLC, a Delaware limited liability company in favor of the Baseball Finance Credit Facility Collateral Agent (the "Baseball Finance Security Agreement"), pursuant to the Baseball Finance Security Agreement of the grant of the Collateral Agent's security interest hereunder in the Pledged Trademarks. In connection with such assignment, each Pledgor acknowledges and agrees that the Collateral Agent is the direct beneficiary of certain rights and benefits hereunder and that, as the assignee pursuant to the Baseball Finance Security Agreement of the Collateral Agent's rights hereunder, the Baseball Finance Credit Facility Collateral Agent is entitled to the benefits and protections of this Agreement and may enforce this Agreement as if it were a party hereto. Notwithstanding the foregoing, the acknowledgment, consent and agreement by each Grantor in this Section shall not extend or apply to any hypothec created for purposes of Quebec law, nor to the Canadian Security Agreement or the Canadian IP Security Acknowledgement.

3. Representations, Warranties and Covenants. Each Grantor represents, warrants and covenants, except with respect to Schedule A as it may be modified by the Collateral Agent pursuant to Section 6.2 without the Borrower's or such Grantor's approval, that:

(a) Schedule A sets forth a true and complete list of all Trademark Registrations registered in the PTO or the CIPO in the name of such Grantor;

(b) the Trademark Registrations listed on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of such Trademark Registrations;

(c) to the best of such Grantor's knowledge, each of the Trademark Registrations listed on Schedule A is valid and enforceable;

(d) to the best of such Grantor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights that are material to the Borrower Parties or their business;

(e) to the best of such Grantor's knowledge, no claim has been made that the use of any of the Trademarks that are material to the Borrower Parties or their business violates or may violate the rights of any third person, and to the best of such Grantor's knowledge, there is no infringement by such Grantor of the trademark rights of others;



(f) a Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks that are material to the Borrower Parties or their business (other than ownership and other rights reserved by third party owners with respect to Trademarks that a Grantor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by a Grantor not to sue third persons, other than (i) licenses granted by such Grantor in the ordinary course of business and (ii) the security interest and assignment created by the Security Agreement and this Trademark Agreement;

(g) a Grantor has the unqualified right to enter into this Trademark Agreement and to perform its terms and, to the extent necessary, has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained;

(h) the Grantors have used, and will continue to use, all legally required notices in connection with its use of the Trademarks;

(i) the Grantors have used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its provision of products and services sold or provided under the Trademarks;

(j) this Trademark Agreement, together with the Security Agreement, will create in favor of the Collateral Agent a valid and perfected first priority security interest in the United States Pledged Trademarks upon making the filings referred to in clause (k) of this Section 3; and

(k) except for the filing of financing statements with the Secretary of State for the State of Delaware under the UCC and the recording of this Trademark Agreement with the PTO, with respect to United States Pledged Trademarks and the filing of the Canadian IP Security Acknowledgment with the CIPO, with respect to Canadian Pledged Trademarks, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by such Grantor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by such Grantor, or (B) for the perfection of or the exercise by the Collateral Agent (for the benefit of the Secured Parties) of any of its rights and remedies hereunder.

4. Inspection Rights. Each Grantor hereby grants to the Collateral Agent and its employees and agents the right, upon reasonable notice during normal business hours, to visit such Grantor's plants and facilities, if any, that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto upon reasonable advance notice at reasonable times during regular business hours.

5. No Transfer or Inconsistent Agreements. Without the Collateral Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Grantors' business, the Grantors will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Grantors' obligations under this Trademark Agreement or the Security Agreement.

6. After-Acquired Trademarks, etc.

6.1. After-acquired Trademarks. If, before the Obligations shall have been fully satisfied, any Grantor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto. Upon the request of the Collateral Agent, each Grantor shall promptly provide to the Collateral Agent notice thereof in writing and execute and deliver to the Collateral Agent such documents or instruments as the Collateral Agent may reasonably request further to implement, preserve or evidence the interest of the Collateral Agent, for the benefit of the Secured Parties, therein.

6.2. Amendment to Schedule. Each Grantor authorizes the Collateral Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of such Grantor's further approval or signature if such Grantor cannot or does not reasonably provide such approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6 or to reflect the addition of a Grantor hereunder.

7. Trademark Prosecutions.

7.1. Grantors Responsible. Each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and the Grantors, jointly and severally, shall hold the Collateral Agent and each Secured Party harmless from any and all costs, damages, liabilities and expenses that may reasonably be incurred by the Collateral Agent or any Secured Party in connection with the interests of the Collateral Agent and the Secured Parties in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Grantors shall retain trademark counsel reasonably acceptable to the Collateral Agent.

7.2. Grantors' Duties, etc. Each Grantor shall have the right and the duty, through trademark counsel retained in accordance with the MLB Governing Documents, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations that are material to the Borrower

Parties or their business, including the filing of appropriate renewal applications and other instruments to maintain in effect such Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne jointly and severally by the Grantors. Unless reasonably required by MLB Properties, no Grantor shall abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Collateral Agent, which consent shall not be unreasonably withheld.

7.3. Grantors' Enforcement Rights. Each Grantor shall have the right and the duty to bring suit or other action in its own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. Each Grantor may require the Collateral Agent to join in such suit or action as necessary to assure such Grantor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Collateral Agent is completely satisfied that such joinder will not subject the Collateral Agent to any risk of liability. The Grantors, jointly and severally shall promptly, upon demand, reimburse and indemnify the Collateral Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Collateral Agent pursuant to this Section 7.3.

7.4. Protection of Trademarks, etc. In general, the Grantors shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to maintain, protect, preserve, care for and enforce the Pledged Trademarks that are material to the Borrower Parties or their business. The Grantors shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks that are material to the Borrower Parties or their business.

7.5. Notification by Grantors. Promptly upon the reasonable request of the Collateral Agent, the Grantors will notify the Collateral Agent in writing of any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States of America or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Grantors' rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Grantors or the Collateral Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Collateral Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. Remedies. Upon the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have, subject to the restrictions contained in the MLB Governing Documents (and any agreements entered into pursuant to the MLB Governing Documents), in addition to all other rights and remedies given it by this Trademark Agreement

(including, without limitation, those set forth in Section 2.2), the Credit Agreement, the Security Agreement, the other Security Documents and the other Loan Documents, those remedies allowed by law and the rights and remedies of a secured party under the UCC, and, without limiting the generality of the foregoing, the Collateral Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Grantors, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Grantors may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Collateral Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in Section 19 of the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Borrower on behalf of the Grantors at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Grantors hereby agree shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Collateral Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. Collateral Protection. If any Grantor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of any Grantor shall be materially breached, the Collateral Agent (for the benefit of the Secured Parties), in its own name or that of any Grantor (in the sole discretion of the Collateral Agent, but with prior notice to the Borrower), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Grantors agree, jointly and severally, promptly to reimburse the Collateral Agent for any cost or expense incurred by the Collateral Agent in so doing.

10. Power of Attorney. If any Event of Default shall have occurred and be continuing, each Grantor does hereby make, constitute and appoint the Collateral Agent (and any officer or agent of the Collateral Agent as the Collateral Agent may select in its exclusive discretion) as such Grantor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse such Grantor's name on all applications, documents, papers and instruments necessary for the Collateral Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Collateral Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of such Grantor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that such Grantor is obligated to execute and do hereunder, subject to the terms and conditions of the MLB Governing Documents and documents entered into based on such MLB Documents. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Collateral Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action

taken or omitted to be taken by the Collateral Agent under this power of attorney (except for the Collateral Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. Further Assurances. The Grantors shall, at any time and from time to time, and at their own expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Collateral Agent may reasonably request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Collateral Agent the grant, perfection and priority of the security interest of the Collateral Agent, for the benefit of the Secured Parties, in the Pledged Trademarks.

12. Termination; Reinstatement.

(a) At such time as all of the Obligations have been Fully Satisfied, this Trademark Agreement shall automatically terminate, all rights in and to the Pledged Trademarks shall automatically revert to and be re-vested in the Grantors, and the Collateral Agent shall, upon the written request and at the expense of the Borrower, execute and deliver to the Borrower all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Grantors the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Collateral Agent, for the benefit of the Secured Parties, by the Grantors pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Collateral Agent pursuant hereto or the Security Agreement.

(b) Notwithstanding the provisions of subsection (a) above, this Agreement shall continue to be effective or be reinstated, as the case may be, and any rights theretofore reverted to or re-vested in the Grantors pursuant to subsection (a) shall become vested in the Collateral Agent, if at any time any amount received by any Secured Party in respect of the Obligations is rescinded or must otherwise be restored or returned by such Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of any Grantor or upon the appointment of any intervenor or conservator of, or trustee or similar official for, any Grantor or any substantial part of their respective properties, or otherwise, all as though such payments had not been made.

13. Course of Dealing. No course of dealing between the Grantors and the Collateral Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Collateral Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right,

power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Collateral Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid, jointly and severally, by the Grantors.

15. Overdue Amounts. Until paid, all amounts due and payable by the Grantors hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the Default Rate.

16. No Assumption of Liability; Indemnification. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT NOR ANY SECURED PARTY ASSUMES ANY LIABILITIES WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE BORROWER'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE GRANTORS, AND THE GRANTORS, JOINTLY AND SEVERALLY, SHALL INDEMNIFY THE COLLATERAL AGENT AND THE SECURED PARTIES FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE COLLATERAL AGENT WITH RESPECT TO SUCH LIABILITIES.

17. Notices. All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in the manner and at the respective addresses specified in Section 9.3 of the Credit Agreement or on the signature pages of any supplement hereto.

18. Amendment and Waiver. This Trademark Agreement is subject to modification only by a writing signed by the Collateral Agent and the Grantors, except as provided in Section 6.2 and except for any supplement entered into pursuant to Section 23 hereof. The Collateral Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Collateral Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. Governing Law; Consent to Jurisdiction. THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE

GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. Each party hereto agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the State of New York or any federal court sitting in the Southern District of New York and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon such party by mail at the address specified in Section 17. Each party hereto hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. Waiver of Jury Trial. EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, each Grantor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. Each Grantor (a) certifies that neither the Collateral Agent nor any representative, agent or attorney of the Collateral Agent has represented, expressly or otherwise, that the Collateral Agent would not, in the event of litigation, seek to enforce the foregoing waivers, and (b) acknowledges that, in entering into the Credit Agreement and the other Loan Documents to which the Collateral Agent is a party, the Collateral Agent and the Secured Parties are relying upon, among other things, the waivers and certifications contained in this Section 20.

21. Miscellaneous. The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Grantors and their respective successors and assigns, and shall inure to the benefit of the Collateral Agent, the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Each Grantor acknowledges receipt of a copy of this Trademark Agreement.

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

(a) The Collateral Agent is aware of the provisions contained in Article V, Section 2(b)(2) of the MLB Constitution and recognizes that the Ownership Committee of Baseball has issued the Guidelines;

(b) The Collateral Agent acknowledges that Article V, Section 2(b)(2) of the MLB Constitution and the Guidelines require that the transfer of a control interest in either the Franchise or the Borrower be subject to the approving vote of

the Major League Clubs in their absolute discretion. The Collateral Agent also acknowledges the "best interests of baseball" powers held by the Commissioner under the MLB Constitution. Accordingly, the Collateral Agent acknowledges that such approvals would be required for any sale or transfer of the Franchise, the Borrower, or an interest in either the Franchise or the Borrower, or any sale, transfer, assignment, license, sublease, or other conveyance of other elements of the Collateral arising directly from the Borrower's interest in the Franchise, any MLB Entity or the MLB Governing Documents, to a third party as well as to the Collateral Agent, and that each such transaction shall be subject to and made in accordance with the MLB Constitution and the Guidelines;

(c) The Collateral Agent acknowledges that any temporary or permanent management of the Franchise or the Borrower shall be subject to the prior approval of the Commissioner and the Major League Clubs. In the event the Collateral Agent desires to operate the Franchise or the Borrower for its own account on a temporary or permanent basis, the Collateral Agent shall seek the prior approval of the Commissioner and the Major League Clubs, in accordance with the MLB Constitution, the Guidelines, the MLB Governing Documents and any agreements entered into pursuant to the MLB Governing Documents;

(d) The rights granted to the Collateral Agent pursuant to this Agreement and the other Security Documents shall in all respects be subordinate to the MLB Constitution, the Guidelines, the MLB Governing Documents and any agreements entered into pursuant to the MLB Governing Documents; and

(e) It is understood and acknowledged that the Grantors' rights and obligations with respect to its Trademarks, and Trademark Registrations, Trademark Rights and Trademark Licenses are subject to the provisions of the MLB Governing Documents (and any agreements entered into pursuant to the MLB Governing Documents), and that the Grantors' obligations and the Collateral Agent's rights hereunder are subject to the terms of the MLB Governing Documents (and any agreements entered into pursuant to the MLB Governing Documents).

23. Additional Grantors. Each Person becoming a Grantor hereunder shall execute and deliver to the Collateral Agent a Trademark Security Agreement Supplement in substantially the form of Exhibit 2 hereto.

[Signature page follows]



IN WITNESS WHEREOF, this Trademark Agreement has been executed as an instrument under seal as of the date first above written.

BASEBALL EXPOS, L.P.

By: Baseball Expos GP, Inc.,  
its General Partner

By: Robert J. Clark  
Name: Robert J. Clark  
Title: Vice President

FLEET NATIONAL BANK, not in its  
individual capacity, but solely as Collateral  
Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to BELP Amended and Restated Trademark Collateral Security and  
Pledge Agreement]

TRADEMARK  
REEL: 002947 FRAME: 0491

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF New York )

Before me, the undersigned, a Notary Public in and for the county, on this 30<sup>th</sup> day of March, 2004, personally appeared Robert J. Clark to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Baseball Expos, L.P., and he acknowledged this instrument to be the free act and deed of Baseball Expos, L.P.



Notary Public

My commission expires:

PATRICIA A. HEMM  
Notary Public, State Of New York  
No. 24-4854290  
Qualified In Nassau County  
Commission Expires March 3, 2006

[Signature Page to BELP Amended and Restated Trademark Collateral Security and Pledge Agreement]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as an instrument under seal as of the date first above written.

BASEBALL EXPOS, L.P.

By: Baseball Expos GP, Inc.,  
its general partner

By: \_\_\_\_\_

Name:

Title:

FLEET NATIONAL BANK, not in its individual capacity, but solely as Collateral Agent

By:  \_\_\_\_\_

Name:

Title:

Peter Dorfman  
Managing Director

[Signature Page to BELP Amended and Restated Trademark Collateral Security and Pledge Agreement]

TRADEMARK  
REEL: 002947 FRAME: 0493

EXHIBIT 1

[FORM OF] ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, [ \_\_\_\_\_ ], a [ \_\_\_\_\_ ] (the "Grantor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks below.

Notwithstanding any contrary provisions contained herein:

(a) The Assignee is aware of the provisions contained in Article V, Section 2(b)(2) of the Major League Constitution among the Major League Clubs (such document, as may be amended from time to time, the "MLB Constitution"), and recognizes that the Ownership Committee of Baseball has issued "Control Interest Transfers -- Guidelines & Procedures", dated August 23, 1993 (such document and any successor guidelines, as may be amended from time to time, the "Guidelines");

(b) The Assignee acknowledges that Article V, Section 2(b)(2) of the Constitution and the Guidelines require that the transfer of a control interest in either the Franchise (as hereinafter defined) or the Borrower be subject to the approving vote of the Major League Clubs in their absolute discretion. The Assignee also acknowledges the "best interests of baseball" powers held by the Commissioner under the MLB Constitution. Accordingly, the Assignee acknowledges that such approvals would be required for any sale or transfer of the Franchise, the Borrower, or an interest in either the Franchise or the Borrower, or any sale, transfer, assignment, license, sublease, or other

conveyance of other elements of the Marks arising directly from the Borrower's interest in the Franchise, any MLB Entity (as hereinafter defined) or the MLB Governing Documents (as hereinafter defined), to a third party as well as to the Assignee, and that each such transaction shall be subject to and made in accordance with the MLB Constitution, the Guidelines, the MLB Governing Documents and any agreements entered into pursuant to the MLB Governing Documents;

(c) The Assignee acknowledges that any temporary or permanent management of the Franchise or the Borrower shall be subject to the prior approval of the Commissioner and the Major League Clubs. In the event the Assignee desires to operate the Franchise or the Borrower for its own account on a temporary or permanent basis, the Assignee shall seek the prior approval of the Commissioner and the Major League Clubs, in accordance with the MLB Constitution, the Guidelines, the MLB Governing Documents and any agreements entered into pursuant to the MLB Governing Documents; and

(d) The rights granted to the Assignee pursuant to this Assignment shall in all respects be subordinate to the MLB Constitution, the Guidelines, the MLB Governing Documents and any agreements entered into pursuant to the MLB Governing Documents.

As used herein, the following terms have the meanings set forth below:

"Borrower" shall mean Baseball Expos, L.P., a Delaware limited partnership.

"Franchise" shall mean the MLB franchise held by the Borrower pursuant to which the professional baseball club named the "Expos" plays as a member team in the home territory of "Montreal".

"MLB" shall mean the Office of the Commissioner of Baseball, on its own behalf and as agent for the major league baseball clubs party to the MLB Constitution, together with such other entities (other than the MLB Entities) as may be appointed by the Officer of the Commissioner of Baseball or such clubs to act in their interest or on their behalf.

"MLB Entities" shall mean the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., Major League Baseball Properties Canada, Inc., Baseball Television, Inc., MLB Advanced Media, L.P. and Major League Baseball Enterprises, Inc.

"MLB Governing Documents" shall mean the Constitution, the Guidelines, the Major League Baseball Properties, Inc. Agency Agreement and Operating Guidelines and each other document entered into among or setting forth rules and regulations governing the operation and maintenance of the participating clubs of MLB.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this assignment, as an instrument under seal, on this \_\_\_\_ day of \_\_\_\_\_.

[GRANTOR]

By: \_\_\_\_\_

Name:

General Partner:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Grantor to the Assignee is hereby accepted as of the \_\_\_\_ day of \_\_\_\_.

[ASSIGNEE]

By: \_\_\_\_\_

Title:

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, a Notary Public in and for the county, on this \_\_\_\_ day of \_\_\_\_\_, 200\_, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is the \_\_\_\_\_ of \_\_\_\_\_, and that this instrument was signed and sealed on behalf of \_\_\_\_\_ and \_\_\_\_\_ acknowledged this instrument to be the free act and deed of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

[FORM OF] TRADEMARK SECURITY AGREEMENT SUPPLEMENT

SUPPLEMENT, dated as of \_\_\_\_\_, \_\_\_\_\_, to the Trademark Collateral Security and Pledge Agreement, dated as of March 31, 2004 (the "Trademark Security Agreement"), among Baseball Expos, L.P., a Delaware limited partnership (the "Borrower"), and each other Grantor becoming party thereto as provided in Section 23 thereof, and Fleet National Bank, as Collateral Agent (the "Collateral Agent").

A. Reference is made to (a) the Amended and Restated Credit Agreement, dated as of March 31, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Fleet National Bank, as Administrative Agent, the Collateral Agent, and the Lenders from time to time party hereto and (b) the Subsidiaries Guaranty.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

C. The Grantors have entered into the Trademark Security Agreement in order to induce the Lenders to make Loans under the Credit Agreement. Pursuant to Section 5.18 of the Credit Agreement, the undersigned is required to become party to the Trademark Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Trademark Security Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

1. In accordance with Section 23 of the Trademark Security Agreement and Section 5.18 of the Credit Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor, and the New Grantor hereby (a) agrees to all the terms and provision of the Trademark Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. If furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations, does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Pledged Trademarks (as defined in the Trademark Security Agreement), and grants, assigns, conveys and sets over to the Collateral Agent, for the benefit of the Secured Parties, the New Grantor's entire right, title and interest in and to the Pledged Trademarks, subject to the proviso set for in Section 2.2 of the Trademark Security Agreement. Each

reference to a "Grantor" in the Trademark Security Agreement shall be deemed to include the New Grantor. The Trademark Security Agreement is hereby incorporated herein by reference.

2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as the enforceability hereof may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting the enforcement of creditors' rights generally.

3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent.

4. Schedule A to the Trademark and Security Agreement is hereby supplemented by adding to such schedule the Trademarks and Trademark Registrations described on the Annex hereto.

5. Except as expressly supplemented hereby, the Trademark Security Agreement shall remain in full force and effect.

6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Trademark Security Agreement shall not in any way be affected or impaired thereby.

8. All communications and notices hereunder shall be in writing and given as provided in the Trademark Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.



IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement as of the day and year first above written.

[NAME OF NEW GRANTOR]

By: \_\_\_\_\_

Name:

Title:

Address:

FLEET NATIONAL BANK, not in its individual capacity, but solely as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

STATE OF NEW YORK

)

) ss.

COUNTY OF \_\_\_\_\_)

Before me, the undersigned, a Notary Public in and for the county, on this \_\_\_\_ day of \_\_\_\_\_, 200\_, personally appeared \_\_\_\_\_ to me known personally, and who, being by me duly sworn, deposes and says that he is the \_\_\_\_\_ of \_\_\_\_\_, and that this instrument was signed and sealed on behalf of \_\_\_\_\_ and \_\_\_\_\_ acknowledged this instrument to be the free act and deed of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

ANNEX

Trademark  
or  
Service Mark

Registrations --  
United States Patent and Trademark Office  
Registration No.                      Registration Date

*[List chronologically in ascending numerical order]*

Trademark  
or  
Service Mark

Registrations--  
Canadian Intellectual Property Office  
Registration No.                      Registration Date

*[List chronologically in ascending numerical order]*

Trademark  
or  
Service Mark

Pending Applications --  
United States Patent and Trademark Office  
Serial No.                      Filing Date

*[List chronologically in ascending numerical order]*

Trademark  
or  
Service Mark

Pending Applications --  
Canadian Intellectual Property Office  
Serial No.                      Filing Date

*[List chronologically in ascending numerical order]*