

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
Curve Baseball LP		02/24/2006	LIMITED PARTNERSHIP: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	S&T Bank		
Street Address:	800 Philadelphia Street		
City:	Indiana		
State/Country:	PENNSYLVANIA		
Postal Code:	15701		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2389286	ALTOONA CURVE	
Registration Number:	2389276	A	
Registration Number:	2389310	ALTOONA CURVE	
Registration Number:	2314329	ALTOONA CURVE	
Registration Number:	2362135	STEAMER	
Registration Number:	2960787	EVERYBODY'S HOMETOWN TEAM	
CORRESPONDENCE DATA			
Fax Number:	(412)765-3319		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(412) 765-2212		
Email:	spapernick@papernick-gefsky.com		
Correspondent Name:	Stephen M. Papernick, Esquire		
Address Line 1:	One Oxford Centre, 34th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		

OP \$165.00 2389286

NAME OF SUBMITTER:	Stephen M. Papernick, Esquire
Signature:	/s/ Stephen M. Papernick
Date:	03/01/2006

Total Attachments: 20

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SECURITY AGREEMENT

Debtor: **CURVE BASEBALL LP**, a Pennsylvania limited partnership,
including trading and doing business as **ALTOONA CURVE**
Debtor's Address: **1000 Park Avenue, Altoona, Pennsylvania 16603**

Secured Party: **S&T BANK**
Secured Party's Address: **800 Philadelphia Street, Indiana, Pennsylvania 15701**

Trademark Registration Numbers Affected: **2,389,286**
2,389,276
2,389,310
2,314,329
2,362,135
2,960,787

Filed On Behalf of Secured Party by: **Stephen M. Papernick, Esquire**
Papernick & Gefsky, LLC
34th Floor
One Oxford Centre
Pittsburgh, PA 15219
Telephone: (412) 765-2212
Telefax: (412) 765-3319

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") made this 24th day of February, 2006, by **CURVE BASEBALL LP**, a Pennsylvania limited partnership, including trading and doing business as **ALTOONA CURVE**, having a current mailing address of **1000 Park Avenue, Altoona, Pennsylvania 16603** (hereinafter referred to as the "Debtor"),

TO AND IN FAVOR OF:

S&T BANK, having an office at 800 Philadelphia Street, Indiana, Pennsylvania 15701 (hereinafter referred to as the "Lender"),

WITNESSETH:

WHEREAS, State College Professional Baseball LP ("SCPB") has executed and delivered to Lender a note (the "Term Note"), dated of even date herewith, wherein the SCPB promises to pay to Lender a loan (the "Term Loan") in the original principal sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00), lawful money of the United States of America, advanced by Lender to SCPB pursuant to the terms of a Loan Agreement of even date herewith (the "Term Loan Agreement"), and to be repaid with interest thereon at the rate and the times, in the manner and according to the terms and conditions specified in the Term Note; and

WHEREAS, SCPB has executed and delivered to Lender a letter of credit note (the "LOC Note"), dated of even date herewith, wherein the SCPB promises to reimburse Lender for draws under a letter of credit in connection with a letter of credit loan (the "LOC Loan") in the maximum principal sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00), lawful money of the United States of America, advanced by Lender to SCPB pursuant to the terms of a Letter of Credit Loan Agreement of even date herewith (the "LOC Loan Agreement"), and to be repaid with interest thereon at the rate and the times, in the manner and according to the terms and conditions specified in the LOC Note; and

WHEREAS, Debtor has executed and delivered to Lender a note (the "Curve Note"), dated March 28, 2002, wherein Debtor promises to pay to Lender a loan (the "Curve Loan") in the principal sum of Eight Million Dollars (\$8,000,000.00), lawful money of the United States of America, advanced by Lender to Debtor pursuant to the terms of a Loan Agreement dated March 28, 2002 (the "Curve Loan Agreement"), and to be repaid with interest thereon at the rate and the times, in the manner and according to the terms and conditions specified in the Curve Note; and

WHEREAS, SCPB and Debtor are hereinafter collectively called the "Obligors"; the Term Note, Curve Note and LOC Note, including as the same may be amended, modified and/or replaced from time to time in the future, are hereinafter collectively called the "Notes"; the Term Loan, Curve Loan, and LOC Loan are hereinafter collectively called the "Loans"; and the Term Loan Agreement, Curve Loan Agreements, and the LOC Loan Agreement, including as the same may be amended, modified and/or replaced from time to time in the future, are hereinafter collectively called the "Loan Agreements"; and

WHEREAS, all instruments and/or documents given to evidence and/or secure the Loans, including those defined as the "Loan Security Documents" in the Loan Agreements, including as the same may be amended, modified and/or replaced from time to time in the future, are hereinafter collectively called the "Loan Security Documents";

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

NOW, THEREFORE, in consideration of the foregoing recitals, and in consideration of the Loans, the Obligations, and any extensions of credit made or to be made by the Lender to the Obligors, and intending to be legally bound hereby, the Debtor hereby agrees to and with Lender as follows:

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

(a) "Accounts" shall have the meaning given to that term in the Code and shall include without limitation all rights of the Debtor, whenever acquired, to payment for goods sold or leased or for services rendered, whether or not earned by performance, and other obligations or indebtedness owed to the Debtor from whatever source arising; all rights of the Debtor to receive any payments in money or kind; all guarantees of the foregoing and security therefor; all of the right, title and interest of the Debtor in and with respect to the goods, services or other property that gave rise to or that secure any of the foregoing, and insurance policies and proceeds relating thereto, and all rights of the Debtor as an unpaid seller of goods and services, including, but not limited to, the rights of stoppage in transit, replevin, reclamation and resale; payment obligations arising out of the sale, lease or license of tangible or intangible property; credit card receivables; health care receivables; and all of the foregoing, whether now owned or existing or hereafter create or acquired.

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

(c) "Debtor's Address" shall mean the address set forth in the first part of this Agreement.

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

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

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

(g) "Commercial Tort Claims" shall have the meaning given to that term in the Code and shall include without limitation those commercial tort claims more specifically described on Exhibit "B" attached hereto and made a part hereof.

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

(i) "Deposit Accounts" shall have the meaning given to that term in the Code.

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

(k) "Equipment" shall have the meaning given to that term by the Code and shall include without limitation all Goods owned by the Debtor, whenever acquired and wherever located, used or bought for use primarily (i) in the business of Debtor, or (ii) for the benefit of the Debtor, and which are not included in Inventory of the Debtor, together with all attachments, accessories and parts used or intended to be used with any of those Goods or Fixtures, whether now or hereafter installed therein or thereon or affixed thereto, as well as all substitutes and replacements of any of the foregoing in whole or in part.

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

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

(n) "GAAP" shall mean generally accepted accounting principles.

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

(p) "Goods" shall have the meaning given to that term in the Code and shall include without limitation, any computer program imbedded in such goods.

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

(r) "Inventory" shall have the meaning given to that term in the Code and shall include without limitation all goods owned by the Debtor, whenever acquired and wherever located, held for sale or lease or furnished or to be furnished under contracts of service, and all raw materials, work in process and materials owned by the Debtor and used or consumed in the Debtor's business, whenever acquired and wherever located, and all products thereof, and all substitutions, replacements, additions, or accessions therefor and thereto.

(s) "Investment Property" shall have the meaning given to that term in the Code.

(t) "Letter of credit rights" shall have the meaning given to that term in the Code.

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

liens in existence less than 120 days from the date of creation thereof in respect of obligations not yet due or payable, or are being contested in good faith by a Proper Proceeding; (vi) easements, rights of way, zoning restrictions, and/or restrictions on the use of real property; or (vii) purchase money security interests (or contingent liens as to leased personal property) in personal property acquired after the date hereof in the ordinary course of Debtor's business, which singly or in the aggregate, are in the sum of \$100,000.00 or less.

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

(w) "Supporting obligations" shall have the meaning set forth in the Code.

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

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

"Collateral" shall mean collectively the Accounts, Chattel Paper, Commercial Tort Claims, Documents, Deposit Accounts, Goods, Equipment, Fixtures, General Intangibles, Instruments, Investment Property, Inventory, Letter of Credit Rights, Supporting Obligations and the Proceeds of each of them.

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

(a) The Debtor utilizes no trade names in the conduct of its business, except the names set forth above in the first part of this Agreement, except the trade name "Altoona Curve", nor has Debtor changed its name, been the surviving entity in a merger, or acquired any business.

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

(c) The Debtor is the owner of the Collateral free and clear of all security interests, mortgages, liens or encumbrances, except for liens that arise by operation of law with respect to obligations of the Debtor that are not yet due and payable or any Permitted Exceptions; and the Debtor will defend the Collateral against all claims and demands of all persons at any time claiming an interest therein (except for the Permitted Exceptions).

(d) The Debtor shall not mortgage, pledge, grant or permit to exist a security interest in, or lien or encumbrance upon, any of the Collateral except for the Permitted Exceptions and other security interests to which the Lender may give its prior written consent.

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

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

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

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

(g) [Intentionally omitted.]

(h) The Debtor authorizes the Lender to file financing statements describing the Collateral in such public offices as Lender may require, without Debtor's signature. Said financing statements may describe the personal property set forth herein (i) by specific or general description, (ii) by collateral classification or category, (iii) by general reference to all of Debtor's assets, or (iv) by such other manner as Lender may elect. If the law of the jurisdiction in which such instruments are filed requires Debtor's signature, Debtor agrees to sign such financing statements, continuation statements, or other security agreements Lender may require. In addition, the Debtor shall, at any time and from time to time upon request of the Lender, execute and deliver to the Lender, in form and substance reasonably satisfactory to the Lender, such documents as Lender shall deem necessary or desirable to perfect or maintain perfected the security interest of the Lender in the Collateral or which may be necessary to comply with the law of the Commonwealth of Pennsylvania, or the law of any other jurisdiction in which Debtor was formed or in which the Debtor may then be conducting business, or in which Debtor's principal residence or chief executive office is located, or in which any of the Collateral may be located. Debtor hereby ratifies all financing statements filed by Lender prior to Debtor's execution hereof.

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

(j) The Debtor shall not cause or incur any Prohibited Transaction (as such term is defined in any or all of the Loan Agreements).

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

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

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

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

(l) If and to the extent that Inventory is part of the Collateral:

(i) All Inventory now owned is and all Inventory acquired in the future will be, in the possession of the Debtor at the Debtor's Address, and all records of the Debtor pertaining thereto are and will be kept at such address. The Debtor shall notify the Lender at least thirty (30) days prior to any change of any location where any of the Inventory is or may be kept.

(ii) The Debtor shall not sell, lease, or otherwise transfer any interest in the Inventory, except that the Debtor may, until the occurrence of an Event of Default, hold, possess, sell, use, or consume Inventory in the ordinary course of the Debtor's business, excluding however, any sale or transfer made in partial or total satisfaction of a debt.

(iii) The Debtor shall keep current stock, cost and sales records of the Inventory, accurately itemizing and describing the types and quantities of Inventory, and the cost and selling price thereof; and all books, records, and documents relating to the Inventory are and will be genuine, complete and correct.

(iv) None of the Inventory is, or at any time or times hereafter will be, stored with a bailee without the prior written consent of the Lender.

(v) The Debtor shall, at the Lender's request, deliver to the Lender any and all evidence of ownership of, certificates of origin and/or title to, or other documents evidencing any interest in any and all of the Inventory.

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

(i) The Lender shall be under no duty to (a) collect or protect the Chattel Paper, Instruments and/or Documents or any proceeds thereof or give any notice with respect thereto; (b) preserve the rights of the Debtor with respect to the Chattel Paper, Instruments and/or Documents against prior parties; (c) preserve rights against any parties to any Chattel Paper, Instruments and/or Documents; (d) sell or otherwise, realize upon the Chattel Paper, Instruments and/or Documents; or (e) seek payment from any particular source. Without limiting the generality of any of the foregoing, the Lender shall not be required to take any action in connection with any conversion, call, redemption, retirement, or any other event relating to any of the Chattel Paper, Instruments and/or Documents.

(ii) Debtor shall cause any Chattel Paper which arises from the sale of Debtor's inventory to contain a legend in a form satisfactory to Lender, indicating Lender's security interest.

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

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

or Inventory are kept.

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

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

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

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

(o) The Debtor will not change its fiscal years or accounting and/or depreciation methods.

(p) The Debtor will not change its state of incorporation, formation or, organization.

(q) Debtor will not change its state organizational identification number or federal taxpayer identification number, or the location of its chief executive office or principal residence,

(r) If Letter of Credit Rights are part of the Collateral, Debtor shall provide Lender with the consent of the issuer of the letter of credit to Lender's security interest.

(s) If Deposit Accounts maintained at institutions other than Lender are part of the Collateral, Debtor shall provide Lender with a control agreement, in form and content satisfactory to Lender, signed by Debtor, Lender and such depository institution.

(t) If property held by a bailee is part of the Collateral, Debtor shall provide Lender with an acknowledgment, signed by the bailee, of Lender's security interest in such property in bailee's possession.

(u) If Debtor acquires any Commercial Tort Claims after the date of this

Agreement, Debtor shall immediately notify Lender, and shall execute an amendment to this agreement and such additional documents as Lender may require to create and perfect a security interest in such Commercial Tort Claim in favor of Lender.

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

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

(b) The failure of the Debtor to comply fully with all of the terms, conditions, representations, or covenants of this Agreement, including the covenants set forth in Paragraph 3 hereof, and such default shall have continued for a period of thirty (30) days after notice specifying such default and demanding that the same be cured shall have been given to Debtor (or if the default cannot reasonably be remedied within such period, if Debtor fails to commence to remedy the same within thirty (30) days and diligently thereafter to carry the same to completion, provided, however, that if elsewhere in this Agreement, a default, event or condition is defined as an Event of Default, and a grace period of less than thirty (30) days or no grace period is specified with respect to such Event of Default, then Debtor shall not be entitled to a thirty (30) day period of grace with respect thereto, but such shorter grace period granted with respect to such default, event or condition shall apply; or if no grace period is granted, Debtor shall not be entitled to any extended period of grace); or

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

(d) The creation or occurrence of any Prohibited Transaction (as defined in any of the Loan Agreements).

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

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

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

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

Lender;

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

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

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

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

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

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

(c) The Lender shall have the right to enter and/or remain upon the premises of the Debtor, or any other place or places where any of the Collateral is located and kept without any obligation to pay rent to the Debtor, and to the extent Lender becomes obligated to pay rent (or any other sums) to any other person or entity on account of its exercise of such remedy, then any such rentals and/or other sums paid shall be repaid by Debtor upon demand, together with interest thereon at the Default Rate (as defined in the Term Note), and such sums shall be added to the Obligations, and:

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

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

(d) The Lender may require the Debtor to assemble the Collateral at the Mortgaged Premises (as such term is defined in the Curve Loan Agreement).

(e) Any notice required to be given by the Lender of a sale or other disposition by the Lender of any of the Collateral, made in accordance with this Agreement, which is mailed or delivered at least fifteen (15) days' prior to such proposed action, shall constitute fair and reasonable notice to the Debtor of any such action. In the event that any of the Collateral is used in conjunction with any real estate, the sale of the Collateral with and as one parcel of any such real estate of the Debtor shall be deemed to be a commercially reasonable manner of sale. Lender has no obligation to clean up or otherwise prepare the Collateral for sale, and Lender may specifically disclaim warranties of title or the like. The net proceeds realized by the Lender upon any such sale or other disposition, after deduction of the Costs and Expenses, shall be applied toward satisfaction of the remaining Obligations. If the Lender sells any of the Collateral upon credit, only the payments actually made by the purchaser and received by Lender are to be applied to the Obligations. In the event the purchaser fails to pay for the Collateral, Lender may resell the collateral and Debtor shall be credited with the proceeds of the sale. The Lender shall account to the Debtor for any surplus realized upon such sales or other disposition and the Debtor shall remain liable for any deficiency. The commencement of any action, legal or equitable, shall not affect the security interest of the Lender in the Collateral until the Obligations or any judgment(s) therefor are fully paid.

(f) Lender may exercise an immediate right of setoff against any accounts or deposits the Debtor may have with Lender. This subsection shall not be construed as a limitation on any rights the Lender may have against Debtor, any other parties or any other accounts or deposits.

(g) The Lender shall have, in addition to any other rights and remedies contained in this Agreement and any other agreements, instruments, and documents heretofore, now, or hereafter executed by the Debtor and delivered to the Lender all of the rights and

remedies of a secured party under the Code, all of which rights and remedies shall be cumulative and nonexclusive, to the extent permitted by law.

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

7. **General Provisions.**

(a) No delay or failure of the Lender in exercising any right, power, or privilege under this Agreement shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies of the Lender are cumulative. Any waiver, permit, consent or approval of any kind or character on the part of the Lender of any breach or default under this Agreement or any such waiver of any provisions or condition of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing.

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

(c) All notices, statements, requests and demands given to or made upon the Debtor or the Lender in accordance with the provisions of this Agreement shall be given as follows:

If to Debtor:

State College Professional Baseball LP
1000 Park Avenue
Altoona, Pennsylvania 16602
Attention: Charles M. Greenberg, President
Fax No. (814) 943-9050

with copy to:

Pepper Hamilton LLP
3000 Two Logan Square
18th & Arch Streets
Philadelphia, PA 19103
Attention: Lisa R. Jacobs, Esq.
Fax No. (215) 981-4701

and to Lender at:

S&T Bank
800 Philadelphia Street
Indiana, Pennsylvania 15701
Attention: Mr. Robert J. Salerno
Fax No. (724) 465-4461

with copy to:

Stephen M. Papernick, Esquire
Papernick & Gefsky, P.C.
34th Floor
One Oxford Centre
Pittsburgh, PA 15219
Fax No. (412) 765-3319

All notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes when (i) hand delivered, (ii) deposited in the United States Mail, by Registered or Certified Mail, Return Receipt Requested, postage prepaid, or (iii) when sent by facsimile provided a hard copy is sent by one of the other methods; and directed to the party to receive the same at its address stated above, or at such other address as may be substituted by notice given as herein provided.

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

(e) This Agreement shall be governed by and construed and enforced under the laws of the Commonwealth of Pennsylvania.

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

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

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

(i) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Lender and the Debtor; provided, however, that

the Debtor may not assign any of their rights or delegate any of its obligations hereunder without the prior written consent of the Lender.

(j) Debtor gives Lender and its affiliates a continuing lien on, and security interest in, all present and future property of Debtor held by Lender and/or its affiliates, including special and general deposits.

(k) Each reference in this Agreement to the Lender shall be deemed to include its successors and assigns. Any pronouns used in this Agreement shall be construed in the masculine, feminine, neuter, singular, or plural as the context may require. The agreements and obligations on any part of the Debtor herein contained shall remain in force and applicable notwithstanding any changes in the individuals comprising the limited liability company or corporation and the terms "Debtor" shall include any altered or successive limited liability companies or corporations; provided, however, that the predecessor limited liability companies or corporations shall not thereby be released from any of their obligations and liabilities hereunder.

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

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

DEBTOR:

ATTEST:

CURVE BASEBALL LP, a Pennsylvania limited partnership (including trading and doing business as **ALTOONA CURVE**)

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



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

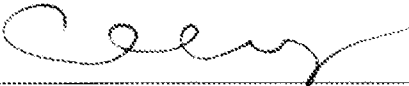
By:  (SEAL)
Charles M. Greenberg, President

EXHIBIT "A"

Registered Marks

See attached

Registered Marks
Curve Baseball LP

Trademarks

<i>Item No.</i>	<i>Mark</i>	<i>Status</i>	<i>Application/Registration No.</i>	<i>Date Filed/Registered</i>
1	ALTOONA CURVE and Design (Classes 16, 25, and 28)	Registered	2,389,286	09/26/2000
2	"A" and Design (Class 25)	Registered	2,389,276	09/26/2000
3	ALTOONA CURVE and Design (Classes 16 and 25)	Registered	2,389,310	09/26/2000
4	ALTOONA CURVE (Class 41)	Registered	2,314,329	02/01/2000
5	STEAMER (Class 41)	Registered	2,362,135	06/27/2000
6	EVERYBODY'S HOMETOWN TEAM (Classes 16, 21, 25 and 41)	Registered	2,960,787	06/07/2005

EXHIBIT "B"

Commercial Tort Claims

NONE.