

FORM PTO-1594
(Rev. 6-93)
OMB No. 0551-0011 (exp. 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

AZPB LIMITED PARTNERSHIP

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

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

3. Nature of conveyance:

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

Execution Date: June 26, 1995

2. Name and address of receiving party(ies):

Name: BANK ONE, ARIZONA, NA, as Agent

Internal Address: Commercial Banking A781

Street Address: 241 North Central Avenue

City: Phoenix State: AZ ZIP: 85004

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation - State
☒ Other a national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)
 (N/A)

B. Trademark Registration No.(s)

1,785,934
 1,837,501
 1,835,924

Additional numbers attached? ☐ Yes ☒ No

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

Name: STREICH LANG, P.A.

Internal Address: Attn: Henry A. Perras

Street Address: Renaissance One
Two North Central Avenue
Suite 2100

City: Phoenix State: AZ ZIP: 85004-2391

6. Total number of applications and registrations involved:

Three

7. Total fee (37 CFR 3.41) \$ 90.00

- ☒ Enclosed - check no. 124867
☒ Deficiency only authorized to be charged to deposit account

8. Deposit account number:

19-4663

(Attach duplicate copy of this page if paying by deposit account)

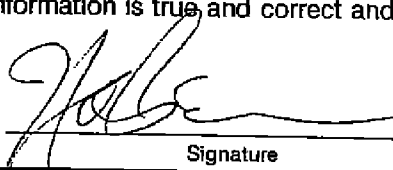
DO NOT USE THIS SPACE

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.

Henry A. Perras

Name of Person Signing



Signature

June 28, 1995

Date



STREICH LANG

Writer's Direct Line:
602 229-5529

June 28, 1995

FEDERAL EXPRESS

US Patents & Trademark Office
2011 Jefferson Davis Highway
Crystal Plaza Two
Room 1 A03
Arlington, Virginia 22202

ATTENTION: ASSIGNMENT BRANCH

Re: Recordation of Collateral Assignment and
Security Agreement (Federally Registered
Tradenames and Trademark)

Chandler Diamondbacks

Ladies and Gentlemen:

Enclosed under cover of this letter are two original Recordation Form Cover Sheets for Trademarks Only and a Collateral Assignment and Security Agreement (Federally Registered Tradenames and Trademark) (the "Assignment") for recording. In addition, attached is our check in the amount of \$90.00 to cover the recording costs.

After the Assignment has been recorded, please return to me in the enclosed, self-addressed, stamped envelope.

Thank you for your assistance in this matter. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

Charmaine Stewart
Charmaine Stewart
Legal Assistant

Enclosures

RENAISSANCE ONE
TWO N. CENTRAL AVENUE
PHOENIX, ARIZONA
85004-2391
PHONE (602) 229-5200
FAX (602) 229-5690

PHOENIX
TUCSON
LOS ANGELES
LAS VEGAS

CWP.265.BOA.Z.BASEBALL.M9503E.AGT

**COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
(FEDERALLY REGISTERED TRADENAMES AND TRADEMARK)**

This Collateral Assignment and Security Agreement (hereinafter "Collateral Assignment") is made this 26th day of June, 1995, by and between AZPB LIMITED PARTNERSHIP, a Delaware limited partnership ("Borrower"), whose address is 201 East Jefferson Street, Phoenix, Arizona 85004, and BANK ONE, ARIZONA, NA, a national banking association ("Bank One") whose address is Post Office Box 71, Phoenix, Arizona 85001, Attention: Commercial Banking A781, as Agent (Bank One or any successor agent is herein called the "Agent") for itself and BANK OF AMERICA ARIZONA, an Arizona banking corporation ("BoFA", and with Bank One, and their successors and assigns, the "Banks").

W I T N E S S E I H:

WHEREAS, Borrower and the Banks have entered into a Credit and Security Agreement (as amended, modified or restated, the "Credit Agreement") dated as of June 26, 1995, the entire text of which (including all defined terms) is incorporated herein by this reference;

WHEREAS, Borrower owns certain rights in and to the following U.S. trademark applications and U.S. trademark registrations (hereinafter the "Trademarks"):

MARK	SERIAL NO./ REG. NO.	FILING DATE
Chandler Diamondbacks	1,785,934	5/17/95
Chandler Diamondbacks	1,837,501	5/17/95
Chandler Diamondbacks	1,835,924	5/17/95

WHEREAS, Borrower desires to pledge, *inter alia*, to the Agent for the benefit of the Banks the Trademarks as collateral for certain loans and credit facilities provided by the Banks to Borrower, including but not limited to those set forth in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. SUBJECT TO THE RIGHTS RESERVED TO, AND RESTRICTIONS IMPOSED BY, MLB ("MLB" BEING DEFINED IN THE CREDIT AGREEMENT) AS DESCRIBED IN SECTION 10.20 OF THE CREDIT AGREEMENT, Borrower by these presents does hereby collaterally transfer to the Agent for the benefit of the Banks, its successors, assigns, and legal representatives, all of Borrower's present and future right, title, and interest in, to, and arising under or in connection with the Trademarks,

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including the goodwill associated therewith and the right to sue for past, present, and future infringement thereof throughout the world.

2. Borrower hereby makes the foregoing collateral transfer and assignment to the Agent for the benefit of the Banks, its successors, assigns, and legal representatives, to have and to hold, forever **SUBJECT TO THE RIGHTS RESERVED TO, AND RESTRICTIONS IMPOSED BY, MLB AS DESCRIBED IN SECTION 10.20 OF THE CREDIT AGREEMENT.**

3. Provided, however, that this Collateral Assignment shall be null and void upon satisfaction of both of the following criteria:

(a) Borrower having satisfied all of its present and future obligations of every kind and character to the Banks, including but not limited to the Obligations, and all other indebtedness, obligations, and liabilities whether or not contemplated by the Credit Agreement and regardless of whether said Credit Agreement is then in effect; and

(b) The termination of all of the Banks' credit obligations of every kind and character to Borrower, now existing or hereafter incurred, including but not limited to the obligation to make loans or otherwise extend credit, letters of credit, and all commitments to extend credit facilities to Borrower, whether or not contemplated by the Credit Agreement and regardless of whether said Credit Agreement is in effect.

4. Notwithstanding Section 3 hereof, this Collateral Assignment shall remain in full force and effect, subject to Section 8.2 of the Credit Agreement and **SUBJECT TO THE RIGHTS RESERVED TO, AND RESTRICTIONS IMPOSED BY, MLB AS DESCRIBED IN SECTION 10.20 OF THE CREDIT AGREEMENT**, for so long as an Event of Default exists, hereby defined as an occurrence of any of the events of default set forth in Section 8.1 of the Credit Agreement or any of the following events or conditions:

(a) Any levy or execution upon, or judicial seizure of, any portion of the Collateral or any other collateral or security for the Obligations;

(b) Any attachment or garnishment of, or the existence or filing of any lien or encumbrance against, any portion of the Collateral or any other collateral or security for the Obligations; or

(c) The institution of any legal action or proceedings to enforce any lien or encumbrance upon any portion of the Collateral or any other collateral or security for the Obligations.

5. Borrower hereby authorizes and requests the Commissioner of Patents and Trademarks to record this Collateral Assignment for the sole benefit of the Agent for the benefit of the Banks, its successors, assigns and legal representatives.

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6. Borrower hereby agrees, upon request of the Agent, and without further remuneration, to promptly provide the Agent with all pertinent facts and documents relating to the Trademarks as may be known and accessible to Borrower and to testify as to the same in any litigation or proceeding related thereto and to promptly execute and deliver to the Agent or its legal representatives any and all papers, instruments or affidavits required to maintain and enforce the Trademarks as may be necessary or desirable to carry out the purpose of this Collateral Assignment.

7. Bank One, or any successor Agent, shall act as Agent on behalf of the Banks for taking any action hereunder, all as provided in the Credit Agreement.

THIS COLLATERAL ASSIGNMENT IS ONLY A COLLATERAL ASSIGNMENT OF RIGHTS UNDER THE TRADEMARKS AND IS NOT A PRESENT ASSIGNMENT OF SUCH RIGHTS. FURTHER, NOTWITHSTANDING ANY PROVISION OF THIS COLLATERAL ASSIGNMENT, THE SECURITY INTERESTS GRANTED TO, AND THE EXERCISE OF ANY RIGHTS HEREUNDER BY, THE AGENT FOR THE BENEFIT OF THE BANKS HEREIN SHALL BE SUBJECT TO THE RIGHTS RESERVED TO, AND RESTRICTIONS IMPOSED BY, MLB AS DESCRIBED IN SECTION 10.20 OF THE CREDIT AGREEMENT.

IN WITNESS WHEREOF, this Collateral Assignment is executed and delivered and becomes effective on the date set forth above.

BANK ONE, ARIZONA, NA, a national banking association, as Agent

By: 

Name: Craig S. Hoskin

Title: Vice President

Agent

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AZPB LIMITED PARTNERSHIP, a Delaware
limited partnership

BY: AZPB GENERAL PARTNERSHIP, an Arizona
general partnership, its General
Partner

BY: AZPB I, INC., an Arizona
corporation, a general partner

By: Richard H. Dozer
Name: Richard H. Dozer
Title: Secretary

BY: AZPB II, INC., an Arizona
corporation, a general partner

By: Richard H. Dozer
Name: Richard H. Dozer
Title: Secretary

Borrower

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STATE OF ARIZONA

County of Maricopa

) ss:

On this 26th day of June, 1995, before me, a notary public in and for said county, appeared Craig S. Haskin, the Vice President of BANK ONE, ARIZONA, NA, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Shiraine Stewart
Notary Public

My commission expires:

2-23-96

STATE OF ARIZONA

County of Maricopa

) ss:

On this 26th day of June, 1995, before me, a notary public in and for said county, appeared Richard H. Dorze, the Secretary of AZPB I, INC., an Arizona corporation, a general partner of AZPB GENERAL PARTNERSHIP, an Arizona general partnership, the sole general partner of AZPB LIMITED PARTNERSHIP, a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Dorothy M. Corell
Notary Public

My commission expires:



CWP.265.BOAZ.BASEBALL.M9503E.AGT

STATE OF ARIZONA)
) ss:
County of Maricopa)

On this 26th day of June, 1995, before me, a notary public in and for said county, appeared Richard H. Dorze, the Secretary of AZPB II, INC., an Arizona corporation, a general partner of AZPB GENERAL PARTNERSHIP, an Arizona general partnership, the sole general partner of AZPB LIMITED PARTNERSHIP, a Delaware limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Dorothy M. Corell
Notary Public

My commission expires:



**UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office**ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

OCTOBER 23, 1995

PTAS

HENRY A. PERRAS
STREICH LANG, P.A.
RENAISSANCE ONE
TWO NORTH CENTRAL AVENUE, SUITE 2100
PHOENIX, AZ 85004-2391

100032002A

**UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT**

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/29/1995

REEL/FRAME: 1364/0852
NUMBER OF PAGES: 7

BRIEF: SECURITY INTEREST

ASSIGNOR:
AZPB LIMITED PARTNERSHIPDOC DATE: 06/26/1995
CITIZENSHIP: DELAWARE
ENTITY: LIMITED PARTNERSHIPASSIGNEE:
BANK ONE, ARIZONA, NA, AS AGENT
241 NORTH CENTRAL AVENUE
COMMERCIAL BANKING A781
PHOENIX, ARIZONA 85004CITIZENSHIP:
ENTITY: A NATIONAL BANKING
ASSOCIATIONAPPLICATION NUMBER: 74338636
REGISTRATION NUMBER: 1785934FILING DATE: 12/10/1992
ISSUE DATE: 08/03/1993MARK: CHANDLER DIAMONDBACKS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM**TRADEMARK
REEL: 003335 FRAME: 0668**

1364/0852 PAGE 2

APPLICATION NUMBER: 74360741
REGISTRATION NUMBER: 1834501

FILING DATE: 02/22/1993
ISSUE DATE: 05/03/1994

MARK: INTECOM E

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74357559
REGISTRATION NUMBER: 1835924

FILING DATE: 02/10/1993
ISSUE DATE: 05/10/1994

MARK: CHANDLER DIAMONDBACKS

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

REGINA COATES, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



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Phoenix and Tucson, Arizona
Naples and Boca Raton, Florida
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Milwaukee and Madison, Wisconsin

Writer's Direct Dial: 602.229.5228
E-Mail: hbuchta@quarles.com

June 20, 2006

VIA FACSIMILE 571-273-0140

Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P. O. Box 1450
Alexandria, VA 22313-1450

RE: Error on Assignment Recordation
Reel/Frame: 13964/0852

Dear Sir:

It has been brought to our attention that there was a recordation error in a Notice of Recordation of Assignment Document, which resulted in the recordation of a security interest against an incorrect Registration Number.

On June 28, 1995, our firm filed a Recordation for Assignment of a Security Agreement against the following three registrations: 1,785,934; 1,837,501; 1,835,924. A copy of this Recordation Form Cover Sheet and Collateral Assignment and Security Agreement is attached. However, on October 23, 1995, this Assignment was recorded in the US Patent and Trademark Office against the following three registrations: 1,785,934; 1,834,501; 1,835,924. A copy of the Notice of Recordation is attached. Therefore, it appears that the assignment we sought to record against Registration No. 1,837,501 was recorded against Registration No. 1,834,501 in error.

Please correct this error at your earliest convenience to prevent our client's security interest from appearing in connection with Registration No. 1,834,501.

Thank you for your assistance in this regard.

Very truly yours,
QUARLES & BRADY STREICH LANG LLP

A handwritten signature in black ink, appearing to read "Heather L. Buchta".

Heather L. Buchta

HLB:neo
Attachments

QBPHX\2016293.1

RECORDED: 06/20/2006

TRADEMARK
REEL: 003335 FRAME: 0670