

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tampa Bay Devil Rays, Ltd.		03/30/2007	LIMITED PARTNERSHIP: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A.
<b>Street Address:</b>	345 Park Avenue
<b>Internal Address:</b>	8th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10154
<b>Entity Type:</b>	CORPORATION: OHIO

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Serial Number:	76213548	
Serial Number:	74643177	
Serial Number:	76146053	
Serial Number:	74643178	DEVIL RAYS
Serial Number:	75977917	DEVIL RAYS
Serial Number:	74627634	DEVIL RAYS
Serial Number:	76213547	TB
Serial Number:	76158608	TB
Serial Number:	75314713	ORLANDO RAYS
Serial Number:	75314719	ORLANDO RAYS
Serial Number:	75314708	ORLANDO RAYS
Serial Number:	75314709	ORLANDO RAYS
Serial Number:	75314710	ORLANDO RAYS

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Serial Number:	75314712	ORLANDO RAYS
Serial Number:	74627891	RAYS
Serial Number:	74627887	TAMPA BAY DEVIL RAYS
Serial Number:	76213549	TAMPA BAY DEVIL RAYS
Serial Number:	76158606	TAMPA BAY DEVIL RAYS
Serial Number:	76205517	TAMPA BAY DEVIL RAYS
Serial Number:	74643176	TAMPA BAY DEVIL RAYS
Serial Number:	76158605	
Serial Number:	76151373	TB

**CORRESPONDENCE DATA**

Fax Number: (212)969-2900

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: 1585 Broadway

Address Line 2: Proskauer Rose LLP

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	40869-001
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	03/30/2007

**Total Attachments: 8**

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of March 30, 2007 by Tampa Bay Devil Rays, Ltd., a Florida limited partnership (the "Pledgor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement dated March 30, 2007, (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Guarantee and Collateral Agreement of even date with the Credit Agreement (the "Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor (collectively, the "Trademark Collateral"):

- (a) Trademarks of such Pledgor listed on Schedule 1<sup>1</sup> attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the full payment in immediately available funds and performance of the Loan Document Obligations, upon written request of the Borrower, the

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<sup>1</sup> List the Trademarks identified in Schedule 11(A) to the Perfection Certificate. Notwithstanding anything to the contrary in this Trademark Security Agreement, the Pledgor shall not be required to disclose on Schedule 1 (or on any supplement thereto or update thereof) (A) any Trademark License (i) under which a Grantor is a licensor, unless the licensee thereunder is another Grantor or (ii) that is not material to the operation of the business of the Pledgor, (B) any Trademarks other than registrations and applications for registration in the United States Patent and Trademark Office, and (C) any Trademarks consisting of intent to use applications.

Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

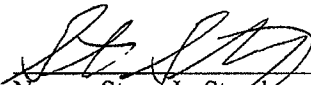
SECTION 5. Major League Baseball Requirements. Section 7.16 of the Guarantee and Collateral Agreement is hereby incorporated herein by reference.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

**TAMPA BAY DEVIL RAYS, LTD.,**  
as Pledgor

By: 501SG, LLC, its Managing Partner

By:   
Name: Stuart L. Sternberg  
Title: Manager

Accepted and Agreed:

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

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

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

**TAMPA BAY DEVIL RAYS, LTD.,**  
as Pledgor

By: 501SG, LLC, its Managing Partner

By: \_\_\_\_\_  
Name: Stuart L. Sternberg  
Title: Manager

Accepted and Agreed:

**JPMORGAN CHASE BANK, N.A.,**  
as Administrative Agent

By: Scott M. -  
Name:  
Title:

SCHEDULE 1<sup>2</sup>  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

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<sup>2</sup> Notwithstanding anything to the contrary in this Trademark Security Agreement, the Pledgor shall not be required to disclose on Schedule 1 (or on any supplement thereto or update thereof) (A) any Trademark License (i) under which a Grantor is a licensor, unless the licensee thereunder is another Grantor or (ii) that is not material to the operation of the business of the Pledgor, (B) any Trademarks other than registrations and applications for registration in the United States Patent and Trademark Office, and (C) any Trademarks consisting of intent to use applications.

### Trademark License

License granted by Tropicana Products, Inc. to Borrower pursuant to Stadium Naming Rights Agreement dated October 2, 1996, in and to the name "Tropicana Field", the Tropicana Field logos, and any and all other marks consisting of, or including, the "Tropicana" name, and all trademark rights and copyrights embodied therein and derivative works thereof.



<u>Country:</u>		United States					
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
Devil Ray Design 1998 Alternate Cap	16	76/213,548	2/21/2001	2,573,340	5/28/2002	Registered	
Devil Ray Design 1998 Alternate Cap	25	76/158,605	11/2/2000	2,546,656	3/12/2002	Registered	
Devil Ray Design 1998 Alternate Cap	41	74/643,177	3/7/1995	2,261,267	7/13/1999	Registered	
Devil Ray Design 1998 Alternate Cap	41	76/146,053	10/12/2000	2,575,561	6/4/2002	Registered	
DEVIL RAYS	06, 09, 16, 18, 21, 25, 28, 34	74/643,178	3/7/1995	2,438,682	3/27/2001	Registered	
DEVIL RAYS	25	75/977,917	3/7/1995	2,229,675	3/2/1999	Registered	
DEVIL RAYS	41	74/627,634	1/31/1995	2,239,084	4/13/1999	Registered	
Devil Rays TB and Design 1998 Cap	16	76/213,547	2/21/2001	2,569,777	5/14/2002	Registered	
Devil Rays TB and Design 1998 Cap	25	76/158,608	11/2/2000	2,546,658	3/12/2002	Registered	
Devil Rays TB and Design 1998 Cap	41	76/151,373	10/20/2000	2,575,580	6/4/2002	Registered	
ORLANDO RAYS and Design 1997 Primary	06	75/314,713	6/25/1997	2,547,518	3/12/2002	Registered	
ORLANDO RAYS and Design 1997 Primary	16	75/314,719	6/25/1997	2,563,941	4/23/2002	Registered	
ORLANDO RAYS and Design 1997 Primary	21	75/314,708	6/25/1997	2,525,359	1/1/2002	Registered	
ORLANDO RAYS and Design 1997 Primary	25	75/314,709	6/25/1997	2,532,348	1/22/2002	Registered	
ORLANDO RAYS and Design 1997 Primary	28	75/314,710	6/25/1997	2,563,940	4/23/2002	Registered	
ORLANDO RAYS and Design 1997 Primary	41	75/314,712	6/25/1997	2,309,647	1/18/2000	Registered	
RAYS	41	74/627,891	1/31/1995	2,247,891	5/25/1999	Registered	
TAMPA BAY DEVIL RAYS	41	74/627,887	1/31/1995	2,193,963	10/6/1998	Registered	
TAMPA BAY DEVIL RAYS and Design 1995 Primary	16	76/213,549	2/21/2001	2,573,341	5/28/2002	Registered	
TAMPA BAY DEVIL RAYS and Design 1995 Primary	25	76/158,606	11/2/2000	2,546,657	3/12/2002	Registered	

TAMPA BAY DEVIL RAYS and Design 1995 Primary	28	76/205,517	2/5/2001	2,527,310	1/8/2002	Registered
TAMPA BAY DEVIL RAYS and Design 1995 Primary	41	74/643,176	3/7/1995	2,345,822	4/25/2000	Registered

<i>Country:</i> Florida						
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
TAMPA BAY DEVIL RAYS and Design 1995 Primary	41			95000000857	7/19/1995	Registered

<i>Country:</i> New York						
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
Devil Rays TB and Design 1998 Cap	25		6/8/2000	R29488	6/8/2000	Registered