

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
Nashville Sounds Baseball Club Limited Partnership		06/23/2008	LIMITED PARTNERSHIP: TENNESSEE

RECEIVING PARTY DATA

Name:	The PrivateBank and Trust Company
Street Address:	70 West Madison
Internal Address:	Attn: Oscar Johnson
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	State Chartered Bank: ILLINOIS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	74453949	NASHVILLE SOUNDS
Serial Number:	78319634	FAITH NIGHTS
Serial Number:	77116412	NASHVILLE SOUNDS
Serial Number:	77116404	NASHVILLE SOUNDS
Serial Number:	77116427	

CORRESPONDENCE DATA

Fax Number: (310)229-1972
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (310) 788-1272
 Email: jehrlich@kayescholer.com
 Correspondent Name: Kaye Scholer LLP Attn: Judi Ehrlich
 Address Line 1: 1999 Ave of the Stars
 Address Line 2: 17th Floor
 Address Line 4: Los Angeles, CALIFORNIA 90067

CH \$140.00 74453949

ATTORNEY DOCKET NUMBER:	48654-0002
NAME OF SUBMITTER:	Judi Ehrlich
Signature:	/s/ Judi Ehrlich
Date:	08/05/2008

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of the 23rd day of July, 2008, by and between NASHVILLE SOUNDS BASEBALL CLUB LIMITED PARTNERSHIP, a Tennessee limited partnership, with its chief executive office located at 9330 Sears Tower, 233 South Wacker Drive, Chicago, Illinois 60603 (the "Debtor"), and THE PRIVATEBANK AND TRUST COMPANY, an Illinois State chartered bank, with offices located at 70 West Madison, Suite 200, Chicago, Illinois 60602 (the "Lender").

WITNESSETH:

WHEREAS, the Debtor, Amerisports Companies, L.L.C. (together with the Debtor, each a "Borrower" and collectively, the "Borrowers") and Lender are parties to that certain Loan and Security Agreement dated as of July 18, 2008 (as amended, modified, restated and supplemented from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to make certain credit facilities available to the Borrowers; and

WHEREAS, as a condition, among others, the Lender has required the Debtor to execute and deliver this Agreement as security for the prompt satisfaction of all of the Indebtedness (as defined in the Loan Agreement) owed by the Debtor and any Guaranty (as defined in the Loan Agreement) of any portion of the Indebtedness executed by the Debtor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning given such term in the Loan Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference hereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference.

4. Grant of Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Indebtedness owed by the Debtor and any Guaranty of any portion of the Indebtedness executed by the Debtor, the Debtor hereby grants to

the Lender, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Debtor's:

(a) now owned or existing and hereafter acquired or arising trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, together with any good will connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, service mark applications, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of the Debtor's rights corresponding thereto throughout the world (all of the foregoing owned or hereafter acquired trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(iv) in this paragraph 4(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements related to or in connection with the use of the Trademarks with any other party, if the Debtor is a licensee or licensor under any such license agreement, together with any goodwill connected with and symbolized by any such trademark license agreements or service marks license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

Notwithstanding anything herein to the contrary, in no event shall the security interest granted under this paragraph 4 attach to, and the Trademarks and Licenses shall not include, any lease, license, contract, property rights or agreement (or any other property associated therewith) to which the Debtor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Debtor therein, or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement, except in each case to the extent that such term in such lease, license, contract, property right or agreement providing for such breach, invalidation, unenforceability, default or termination is ineffective under applicable law.

5. Restrictions on Future Agreements. The Debtor will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Debtor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including,

without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with those Trademarks or Licenses.

6. New Trademarks and Licenses. The Debtor represents and warrants that (a) the Trademarks listed on Schedule A include all of the material U.S. federally registered trademarks now owned by either Borrower, and (b) except for the interests of the MLB Entities (as hereinafter defined), no other liens, claims or security interests have been granted by the Debtor to any other Person in such Trademarks and Licenses. If, prior to the termination of this Agreement, the Debtor shall (i) become the owner of any new U.S. federally registered trademarks, or (ii) obtain rights to or become entitled to the benefit of any U.S. federally registered trademarks whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply to all of the Debtor's right, title and interest in such trademarks. The Debtor shall give to the Lender written notice of events described in clause (i) of the preceding sentence on a quarterly basis. The Debtor hereby authorizes the Lender to modify this Agreement by amending Schedule A to include any future U.S. federally registered trademarks owned by the Debtor.

7. Royalties. The Debtor hereby agrees that the use by the Lender of the Trademarks and the Licenses as authorized hereunder in connection with the exercise of its remedies under paragraph 16 shall be coextensive with the Debtor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Debtor.

8. Right to Inspect; Further Assignments and Security Interests. The Lender may at all reasonable times during normal business hours upon reasonable notice (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at the Debtor's expense) and extract from and inspect the Debtor's premises and examine the Debtor's books, records and operations relating to the Trademarks and the Licenses, including, without limitation, the Debtor's quality control processes; provided that, in conducting such inspections and examinations, the Lender shall use reasonable efforts not to unnecessarily disturb the conduct of the Debtor's ordinary business operations.

9. Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. Upon payment in full of all of the Indebtedness, this Agreement shall terminate and the Lender shall promptly execute and deliver to the Debtor, at the Debtor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Loan Agreement.

10. Duties of the Debtor. The Debtor shall have the duty, to: (a) prosecute diligently any trademark application or service mark application that is material to the Debtor's business and that is part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, and (b) make application for trademarks or service marks that are material to the Debtor's business. The Debtor further agrees (i) not to abandon any Trademark or License, and (ii) to use its good faith efforts to maintain in full force and effect the Trademarks and Licenses, in each case, except to the extent the Debtor determines, in its reasonable commercial judgment,

that any Trademark or License is no longer material to the conduct of its business. Any expenses incurred in connection with the foregoing shall be borne by the Debtor.

11. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Lender shall, to the extent the Debtor retains the right, have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and Licenses and, if the Lender shall commence any such suit, the Debtor shall, at the request of the Lender, and to the extent the Debtor retains the right, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement. The Debtor shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Lender).

12. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Debtor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Debtor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Debtor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Debtor specifying such suspension or waiver.

13. Lender's Exercise of Rights and Remedies upon an Event of Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuation of an Event of Default, subject to the rights of the MLB Entities, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any other Loan Document.

14. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 4 and 6 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of the Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Subject to the rights of the MLB Entities and the MLB Agreements, from and after the occurrence and during the continuance of an Event of Default and the giving of written notice by the Lender to the Debtor of the Lender's intention to enforce its rights and claims against the Debtor, the Debtor hereby irrevocably designates, constitutes and appoints the Lender (and all Persons designated by the Lender in its sole and absolute discretion) as the Debtor's true and

lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Debtor's or the Lender's name, from and after the occurrence and during the continuance of an Event of Default, to (a) endorse the Debtor's names on all applications, documents, papers and instruments necessary or desirable for the Lender in the use of the Trademarks or the Licenses, (b) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (c) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (d) take any other actions with respect to the Trademarks or the Licenses as the Lender deems in its best interest. The Lender shall take no action pursuant to subparagraphs (a), (b), (c) or (d) of this paragraph 16 without taking like action with respect to the entire goodwill of the Debtor's business connected with the use of, and symbolized by, such Trademarks or Licenses. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Indebtedness shall have been paid in full. The Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any relevant jurisdiction.

17. Successors and Assigns. This Agreement shall be binding upon the Debtor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns. The Debtor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession to the extent that any of the foregoing are considered to be a successor or assign of or for the Debtor; provided, however, that the Debtor shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

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

19. Lender's Duty. The Lender shall not have any duty with respect to the Trademarks or the Licenses. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or the Licenses against any other parties, but may do so at its option, and all expenses incurred in connection therewith shall be for the sole account of the Debtor and added to the Indebtedness secured hereby.

20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

22. MLB Approval. Each of the provisions of and security interests granted under this agreement and the other Loan Documents shall be subject to the agreements (the "MLB Agreements") respecting the Trademarks and/or Licenses between the Debtor and Major League

Baseball Properties, Inc., Major League Baseball International, MLB Advanced Media, Inc., MLB Advanced Media L.P., Major League Baseball Properties Canada, other Major League Baseball entities, the National Association of Professional Baseball Leagues, and the Minor League Association (all such entities, the "MLB Entities"), and any agreements entered into by the MLB Entities pursuant to the authority granted under the MLB Agreements. Without limiting the generality of the preceding sentence, the Lender shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under any of the Loan Documents except in accordance with and subject to such approval and agreements.

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

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

THE DEBTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE AT THE OPTION OF THE LENDER BY ANY ONE OF THE FOLLOWING (A) DELIVERY IN PERSON, (B) BY COURIER, OR (C) CERTIFIED OR REGISTERED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT ITS NOTICE ADDRESS SET FORTH ON THE SIGNATURE PAGE HERETO.

ANY PROCESS SERVED BY MAIL SHALL BE COMPLETE ON THE DATE IT IS MAILED. ANY PROCESS SERVED BY ANY OTHER MANNER AFOREMENTIONED SHALL BE COMPLETE ON THE DATE IT IS DELIVERED. THE DEBTOR CONSENTS TO SERVICE OF PROCESS AS AFORESAID. THE DEBTOR ALSO WAIVES ANY DEFECT IN SERVICE

CAUSED BY ITS FAILURE TO NOTIFY THE LENDER IN WRITING OF ANY CHANGE OF ADDRESS.

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

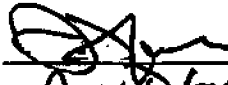
24. WAIVER OF JURY TRIAL. EACH OF THE DEBTOR AND THE LENDER HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT.

[Signatures on next page.]

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

**NASHVILLE SOUNDS BASEBALL CLUB
LIMITED PARTNERSHIP,
a Tennessee limited partnership**

By: Amerisports Companies, L.L.C.
an Illinois limited liability company,
Its General Partner

By: 
Name: Glenn Yeager
Title: Manager/Member

Address:

9330 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606
Attn: Glenn Yeager

Accepted and agreed to as of the
18 day of July, 2008, by:

THE PRIVATEBANK AND TRUST COMPANY
an Illinois State chartered bank
as Lender

By: Jennifer Hasbrook
Name: Jennifer Hasbrook
Title: Officer

Schedule A

Trademark Registrations/Applications

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

I. U.S. Trademark Registrations and Applications

<u>Mark</u>	<u>Reg. No. Serial No.</u>	<u>Date Filed Date Registered</u>	<u>Record Owner</u>
Nashville Sounds	1900954 74453949	November 3, 1993 June 20, 1995	Nashville Sounds Baseball Club Limited Partnership
Faith Nights	3044413 78319634	October 28, 2003 January 17, 2006	Nashville Sounds Baseball Club Limited Partnership
Nashville Sounds	3351118 77116412	February 26, 2007 December 11, 2007	Nashville Sounds Baseball Club Limited Partnership
Nashville Sounds	3351117 77116404	February 26, 2007 December 11, 2007	Nashville Sounds Baseball Club Limited Partnership
Design Only	3397376 77116427	February 26, 2007 January 1, 2008	Nashville Sounds Baseball Club Limited Partnership

Schedule B

Trademark License Agreements

None