

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
Chicago Baseball Holdings, LLC		10/27/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as collateral agent for secured parties
Street Address:	Louisville Loan Center
Internal Address:	P.O.Box 33035
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40232-3035
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 40

Property Type	Number	Word Mark
Serial Number:	73240066	C
Serial Number:	73752741	CHICAGO CUBS
Serial Number:	73762765	CHICAGO CUBS
Serial Number:	73752742	CHICAGO CUBS
Serial Number:	73762807	CHICAGO CUBS
Serial Number:	78832101	CHICAGO ORPHANS
Serial Number:	78633656	CUBBIES
Serial Number:	78633837	CUBS
Serial Number:	78633836	CUBS
Serial Number:	78633834	CUBS
Serial Number:	78633665	CUBS
Serial Number:	78633664	CUBS
Serial Number:	78633658	CUBS

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Serial Number:	78633657	CUBS
Serial Number:	73011582	CUBS
Serial Number:	72278467	CUBS
Serial Number:	78633654	CUBS
Serial Number:	73753285	CUBS
Serial Number:	78633653	CUBS
Serial Number:	78633652	CUBS
Serial Number:	78633655	CUBS
Serial Number:	78633651	CUBS
Serial Number:	76159416	C
Serial Number:	76147633	C
Serial Number:	73393194	C
Serial Number:	78634123	C
Serial Number:	73752545	C
Serial Number:	78633649	C
Serial Number:	78633647	C
Serial Number:	78633650	C
Serial Number:	78633645	C
Serial Number:	74552991	C
Serial Number:	74173748	CUBS CARE
Serial Number:	78633646	
Serial Number:	73752274	
Serial Number:	77580086	
Serial Number:	74446388	MR. CUB
Serial Number:	78449094	W
Serial Number:	73752544	WRIGLEY FIELD HOME OF CHICAGO CUBS
Serial Number:	73752541	

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: Proskauer Rose LLP
Address Line 2: 1585 Broadway
Address Line 4: New York, NEW YORK 10036-8299

TRADEMARK

REEL: 004098 FRAME: 0844

ATTORNEY DOCKET NUMBER:	40869-004/TRIBUNE #1
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	11/18/2009
Total Attachments: 9 source=TM SA to JPMorgan Chase Bank#page1.tif source=TM SA to JPMorgan Chase Bank#page2.tif source=TM SA to JPMorgan Chase Bank#page3.tif source=TM SA to JPMorgan Chase Bank#page4.tif source=TM SA to JPMorgan Chase Bank#page5.tif source=TM SA to JPMorgan Chase Bank#page6.tif source=TM SA to JPMorgan Chase Bank#page7.tif source=TM SA to JPMorgan Chase Bank#page8.tif source=TM SA to JPMorgan Chase Bank#page9.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of October 27, 2009, by CHICAGO BASEBALL HOLDINGS, LLC, a Delaware limited liability company (the "Pledgor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security and Guarantee Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent, for the 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 attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Section 6.13 of the Security Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 5. MLB Rules. Section 6.16 of the Security Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 6. Collateral Agency Agreement. Section 6.17 of the Security Agreement is hereby incorporated by reference herein as if fully set forth herein.

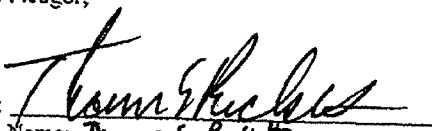
SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE

**GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE
LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES
THEREOF RELATING TO CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE
GENERAL OBLIGATIONS LAW (OR ANY SUCCESSOR PROVISION THERETO))).**

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

CHICAGO BASEBALL HOLDINGS, LLC,
as Pledgor,

By: 
Name: *Thomas S. Ricketts*
Title: *Executive Vice President*

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement (Holdco)]


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

CHICAGO BASEBALL HOLDINGS, LLC,
as Pledgor,

By: _____
Name:
Title:


Accepted and Agreed:


JPMORGAN CHASE BANK, N.A.,
as Collateral Agent



By: 
Name: Scott Milleisen
Title: Vice President









[Signature Page to Trademark Security Agreement (Holdco)]










TRADEMARK
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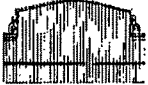
<i>Country:</i> California							
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
CUBS and Design 1979 Primary	39			097586	6/1/1993	Registered	
							

<i>Country:</i> South Carolina							
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
CUBS and Design 1979 Primary	25		9/23/1994	None Assigned	10/10/1994	Registered	
							

<i>Country:</i> 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>	
C	25, 28	73/240,066	11/21/1979	1,183,876	12/29/1981	Registered	
CHICAGO CUBS	11, 25	73/752,741	9/16/1988	1,544,313	6/20/1989	Registered	
CHICAGO CUBS	41	73/762,765	11/9/1988	1,548,675	7/18/1989	Registered	
CHICAGO CUBS (Stylized Design) 1982 Lettering	25	73/752,742	9/19/1988	1,538,193	5/9/1989	Registered	
							
CHICAGO CUBS and Design 1984 Lettering	16, 41	73/762,807	11/9/1988	1,612,016	9/4/1990	Registered	
							
CHICAGO ORPHANS	25	78/832,101	3/8/2006			FILED	
CUBBIES	25	78/633,656	5/19/2005			FILED	
CUBS	09	78/633,837	5/20/2005	3,326,193	10/30/2007	Registered	
CUBS	14	78/633,836	5/20/2005	3,320,044	10/23/2007	Registered	
CUBS	16	78/633,834	5/20/2005	3,320,043	10/23/2007	Registered	
CUBS	18	78/633,665	5/20/2005	3,320,042	10/23/2007	Registered	

Country: 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>	
CUBS	25	78/633,664	5/19/2005	3,231,137	4/17/2007	Registered	
CUBS	28	78/633,658	5/19/2005	3,320,041	10/23/2007	Registered	
CUBS	41	78/633,657	5/19/2005	3,231,136	4/17/2007	Registered	
CUBS and Design 1945 Primary	06, 14, 16, 18, 20, 21, 24, 25, 26, 28, 30, 34	73/011,582	1/23/1974	1,042,652	7/6/1976	Registered	
							
CUBS and Design 1957 Primary	41	72/278,467	8/17/1967	869,838	5/20/1969	Registered	
							
CUBS and Design 1979 Primary	09	78/633,654	5/19/2005	3,326,192	10/30/2007	Registered	
							
CUBS and Design 1979 Primary	11	73/753,285	9/16/1988	1,538,033	5/9/1989	Registered	
							
CUBS and Design 1979 Primary	16	78/633,653	5/19/2005	3,320,040	10/23/2007	Registered	
							
CUBS and Design 1979 Primary	18	78/633,652	5/19/2005	3,320,039	10/23/2007	Registered	
							
CUBS and Design 1979 Primary	25	78/633,655	5/19/2005	3,231,135	4/17/2007	Registered	
							
CUBS and Design 1979 Primary	28	78/633,651	5/19/2005	3,320,038	10/23/2007	Registered	
							

<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>	
Cubs C (Stylized) 1910 Cap	25	76/159,416	11/3/2000	2,506,407	11/13/2001	Registered	
							
Cubs C (Stylized) 1910 Cap	41	76/147,633	9/26/2000	2,667,880	12/31/2002	Registered	
							
Cubs C (Stylized) 1957 Cap	25	73/393,194	9/29/1982	1,297,664	9/25/1984	Registered	
							
Cubs C (Stylized) 1969 Cap	09	78/634,123	5/20/2005	3,403,046	3/25/2008	Registered	
							
Cubs C (Stylized) 1969 Cap	09, 16, 28	73/752,545	9/16/1988	1,536,262	4/25/1989	Registered	
							
Cubs C (Stylized) 1969 Cap	14	78/633,649	5/19/2005	3,395,907	3/11/2008	Registered	
							
Cubs C (Stylized) 1969 Cap	16	78/633,647	5/19/2005			Filed	
							
Cubs C (Stylized) 1969 Cap	28	78/633,650	5/19/2005	3,320,037	10/23/2007	Registered	
							
Cubs C and Bear Design 1908 Road Jersey	25	78/633,645	5/19/2005	3,403,043	3/25/2008	Registered	
							

Country: 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>
Cubs C and Cub Bear Design 1994 Sleeve 	25	74/552,991	7/22/1994	1,916,572	9/5/1995	Registered
CUBS CARE	36	74/173,748	6/7/1991	1,694,837	6/16/1992	Registered
Cubs Cub Bear Face Design 1968 Sleeve 	25	78/633,646	5/19/2005	3,403,044	3/25/2008	Registered
Cubs Cub Bear Face Design 1974 Sleeve 	06, 11, 16, 26	73/752274	9/16/1988	1,560,472	10/17/1989	Registered
Cubs Cub Bear Face Design 1974 Sleeve 	25	77/580,086	9/26/2008			FILED
MR. CUB	16, 25, 28	74/446,388	10/12/1993	3,199,968	1/23/2007	Registered
W	24	78/449,094	7/12/2004	3,053,475	1/31/2006	Registered
WRIGLEY FIELD HOME OF CHICAGO CUBS and Design 	16, 25, 41	73/752,544	9/16/1988	1,538,151	5/9/1989	Registered
Wrigley Field Marquee Design 	16, 41	73/752,541	8/28/1990	1,631,187	1/8/1991	Registered

Country: **Canada**

<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>
CHICAGO CUBS (Stylized Design) 1996 Lettering		496450	12/20/1982	337137	2/19/1988	REGISTERED



CUBS and Design 1979 Primary		1290162	2/16/2006			FILED
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CUBS and Design 1979 Primary		496451	12/20/1982	337138	2/19/1988	REGISTERED
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Cubs C (Stylized) 1910 Cap		496449	12/20/1982	337136	2/19/1988	REGISTERED
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