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Form PTO-1594 (Rev. 01-09)
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RECORDATION FORM COVER SH
TRADEMARKS ONL

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12-11-09

1. Name of conveying party(ies):

Angels Baseball, LP

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

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., Agent
Internal Address:
Street Address: 270 Park Avenue
City: New York
State: New York
Country: United States Zip: 10017

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other National Bank Citizenship United States

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)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) December 7, 2009

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
(please see attached)

B. Trademark Registration No.(s)
(please see attached)

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
(please see attached)

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

Name: Joel Schechter, Esq.
Internal Address: Cummings & Lockwood LLC
Street Address: 3001 Tamiami Trail, N
City: Naples
State: Florida Zip: 34109
Phone Number: 239-649-3128
Fax Number: 239-430-3325
Email Address: jschechter@cl-law.com

6. Total number of applications and registrations involved: 53

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $1,340

☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

Deposit Account Number
Authorized User Name

9. Signature: Bill Beverage 12/4/2009
Signature Date

BILL BEVERAGE
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

12/11/2009 MAHMA1 00000021 77717658
01 FC:8521 40.00 OP
02 FC:8522 1300.00 OP

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Los Angeles Angels of Anaheim
Trademark Applications and Registrations

App. #	App. Dt	Reg. #	Reg. Dt
77/717,658	4/23/2009	N/A	N/A
76/350,671	12/19/2001	2,879,939	8/31/2004
76/211,759	2/16/2001	2,594,105	7/16/2002
76/157,475	11/1/2000	2,581,357	6/18/2002
76/204,889	2/5/2001	2,597,466	7/23/2002
76/211,761	2/16/2001	2,594,106	7/16/2002
76/157,495	11/1/2000	2,667,909	12/31/2002
76/204,888	2/5/2001	2,638,556	10/22/2002
76/350,669	12/19/2001	3,211,693	2/20/2007
74/005,265	11/27/1989	1,646,800	6/4/1991
76/204,886	2/5/2001	2,668,048	12/31/2002
76/139,125	10/2/2000	2,606,782	8/13/2002
78/633,875	6/1/2005	3,326,194	10/30/2007
76/157,497	11/1/2000	2,482,497	8/28/2001
76/139,127	10/2/2000	2,611,737	8/27/2002
78/633,883	5/20/2005	3,353,457	12/11/2007
78/634,126	5/20/2005	3,326,197	10/30/2007
78/633,877	5/20/2005	3,410,418	4/8/2008
73/764,417	11/18/1988	1,576,459	1/9/1990
73/562,256	10/9/1985	1,408,209	9/9/1986
73/284,769	10/31/1980	1,232,818	3/29/1983
78/634,131	5/20/2005	3,238,177	5/1/2007
78/633,895	5/20/2005	3,238,176	5/1/2007
78/633,890	5/20/2005	3,238,175	5/1/2007
78/633,887	5/20/2005	3,238,174	5/1/2007
78/633,886	5/20/2005	3,231,140	4/17/2007
76/211,760	2/16/2001	2,600,653	7/30/2002
76/157,496	11/1/2000	2,824,312	3/23/2004
76/204,887	2/5/2001	2,597,465	7/23/2002
76/139,128	10/2/2000	2,665,314	12/24/2002
78/863,256	4/17/2006	3,662,058	7/28/2009
78/863,257	4/17/2006	3,659,454	7/21/2009
78/980,368	4/17/2006	3,474,157	7/22/2008
78/863,255	4/17/2006	3,659,453	7/21/2009
78/863,254	4/17/2006	3,659,452	7/21/2009
78/863,253	4/17/2006	3,659,451	7/21/2009
73/764,460	11/18/1988	1,576,460	1/9/1990
74/370,310	3/22/1993	2,018,032	11/19/1996

73/775,529	1/19/1989	1,600,966	6/12/1990
78/980,442	3/8/2006	3,486,603	8/12/2008
73/673,644	7/21/1987	1,485,613	4/19/1988
74/370,311	3/22/1993	1,881,515	2/28/1995
77/609,516	11/7/2008	N/A	N/A
77/763,673	6/19/2009	N/A	N/A
78/831,759	3/7/2006	3,403,355	3/25/2008
78/863,251	4/17/2006	3,506,593	9/23/3008
78/540,237	12/30/2004	3,406,606	4/1/2008
76/692,658	9/9/2008	3,621,312	5/19/2009
76/692,655	9/9/2008	N/A	N/A
76/692,659	9/9/2008	N/A	N/A
76/692,657	9/9/2008	N/A	N/A
76,692,660	9/9/2008	N/A	N/A
76/692/656	9/9/2008	N/A	N/A

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TRADEMARK SECURITY AGREEMENT

WHEREAS, ANGELS BASEBALL LP, a limited partnership organized under the laws of the State of California (hereinafter referred to as the "Grantor"), owns the U.S. trademarks, trademark registrations and trademark applications listed on Schedule "A" annexed hereto; and

WHEREAS, the Grantor has agreed to grant, subject to (i) liens permitted to exist on such assets pursuant to both (A) the Credit Agreement, effective as of December 7, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, the banks (the "Banks") that are parties to the Credit Agreement, and JPMorgan Chase Bank, N.A., as Book Manager and Administrative Agent (in such capacity, together with its successors in such capacity, the "Agent") for the Banks, and (B) the Security Agreement, effective as of December 7, 2009, by the Grantor in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and (ii) existing trademark licenses granted by the Grantor in the ordinary course of rights with respect to such assets, a security interest in certain assets of the Grantor to secure the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby mortgage, pledge and grant to the Agent, its successors, endorsees, transferees and assigns for the ratable benefit of the Banks, a security interest in all of the Grantor's right, title and interest in, to and under the following U.S. trademark applications and trademark registrations, whether presently existing or hereafter arising or acquired, and which is more fully described in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein:

(a) each U.S. trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or dilution of any trademark or trademark registration, including, without limitation, any of the foregoing referred to in Schedule A, and of any trademark licensed under any trademark license, including, without limitation, any trademark license listed on Schedule A, or for injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the interest granted in the Security Agreement which is incorporated herein by reference, and of which this Trademark Security Agreement is a part. The security interest created by this Trademark Security Agreement and the rights of the Agent to enforce its rights and remedies with respect to the Collateral are subject to the rights of Major League Baseball as more particularly set forth in the Credit Agreement and the Security Agreement.

FAC ID: 198421827
UCN 011010451-000

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officers thereunto duly authorized to be effective as of the 7 day of December, 2009.

ANGELS BASEBALL LP

By: Moreno Baseball L.P., its general partner

By: Moreno Baseball Companies, Inc., its general partner

By: _____
Name: Bill M. Beverage
Title: Chief Financial Officer

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

December 4, 2009

Personally appeared Bill M. Beverage, the Chief Financial Officer of Moreno Baseball Companies, Inc., the General Partner of Moreno Baseball L.P., the General Partner of ANGELS BASEBALL LP, signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed and the free act and deed of said companies, before me.

Notary Public _____
My Commission Expires: 8/14/2012

OFFICIAL SEAL
JANELLE WAKEFIELD
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm. Expires Aug. 14, 2012

SCHEDULE A

Trademarks and Trademark Registrations

Trademark or Service Mark	Registrations -- United States Patent and Trademark Office Registration No.	Registration Date

(see attached)

Trademark or Service Mark	Pending Applications -- United States Patent and Trademark Office Serial No.	Filing Date

(see attached)

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FAC ID: 198421827
UCN 011010451-000