

Form PTO-1594 (Rev. 01-09)  
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

## RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

### 1. Name of conveying party(ies):

Spikes Baseball LP

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

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) July 15, 2009

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

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

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

Name: First National Bank of Pennsylvania

Internal

Address: \_\_\_\_\_

Street Address: 100 Federal Street, 3rd Floor

City: Pittsburgh

State: Pennsylvania

Country: United States Zip: 15212

- ☐ Association      Citizenship \_\_\_\_\_  
☐ General Partnership      Citizenship \_\_\_\_\_  
☐ Limited Partnership      Citizenship \_\_\_\_\_  
☐ Corporation      Citizenship \_\_\_\_\_

☒ Other 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)

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3288007

Additional sheet(s) attached? ☒ Yes ☐ No

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

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

Name: Paul D. Bangor, Jr.

Internal Address: Thorp Reed & Armstrong, LLP

One Oxford Centre, 14th Floor

Street Address: 301 Grant Street

City: Pittsburgh

State: Pennsylvania Zip: 15219

Phone Number: 412 394 7767

Fax Number: 412 394 2555

Email Address: traip@thorpreed.com

### 6. Total number of applications and registrations involved:

9

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

240.00

- ☒ Authorized to be charged to deposit account  
☐ Enclosed

### 8. Payment Information:

Deposit Account Number 20-0888

Authorized User Name Paul D. Bangor, Jr.

### 9. Signature:

Paul D. Bangor, Jr.  
Signature

2.17.2010  
Date

Paul D. Bangor, Jr.

Name of Person Signing

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

6

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

**TRADEMARK**

**REEL: 004151 FRAME: 0064**

**700429580**

CH \$240.00 200888 3288007

Addendum to U.S. Trademark Recordation form Coversheet for Recording Patent, Trademark and  
Copyright Security Agreement – executed on July 15, 2009

4. B Additional Trademark Registration Nos.

3346350
3288006
3379732
3283677
3290625
3346351
3293776
3346349

**NOTICE OF SECURITY INTEREST**  
**U.S. TRADEMARKS**

WHEREAS, Spikes Baseball LP, a Pennsylvania limited partnership (as successor by merger to State College Professional Baseball LP, a Pennsylvania limited partnership) (the "Grantor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Reimbursement and Loan Agreement, dated of even date herewith, by and between the Grantor and First National Bank of Pennsylvania (the "Grantee"), (as amended, modified, supplemented or restated from time to time, the "Loan Agreement"), the Grantor is obligated to the Grantee, and the Grantor has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement") in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, a mortgage on, pledge of and security interest in all right, title and interest of the Grantor in and to the Trademarks, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Debt (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby grant to the Grantee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Debt.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the mortgage on, pledge of and 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 hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Grantee's address is One FNB Blvd., Hermitage, Pennsylvania 16148.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Interest to be duly executed on the 5<sup>th</sup> day of July, 2009 as a document under seal.

WITNESS:

Spikes Baseball LP

By: Spikes Baseball GP Inc., its sole general partner





Claudia Spitz



By: [Signature] (SEAL)

Name: Charles M. Greenberg

Title: President

## Trademarks

Trademark	Status	Serial No. Reg. No.	Filing Date Reg. Date	International Class(es)
Misc. Design (Deer Head) 	Registered	78/841078 3288007	03/20/2006 09/04/2007	25
Misc. Design (Deer Head) 	Registered	78/979105 3346350	03/20/2006 11/27/2007	16, 28, 41
Misc. Design (S-Ribbon & Spike) 	Registered	78/841034 3288006	03/20/2006 09/04/2007	25
Misc. Design (S-Ribbon & Spike) 	Registered	78/979111 3379732	03/20/2006 02/05/2008	16, 28, 41
STATE COLLEGE SPIKES	Registered	78/694486 3283677	08/17/2005 08/21/2007	41
STATE COLLEGE SPIKES	Registered	78/840191 3290625	03/17/2006 09/11/2007	25
STATE COLLEGE SPIKES	Registered	78/979106 3346351	03/17/2006 11/27/2007	16, 28

Trademark	Status	Serial No. Reg. No.	Filing Date Reg. Date	International Class(es)
STATE COLLEGE SPIKES and Design 	Registered	78/840875 3293776	03/20/2006 09/18/2007	25
STATE COLLEGE SPIKES and Design 	Registered	78/979104 3346349	03/20/2006 11/27/2007	16, 28, 41