

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Interest Assignment Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., including as successor-in-interest to NationsBank, N.A., and Maryland National Bank and as Agent		02/26/2010	national banking association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Collateral Agent
<b>Street Address:</b>	1455 Market Street, 5th Floor
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94103
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	3600328	ST. LOUIS BROWNS
Registration Number:	3432937	O'S
Registration Number:	3349801	O'S
Registration Number:	3326758	ORIOLES
Registration Number:	3308989	
Registration Number:	3291904	ORIOLES
Registration Number:	3291902	ORIOLES
Registration Number:	2645323	
Registration Number:	2623330	
Registration Number:	2322643	O
Registration Number:	1924675	BALTIMORE ORIOLES
Registration Number:	1903093	O'S TV

OP \$790.00 3600328

**900163750**

**TRADEMARK  
 REEL: 004218 FRAME: 0275**

Registration Number:	1831753	ORIOLES BALTIMORE
Registration Number:	1802936	BB
Registration Number:	1793382	
Registration Number:	1649971	
Registration Number:	1642874	
Registration Number:	1638334	ORIOLES
Registration Number:	1605473	ORIOLES
Registration Number:	1602526	ORIOLES
Registration Number:	1602441	ST. LOUIS BROWNS
Registration Number:	1602346	ORIOLES
Registration Number:	1577853	
Registration Number:	1563302	ORIOLES
Registration Number:	1562282	ST. LOUIS BROWNS
Registration Number:	1561778	ORIOLES
Registration Number:	1214055	
Registration Number:	1148488	
Registration Number:	0840662	
Registration Number:	0840661	
Registration Number:	0831251	ORIOLES

**CORRESPONDENCE DATA**

Fax Number: (919)416-8328  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9192868041  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4536 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	06/04/2010

Total Attachments: 5  
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## INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT** (the "Agreement") is made and entered into as of the 26th day of February, 2010, by Bank of America, N.A., including as successor-in-interest to NationsBank, N.A. and Maryland National Bank and as agent, a national banking association with an address of 10 Light Street, Baltimore, Maryland 21202 ("Assignor"), in favor of BANK OF AMERICA, N.A., as Collateral Agent, a national banking association with an address of 1455 Market Street, 5<sup>th</sup> Floor, San Francisco, California 94103 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby irrevocably transfer, assign, grant and convey to Assignee all of its right, title and interest in and to that certain Amended and Restated Pledge and Security Agreement dated as of October 31, 2006 and associated Amended and Restated Trademark Security Agreement dated as of October 31, 2006 (recorded at the United States Patent and Trademark Office on January 23, 2007 at Reel 3466 and Frame 0552), Security Agreement dated as of December 22, 1999 (recorded at the United States Patent and Trademark Office on January 10, 2000 at Reel 2009 and Frame 0727), Security Agreement dated as of October 10, 1997 (recorded at the United States Patent and Trademark Office on November 10, 1997 at Reel 1653 and Frame 0778), Security Interest dated as of October 4, 1993 (recorded at the United States Patent and Trademark Office on October 8, 1993 at Reel 1047 and Frame 0158), Amended and Restated Copyright Security Agreement dated as of October 31, 2006 (recorded at the United States Copyright Office on August 21, 2007 at Volume 3555 and Doc. No. 599), Copyright Security Agreement dated as of December 22, 1999 (recorded at the United States Copyright Office on January 10, 2000 at Volume 3446 and Doc. No. 719), Security Agreement dated as of October 10, 1997 (recorded at the United States Copyright Office on November 13, 1997 at Volume 3406 and Doc. No. 449), and Security Interest dated as of October 4, 1993 (recorded at the United States Copyright Office on October 12, 1993 at Volume 2932 and Doc. No. 328), together with any rider, addendum, exhibit, schedule and attachment thereto (the "Security Instrument"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining to or arising from the Security

Instrument. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under the Security Instrument from and after the date hereof.

2. Representations and Warranties of Assignor. This Agreement is an absolute assignment. This Assignment is made without recourse, representation, or warranty, express or implied, except that the Assignor represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Assignee is located.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

**ASSIGNOR:**

Bank of America, N.A., including as successor-in-interest to NationsBank, N.A. and Maryland National Bank and as agent, a national banking association

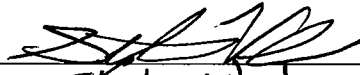
By:   
Name: Stephen Vogel  
Title: Vice President

EXHIBIT A

INTELLECTUAL PROPERTY

Registered Marks

Mark	Registration No.	Registration Date
ST. LOUIS BROWNS	3600328	03/31/09
O'S	3432937	05/20/08
O'S	3349801	12/04/07
ORIOLES	3326758	10/30/07
Design only	3308989	10/09/07
ORIOLES	3291904	09/11/07
ORIOLES	3291902	09/11/07
Design only	2645323	11/05/02
Design only	2623330	09/24/02
O	2322643	02/29/00
BALTIMORE ORIOLES and Design	1924675	10/03/95
O'S TV and Design	1903093	07/04/95
ORIOLES BALTIMORE and Design	1831753	04/19/94
BB and Design	1802936	11/02/93
Design only	1793382	09/21/93
Design only	1649971	07/09/91
Design only	1642874	04/30/91
ORIOLES	1638334	03/19/91
ORIOLES	1605473	07/10/90
ORIOLES	1602526	06/19/90
ST. LOUIS BROWNS	1602441	06/19/90
ORIOLES	1602346	06/19/90
Design only	1577853	01/16/90
ORIOLES	1563302	10/31/89
ST. LOUIS BROWNS	1562282	10/24/89
ORIOLES	1561778	10/24/89
Design only	1214055	10/26/82
Design only	1148488	03/17/81
Design only	0840662	12/12/67
Design only	0840661	12/12/67
ORIOLES	0831251	06/27/67

Registered Copyrights

Title	Registration No.	Registration Date
Detroit Tigers @ Baltimore Orioles – September 6, 1996 radio broadcast / by Baltimore Orioles Limited Partnership	SRu669081	05/15/07
O's – Yanks : 9/20/98	SRu401050	04/26/99
Baltimore Orioles	SRu13489	03/17/80
Baltimore Orioles @ Seattle Mariners – July 15, 2005	SRu569334	12/07/05
Orioles vs. Red Sox : 10/06/01	SRu464779	02/11/02
O's – Twins : 4/15/00	SRu429367	06/26/00
Eddie Murray 500th home run game : 9/6/96	SRu356224	11/26/96

<b>Title</b>	<b>Registration No.</b>	<b>Registration Date</b>
Baltimore Orioles at Detroit Tigers	SRu351843	02/12/97
New York Yankees & Baltimore Orioles – Sept. 20, 1998	PAu2400982	04/26/99
Boston Red Sox at Baltimore Orioles game – Oct. 6, 2001	PAu2637364	02/11/02
Baltimore Orioles @ Minnesota Twins game – Apr. 15, 2000	PAu2498720	06/26/00
New York Yankees @ Baltimore Orioles : 9/19/98	PAu2389059	05/07/99
Rick Dempsey and the Invisible Orioles Magic Band	PA307929	11/10/86
Orioles Song (The Orioles Baseball Song)	PAu1729558	04/01/93
Orioles vs. Minnesota, 8/25/91	PAu1579491	11/27/91
The House of magic : 70 years of thrills and excitement on 33rd Street, 1922-1991 / editor, Bob Brown	TX3110441	06/21/91