

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
The Baseball Club of Tacoma, LLC		03/30/2011	LIMITED LIABILITY COMPANY: WASHINGTON
RECEIVING PARTY DATA			
Name:	The Commerce Bank of Washington		
Street Address:	601 Union Street		
Internal Address:	Suite 3600		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2058831	TACOMA RAINIERS	
Registration Number:	2058830	TACOMA RAINIERS	
CORRESPONDENCE DATA			
Fax Number:	(206)464-0125		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 816-1367		
Email:	sstaff@gsblaw.com		
Correspondent Name:	Sarah Staff, c/o Garvey Schubert Barer		
Address Line 1:	1191 Second Avenue		
Address Line 2:	Suite 1800		
Address Line 4:	Seattle, WASHINGTON 98101		
NAME OF SUBMITTER:	Sarah A. Staff		
Signature:	/SAS/		

OP \$65.00 2058831

900189102

**TRADEMARK
 REEL: 004520 FRAME: 0380**

Date:

04/12/2011

Total Attachments: 3

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2011, by The Baseball Club of Tacoma, LLC, a Washington limited liability company (the "**Grantor**"), in favor of The Commerce Bank of Washington, N.A. (the "**Lender**").

WITNESSETH:

WHEREAS, Grantor has entered into a Loan Agreement, dated as of the date hereof (said agreement including all schedules and exhibits attached thereto, as amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Loan Agreement**") with the Lender.

WHEREAS, Lender is willing to make the Loan, but only upon the condition, among others, that the Grantor shall have executed and delivered to Lender that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**").

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Lender this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. The Grantor hereby grants to Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its registered trademarks referred on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

SECTION 3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender 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 WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE BASEBALL CLUB OF TACOMA,
LLC

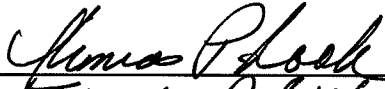
By: 

Name: Michael J. Thomsen

Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

THE COMMERCE BANK OF WASHINGTON, N.A.

By: 
Name: THOMAS P. COOK
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark (words only): Tacoma Rainiers, Registration No. 2058831, Serial No. 75018852,
renewed on June 4, 2007 for 10 years.

Mark: Tacoma Rainiers (and Design), Registration No. 2058830, Serial No. 75018851,
renewed on June 2, 2007 for 10 years.