

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
Padres L.P.		08/28/2012	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association
Street Address:	425 Walnut Street - 8th Floor
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 60

Property Type	Number	Word Mark
Registration Number:	3313955	COMPADRES
Registration Number:	3637191	FRIAR FRANKS
Registration Number:	3702340	PADRES
Registration Number:	1273430	PADRES
Registration Number:	1199555	PADRES
Registration Number:	3705977	PADRES
Registration Number:	3796150	PADRES
Registration Number:	3632400	PADRES
Registration Number:	1158446	PADRES
Registration Number:	1554459	PADRES
Registration Number:	1556528	PADRES
Registration Number:	3319401	PADRES
Registration Number:	3330457	PADRES
Registration Number:	3325596	PADRES

TRADEMARK

Registration Number:	3325597	PADRES
Registration Number:	3066606	PADRES
Registration Number:	3325598	PADRES
Registration Number:	3136500	PADRES
Registration Number:	2457537	
Registration Number:	2448030	
Registration Number:	2498546	
Registration Number:	2241858	
Registration Number:	3518075	P
Registration Number:	3628729	P
Registration Number:	3528994	P
Registration Number:	3136501	P
Registration Number:	3335867	SAN DIEGO
Registration Number:	3330456	SAN DIEGO
Registration Number:	3319402	SAN DIEGO
Registration Number:	3325595	SAN DIEGO
Registration Number:	1229948	SD
Registration Number:	1223509	SD
Registration Number:	2591107	SD
Registration Number:	1522534	SD
Registration Number:	1558158	SD
Registration Number:	2619844	SD
Registration Number:	3189834	SD
Registration Number:	3370436	SD
Registration Number:	3325594	SD
Registration Number:	3036584	SD
Registration Number:	3330458	SD
Registration Number:	3189833	SD
Registration Number:	3268995	SD
Registration Number:	3136499	SD
Registration Number:	2244965	
Registration Number:	3699313	PARK AT THE PARK
Registration Number:	3469450	PARK AT THE PARK
Registration Number:	1195743	SAN DIEGO PADRES
Registration Number:	3683834	SAN DIEGO PADRES

	1154251	SAN DIEGO PADRES
Registration Number:	3174798	SAN DIEGO PADRES
Registration Number:	3136502	SAN DIEGO PADRES
Registration Number:	1015484	SAN DIEGO PADRES
Registration Number:	3730062	SAN DIEGO PADRES
Registration Number:	2723168	SAN DIEGO PADRES BASEBALL CLUB
Registration Number:	1585635	SAN DIEGO PADRES BASEBALL CLUB
Registration Number:	2620286	SAN DIEGO PADRES BASEBALL CLUB
Registration Number:	2619846	SAN DIEGO PADRES BASEBALL CLUB AND DESIGN
Registration Number:	2998508	WESTERN METAL SUPPLY CO.
Registration Number:	2976371	WESTERN METAL SUPPLY CO.

CORRESPONDENCE DATA

Fax Number: 2164798780
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 216.479.8500
Email: trademark@squiresanders.com
Correspondent Name: Patrick J. Burke
Address Line 1: Squire Sanders (US) LLP
Address Line 2: 4900 Key Tower, 127 Public Square
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	032911.00183
NAME OF SUBMITTER:	Patrick J. Burke
Signature:	/Patrick J. Burke/
Date:	09/13/2012

Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of August 28, 2012, by Padres L.P., a Delaware limited partnership (the "Pledgor"), in favor of U.S. Bank National Association (the "Lender").

W I T N E S S E T H:

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

NOW, THEREFORE, in consideration of the foregoing premises, to induce the Lender to enter into the Credit Agreement dated as of the date hereof, among the Pledgor and the Lender (as amended, restated, supplemented, waived, replaced, or otherwise modified from time to time, the "Credit Agreement") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the respective meanings ascribed to them in the Guarantee and Collateral 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 Obligations, the Pledgor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest, whether now owned or at any time hereafter acquired by the Pledgor or that the Pledgor now has or at any time in the future may acquire, 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. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guarantee and Collateral Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Section 7.13 of the Guarantee and Collateral Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 5. Major League Baseball Requirements. Section 7.16 of the Guarantee and Collateral Agreement is hereby incorporated by reference herein as if fully set forth herein.

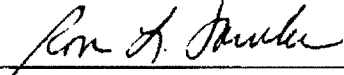
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

[Remainder of page intentionally left blank. Signature pages follow.]

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.

PADRES L.P.,

By: Padres GP, LLC, its general partner

By: 

Name: Ron L. Fowler

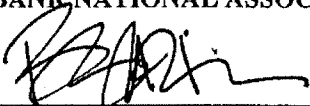
Title: Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004860 FRAME: 0540

Accepted and Agreed:

U.S. BANK NATIONAL ASSOCIATION

By: 
Name: Brad A. Hamilton
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004860 FRAME: 0541

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App. #	App. Date	Reg. #	Reg. Date	Status
COMPRADES	78/743,067	10/28/2005	3,313,955	10/16/2007	REGISTERED
FRIAR FRANKS	76/692,333	8/25/2008	3,637,191	6/16/2009	REGISTERED
PADRES	77/358,020	12/21/2007	3,702,340	10/27/2009	REGISTERED
PADRES	73/257,757	4/14/1980	1,273,430	4/10/1984	REGISTERED
PADRES	73/257,830	4/14/1980	1,199,555	6/29/1982	REGISTERED
PADRES	77/358,047	12/21/2007	3,705,977	11/3/2009	REGISTERED
PADRES	77/358,089	12/21/2007	3,796,150	6/1/2010	REGISTERED
PADRES	77/358,065	12/21/2007	3,632,400	6/2/2009	REGISTERED
PADRES	73/216,232	5/18/1979	1,158,446	6/23/1981	REGISTERED
PADRES (Stylized) 1985 Secondary	73/729,066	5/18/1988	1,554,459	9/5/1989	REGISTERED
PADRES (Stylized) 1985 Secondary	73/739,607	7/13/1988	1,556,528	9/19/1989	REGISTERED
PADRES (Stylized) 2004 Home Jersey	78/317,871	10/23/2003	3,319,401	10/23/2007	REGISTERED
PADRES (Stylized) 2004 Home Jersey	78/317,893	10/23/2003	3,330,457	11/6/2007	REGISTERED
PADRES (Stylized)	78/317,914	10/23/2003	3,325,596	10/30/2007	REGISTERED

Mark	App. #	App. Date	Reg. #	Reg. Date	Status
2004 Home Jersey					
PADRES (Stylized) 2004 Home Jersey	78/317,923	10/23/2003	3,325,597	10/30/2007	REGISTERED
PADRES (Stylized) 2004 Home Jersey	78/317,929	10/23/2003	3,066,606	3/7/2006	REGISTERED
PADRES (Stylized) 2004 Home Jersey	78/317,936	10/23/2003	3,325,598	10/30/2007	REGISTERED
PADRES (Stylized) 2004 Home Jersey	78/317,939	10/23/2003	3,136,500	8/29/2006	REGISTERED
Padres Friar and Bat Design 1996 Alternate Sleeve	75/239,983	2/11/1997	2,457,537	6/5/2001	REGISTERED
Padres Friar and Bat Design 1996 Alternate Sleeve	75/239,984	2/11/1997	2,448,030	5/1/2001	REGISTERED
Padres Friar and Bat Design 1996 Alternate Sleeve	75/239,982	2/11/1997	2,498,546	10/16/2001	REGISTERED
Padres Friar and Bat Design 1996 Alternate Sleeve	75/239,985	2/11/1997	2,241,858	4/27/1999	REGISTERED
Padres P (Stylized)	78/317,934	10/23/2003	3,518,075	10/14/2008	REGISTERED

Mark	App. #	App. Date	Reg. #	Reg. Date	Status
2004 Batting Practice Cap					
Padres P (Stylized) 2004 Batting Practice Cap	78/317,941	10/23/2003	3,628,729	5/26/2009	REGISTERED
Padres P (Stylized) 2004 Batting Practice Cap	78/317,947	10/23/2003	3,528,994	11/4/2008	REGISTERED
Padres P (Stylized) 2004 Batting Practice Cap	78/317,957	10/23/2003	3,136,501	8/29/2006	REGISTERED
Padres SAN DIEGO (Stylized) 2004 Road Jersey	78/317,920	10/23/2003	3,335,867	11/13/2007	REGISTERED
Padres SAN DIEGO (Stylized) 2004 Road Jersey	78/317,889	10/23/2003	3,330,456	11/6/2007	REGISTERED
Padres SAN DIEGO (Stylized) 2004 Road Jersey	78/317,895	10/23/2003	3,319,402	10/23/2007	REGISTERED
Padres SAN DIEGO (Stylized) 2004 Road Jersey	78/317,911	10/23/2003	3,325,595	10/30/2007	REGISTERED
Padres SD (Stylized) 1969 Cap	73/282,432	10/20/1980	1,229,948	3/8/1983	REGISTERED
Padres SD (Stylized)	73/291,017	12/24/1980	1,223,509	1/11/1983	REGISTERED

Mark	App. #	App. Date	Reg. #	Reg. Date	Status
1980 Cap					
Padres SD (Stylized) 1985 Cap	76/211,434	2/15/2001	2,591,107	7/9/2002	REGISTERED
Padres SD (Stylized) 1985 Cap	73/739,601	7/13/1988	1,552,534	1/31/1989	REGISTERED
Padres SD (Stylized) 1985 Cap	73/779,655	2/9/1989	1,558,158	9/26/1989	REGISTERED
Padres SD (Stylized) 1985 Cap	76/138,417	9/29/2000	2,619,844	9/17/2002	REGISTERED
Padres SD (Stylized) 2004 Cap	78/318,175	10/24/2003	3,189,834	12/26/2006	REGISTERED
Padres SD (Stylized) 2004 Cap	78/743,066	10/28/2005	3,370,436	1/15/2008	REGISTERED
Padres SD (Stylized) 2004 Cap	78/317,908	10/23/2003	3,325,594	10/30/2007	REGISTERED
Padres SD (Stylized) 2004 Cap	78/317,879	10/23/2003	3,036,584	12/27/2005	REGISTERED
Padres SD (Stylized) 2004 Cap	78/318,191	10/24/2003	3,330,458	11/6/2007	REGISTERED
Padres SD (Stylized) 2004 Cap	78/317,937	10/23/2003	3,189,833	12/26/2006	REGISTERED
Padres SD (Stylized) 2004 Cap	78/317,898	10/23/2003	3,268,995	7/24/2007	REGISTERED
Padres SD (Stylized)	78/317,926	10/23/2003	3,136,499	8/29/2006	REGISTERED

Mark	App. #	App. Date	Reg. #	Reg. Date	Status
2004 Cap					
Padres Young Friar with Bat Design 1996	75/239,986	2/11/1997	2,244,965	5/11/1999	REGISTERED
PARK AT THE PARK	77/022,071	10/16/2006	3,699,313	10/20/2009	REGISTERED
PARK AT THE PARK	78/743,070	10/28/2005	3,469,450	7/15/2008	REGISTERED
SAN DIEGO PADRES	73/257,801	4/14/1980	1,195,743	5/18/1982	REGISTERED
SAN DIEGO PADRES	77/358,103	12/21/2007	3,683,834	9/15/2009	REGISTERED
SAN DIEGO PADRES	73/216,234	5/18/1979	1,154,251	5/12/1981	REGISTERED
SAN DIEGO PADRES and Design 2004 Primary	78/318,122	10/24/2003	3,174,798	11/21/2006	REGISTERED
SAN DIEGO PADRES and Design 2004 Primary	78/318,135	10/24/2003	3,136,502	8/29/2006	REGISTERED
SAN DIEGO PADRES and Friar Design 1972 Primary	73/021,273	5/13/1974	1,015,484	7/8/1975	REGISTERED
SAN DIEGO PADRES and Friar Design 1972 Primary	78/743,068	10/28/2005	3,730,062	12/22/2009	REGISTERED
SAN DIEGO PADRES BASEBALL CLUB Design 1987 Primary	76/211,435	2/15/2001	2,723,168	6/10/2003	REGISTERED
SAN DIEGO PADRES	73/811,217	6/30/1989	1,585,635	3/6/1990	REGISTERED

Mark	App. #	App. Date	Reg. #	Reg. Date	Status
BASEBALL CLUB Design 1987 Primary					
SAN DIEGO PADRES BASEBALL CLUB Design 1987 Primary	76/215,491	2/22/2001	2,620,286	9/17/2002	REGISTERED
SAN DIEGO PADRES BASEBALL CLUB Design 1987 Primary	76/138,432	9/29/2000	2,619,846	9/17/2002	REGISTERED
WESTERN METAL SUPPLY CO.	75/786,554	8/27/1999	2,998,508	9/20/2005	REGISTERED
WESTERN METAL SUPPLY CO.	75/786,555	8/27/1999	2,976,371	7/26/2005	REGISTERED