

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
The Baseball Club of Tacoma, LLC		09/11/2013	LIMITED LIABILITY COMPANY: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
Name:	Sterling Savings Bank		
Doing Business As:	Sterling Bank		
Street Address:	111 N. Wall Street		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99201		
Entity Type:	State-chartered commercial bank: WASHINGTON		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	2058831	TACOMA RAINIERS	
Registration Number:	2058830	TACOMA RAINIERS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2067577700		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	(206) 757-8475		
Email:	kristinecalhoun@dwt.com		
Correspondent Name:	Kristine Calhoun		
Address Line 1:	Davis Wright Tremaine LLP		
Address Line 2:	1201 Third Avenue, Suite 2200		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	66079-20		
NAME OF SUBMITTER:	Kristine Calhoun		

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Signature:	/Kristine Calhoun/
Date:	09/24/2013
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of the 11th day of September, 2013, is made by The Baseball Club of Tacoma, LLC, a Washington limited liability company (“Grantor”), in favor of Sterling Savings Bank, a Washington state-chartered commercial bank, doing business as Sterling Bank (“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 Loans (as defined in the Loan Agreement), 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:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

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”):

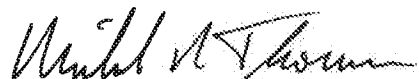
- (a) all of its registered trademarks referred on Schedule 1 hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each trademark; and
- (d) all products and proceeds of the foregoing, including, without 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.

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,  
a Washington limited liability company

By   
Its CEO & Board Member

ACCEPTED AND ACKNOWLEDGED BY:

STERLING SAVINGS BANK, a Washington  
state-chartered commercial bank, doing business  
as Sterling Bank

By \_\_\_\_\_  
Its \_\_\_\_\_

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,  
a Washington limited liability company

By \_\_\_\_\_  
Its \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

STERLING SAVINGS BANK, a Washington  
state-chartered commercial bank, doing business  
as Sterling Bank

By  \_\_\_\_\_  
Its Vice President \_\_\_\_\_

**Schedule 1**  
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.