

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 Seattle, LLLP		12/17/2013	LIMITED LIABILITY LIMITED PARTNERSHIP: WASHINGTON

RECEIVING PARTY DATA

Name:	Keybank National Association
Street Address:	1301 Fifth Avenue, Suite 2400
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	National banking association: UNITED STATES

PROPERTY NUMBERS Total: 99

Property Type	Number	Word Mark
Registration Number:	4001316	SEATTLE
Registration Number:	3611109	MOJO RISIN'
Registration Number:	3925899	MARINEROS
Registration Number:	3406850	SEATTLE MARINERS
Registration Number:	3486280	S
Registration Number:	2809130	
Registration Number:	2809131	S
Registration Number:	2552382	
Registration Number:	2546837	
Registration Number:	2573322	S
Registration Number:	3107146	SODO MOJO
Registration Number:	3107147	SODO MOJO
Registration Number:	2506238	
Registration Number:	2007273	S

TRADEMARK

Registration Number:	2012889	S
Registration Number:	1865313	
Registration Number:	2109321	SEATTLE MARINERS
Registration Number:	2672380	MARINERS
Registration Number:	1879043	SEATTLE MARINERS
Registration Number:	1876695	SEATTLE
Registration Number:	1683295	S
Registration Number:	1579124	S
Registration Number:	1561065	
Registration Number:	1539310	MARINERS
Registration Number:	1545202	M'S
Registration Number:	1618846	MARINERS
Registration Number:	1284387	M
Registration Number:	1249028	M
Registration Number:	1163136	SEATTLE MARINERS
Registration Number:	1163135	
Registration Number:	1066950	SEATTLE MARINERS
Registration Number:	1066949	MARINERS
Registration Number:	1082614	SEATTLE MARINERS
Registration Number:	1118821	SEATTLE MARINERS
Serial Number:	75503634	SAFE AT HOME
Serial Number:	78296202	VIVA LA MOJO
Serial Number:	78269584	VIVA LA MOJO
Serial Number:	78269590	VIVA LA MOJO
Serial Number:	78194522	FIELD OF LIGHTS
Serial Number:	78194524	FIELD OF LIGHTS
Serial Number:	78194525	FIELD OF LIGHTS
Serial Number:	78194526	FIELD OF LIGHTS
Serial Number:	76184002	SODO MOJO
Registration Number:	2622120	SODO MOJO
Registration Number:	2622121	SODO MOJO
Serial Number:	76184004	SODO MOJO
Serial Number:	76184005	SODO MOJO
Serial Number:	76184007	SODO MOJO
Serial Number:	76184008	SODO MOJO

	76184009	SODO MOJO
Serial Number:	76184010	SODO MOJO
Serial Number:	76184011	SODO MOJO
Serial Number:	75503624	SAFE AT HOME
Serial Number:	75503631	SAFE AT HOME
Serial Number:	75503632	SAFE AT HOME
Serial Number:	75503633	SAFE AT HOME
Serial Number:	75504105	SAFE AT HOME
Serial Number:	75504106	SAFE AT HOME
Serial Number:	75370953	HOME TOWN FANS
Serial Number:	75370954	HOME TOWN FANS
Serial Number:	75370955	HOME TOWN FANS
Serial Number:	75370956	HOME TOWN FANS
Serial Number:	75370957	HOME TOWN FANS
Serial Number:	75028338	MY OH MY
Registration Number:	1882590	JUNIOR MARINERS CLUB
Registration Number:	1883549	JUNIOR MARINERS CLUB
Serial Number:	74376945	S
Registration Number:	1672234	M'S ON DECK CIRCLE
Registration Number:	1654541	M'S THE NORTHWEST'S TEAM
Registration Number:	1571881	LEFEBVRE BELEBVRE
Registration Number:	1571351	LEFEBVRE'S BELEBVRES
Registration Number:	1520806	S
Registration Number:	1535328	M'S
Registration Number:	1525510	SEATTLE MARINERS BASEBALL CLUB
Registration Number:	1621124	MARINERS
Registration Number:	1562225	SEATTLE MARINERS BASEBALL CLUB
Serial Number:	74124157	M'S ON DECK CIRCLE
Registration Number:	1586847	S
Registration Number:	1281560	SEATTLE MARINERS
Registration Number:	1285287	SEATTLE MARINERS
Registration Number:	1294610	M SEATTLE MARINERS
Registration Number:	1294266	M MARINERS
Registration Number:	1291067	SEATTLE MARINERS
Registration Number:	1283328	M

	1287120	M
Registration Number:	1289994	M
Registration Number:	1290072	M
Registration Number:	1290098	M
Registration Number:	1292640	M
Registration Number:	1263591	ON DECK
Registration Number:	1290270	M
Registration Number:	1249027	SEATTLE MARINERS
Registration Number:	1249877	M
Registration Number:	1248399	SEATTLE MARINERS
Registration Number:	1127185	SEATTLE MARINERS BASEBALL CLUB
Registration Number:	1082613	SEATTLE MARINERS
Registration Number:	1094527	MARINERS
Registration Number:	1094542	MARINERS
Registration Number:	1077936	SEATTLE MARINERS

CORRESPONDENCE DATA

Fax Number: 2067577700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
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:	46758-276
NAME OF SUBMITTER:	Kristine Calhoun
Signature:	/Kristine Calhoun/
Date:	12/19/2013

Total Attachments: 19
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of December 17, 2013 by THE BASEBALL CLUB OF SEATTLE, LLLP, a Washington limited liability limited partnership ("Grantor"), in favor of KEYBANK NATIONAL ASSOCIATION ("Secured Party"), with reference to the following facts:

RECITALS

A. Pursuant to the Credit Agreement dated as of December 17, 2013 by and between Grantor and Secured Party (as such agreement may from time to time be amended, extended, renewed, supplemented or otherwise modified, is referred to herein as the "Credit Agreement"), Secured Party has agreed to extend certain credit facilities to Grantor.

B. The Credit Agreement provides, as a condition precedent to the Secured Party's obligation to extend credit facilities to Grantor, that Grantor shall enter into this Agreement, and shall grant security interests to Secured Party as herein provided.

AGREEMENT

NOW, THEREFORE, in order to induce Secured Party to extend credit facilities to Grantor under the Credit Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. This Agreement is the Trademark Security Agreement referred to in the Credit Agreement. This Agreement is one of the "Loan Documents" referred to in the Credit Agreement. Terms defined in the Credit Agreement and not otherwise defined in this Agreement shall have the meanings defined for those terms in the Credit Agreement. Terms defined in the Washington Uniform Commercial Code and not otherwise defined in this Agreement or in the Credit Agreement shall have the meanings defined for those terms in the Washington Uniform Commercial Code. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Agreement" means this Trademark Security Agreement, and any extensions, modifications, renewals, restatements, supplements or amendments hereof.

"Secured Obligations" means any and all present and future Obligations of every kind or nature of Grantor at any time and from time to time owed to Secured Party arising under or relating to any one or more of the Loan Documents, whether due or to become due, matured or unmatured, liquidated or unliquidated, or contingent or noncontingent, including Obligations of performance as well as Obligations of payment, and including interest that accrues after the commencement of any proceeding under any Debtor Relief Law by or against Grantor.

"Trademark Collateral" means and includes all of Grantor's presently existing, or hereafter acquired, right, title and interest in and to all of the following: (a) all of Grantor's trademarks, trade names, trade styles, and service marks; all prints and labels on which said trademarks, trade names, trade styles, and service marks appear, have appeared, or will appear,

and all designs and general intangibles of a like nature; all applications, registrations, and recordings relating to the foregoing in the United States Patent and Trademark Office ("USPTO") or in any similar office or agency of the United States, any State thereof, or any political subdivision thereof, or in Canada, and all reissues, extensions, and renewals thereof, including those trademark registrations described in Schedule 1 hereto (the "Trademarks"); (b) the right, if any, to sue for past, present and future infringements of rights in the Trademarks or any licenses relating thereto; (c) the goodwill of the business symbolized by each of the Trademarks, including all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (d) any and all proceeds of any of the foregoing; provided that Trademark Collateral shall not include (i) any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law; provided, further, that the foregoing shall constitute Trademark Collateral immediately at such time as the condition causing such invalidation or unenforceability shall be remedied and, to the extent severable, any portion of the foregoing that does not result in any of the consequences specified in this clause (i) shall constitute Trademark Collateral, including any proceeds of the foregoing or (ii) any foreign Trademarks.

2. Security Agreement: Grant. For valuable consideration, subject to the MLB Rules and Regulations, Grantor hereby grants, assigns, and conveys to Secured Party, to secure the prompt and indefeasible payment and performance of all of the Secured Obligations, a security interest in all of the presently existing and hereafter acquired Trademark Collateral. This Agreement is a continuing and irrevocable agreement and all the rights, powers, privileges and remedies hereunder shall apply to any and all Secured Obligations, including those arising under successive transactions which shall either continue the Secured Obligations, increase or decrease them, or from time to time create new Secured Obligations after all or any prior Secured Obligations have been satisfied, and notwithstanding the bankruptcy of Grantor or any other Person or any other event or proceeding affecting any Person.

3. Further Assurances. Grantor irrevocably authorizes Secured Party at any time and from time to time to file in any relevant jurisdiction any initial financing statements and amendments thereto that contain information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment, including whether the Grantor is an organization, the type of organization and any organizational identification number issued to Grantor. Grantor agrees to provide such information to Secured Party promptly upon request. Subject to the MLB Rules and Regulations, Secured Party is further authorized to file with the USPTO (or any successor office) such documents as may be reasonably required for the purpose of perfecting, confirming, continuing, enforcing or protecting the Liens granted by Grantor hereunder, without the signature of Grantor, and naming Grantor as debtor and Secured Party as secured party, provided that Secured Party agrees to provide Grantor and MLB Properties prompt written notice of any such filing. In addition to the foregoing, before and after the occurrence of any Event of Default, at Secured Party's reasonable request, Grantor shall execute all such further instruments and documents, and shall do all such further acts and things, as may be deemed necessary by Secured Party (in the exercise of its reasonable discretion) to create and perfect, and to continue and preserve, an indefeasible

security interest in the Trademark Collateral in favor of Secured Party, or the priority thereof; provided the foregoing are subject to the MLB Rules and Regulations.

4. Representations, Warranties and Covenants. Grantor represents, warrants and agrees that:

(a) To Grantor's best knowledge, all of the existing Trademarks material to Grantor's business and operations are valid, subsisting and enforceable, and, subject to the MLB Rules and Regulations, Grantor owns the sole, full, and marketable title to all of the existing Trademark Collateral material to Grantor's business and operations, and the right and power to grant the security interests granted hereunder. Subject to the MLB Rules and Regulations, Grantor shall, at its expense, perform all acts and execute all documents necessary to maintain the existence of the Trademark Collateral as valid, subsisting, and registered trademarks, including the filing of any renewal affidavits and applications; provided that Grantor may abandon Trademarks in its reasonable business judgment. The Trademark Collateral is not subject to any Liens, claims, assignments or licenses of any nature whatsoever, whether recorded or unrecorded, except as provided in favor of Secured Party or as otherwise permitted pursuant to the Credit Agreement;

(b) As of the date hereof, to the best knowledge of Grantor, Grantor has no Trademarks material to its business and operations registered, or subject to pending applications, in the USPTO or in any similar office or agency in Canada other than those described in Schedule 1 attached hereto;

(c) Except disclosed to Lender in writing, to the best of Grantor's knowledge there are no actions, suits, proceedings or investigations pending or threatened in writing against Grantor before any Governmental Authority which could reasonably be expected to cause a material portion of the Trademark Collateral to be adjudged invalid or unenforceable, in whole or in part;

(d) Subject to the MLB Rules and Regulations, Grantor shall not file any application for the registration of a trademark material to Grantor's business and operations with the USPTO or any similar office or agency in the United States of America, or any state therein, unless Grantor promptly thereafter notifies Secured Party of such action, which notice requirement may be satisfied by Grantor (or MLB Properties) providing Secured Party an annual update of Schedule 1 hereto on or before each annual anniversary date of this Agreement;

(e) Subject to the MLB Rules and Regulations, Grantor will not do any act, or omit to do any act, whereby any Trademark material to Grantor's business and operations may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable unless Grantor, in its commercially reasonable judgment, determines otherwise that such act or omission to act is consistent with good business practice;

(f) Grantor shall notify Secured Party promptly if it knows of any reason why any applicable registration or recording of any Trademark material to Grantor's business and operations may become abandoned, canceled, invalidated, or unenforceable;

(g) Subject to the MLB Rules and Regulations, Grantor will render any reasonable assistance to Secured Party in any proceeding before the USPTO to maintain any material Trademark and to protect Secured Party's security interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings;

(h) Grantor will promptly notify Secured Party if Grantor learns of any material and adverse use by any Person of any term or design likely to cause confusion with any material Trademarks, or of any material and adverse use by any Person of any other process or product which infringes upon any material Trademarks, and if reasonably requested by Secured Party, Grantor, at its reasonable expense, shall, subject to the MLB Rules and Regulations, join with Secured Party in such action as Secured Party in Secured Party's reasonable discretion, may deem reasonably advisable for the protection of Secured Party's interest in and to material Trademarks;

(i) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds the Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Grantor (or any Affiliate or Subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, or advertisement of any such product by Grantor or any Affiliate thereof;

(j) Grantor shall promptly notify Secured Party in writing of any material adverse determination of which it has knowledge in any proceeding in the USPTO or any other domestic Governmental Authority, court or body, regarding Grantor's claim of ownership in any of the Trademarks, and in the event of any material infringement of any material Trademark owned by Grantor by a third party, Grantor shall promptly notify Secured Party of such material infringement and, subject to the MLB Rules and Regulations, sue for and diligently pursue damages for such material infringement unless Grantor, in its commercially reasonable judgment, has reasonably decided it is not consistent with good business practice to pursue such damages. If Grantor shall fail to take such action within one (1) month after such notice is given to Secured Party, Secured Party may, but shall not be required to and, in any event, subject to the MLB Rules and Regulations, itself take such action in the name of Grantor, and Grantor hereby appoints Secured Party the true and lawful attorney of Grantor, for it and in its name, place and stead, on behalf of Grantor, to commence judicial proceedings in any court or before any other tribunal to enjoin and recover damages for such material infringement, any such damages due to Grantor, net of costs and reasonable attorneys' fees, to be applied to the Secured Obligations;

(k) Grantor will maintain, with responsible insurance companies, insurance covering the Trademark Collateral against such insurable losses as is required by the Credit Agreement and as is consistent with sound business practice, and will cause Secured Party to be designated as an additional insured arising out of Grantor's operations on both Commercial General Liability and Umbrella/Excess Liability policies and loss payee on Grantor's property policy as their interests may appear. Grantor will provide Secured Party with at least 10 days' prior written notice should such insurance be cancelled or terminated and will furnish certificates to Secured Party promptly upon reasonable request therefor, and

(l) Secured Party may, in its sole discretion, pay any amount, or do any act which Grantor fails to pay or do as required hereunder. Grantor will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Grantor, shall be payable on demand, together with interest at the default rate of interest set forth in the Line of Credit Note, and shall be part of the Secured Obligations.

For the avoidance of doubt, any representation or warranty contained in this Section 4 that is based upon Grantor's "knowledge" or "best knowledge" or any similar phrase shall not be deemed to include the knowledge of any MLB Entity.

5. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement), Grantor shall retain the ownership of (including the right to receive and retain revenue generated by the use and/or licensing of), and the right to use, the Trademark Collateral in the ordinary course of Grantor's business.

6. Events of Default. Any "Event of Default" as defined in the Credit Agreement shall constitute an Event of Default hereunder.

7. Rights and Remedies. Upon the occurrence and during the continuance of an Event of Default, in addition to all other rights and remedies of Secured Party, whether provided under Law, the Credit Agreement or otherwise but subject to Section 11(l) and the restrictions contained in the MLB Rules and Regulations, Secured Party shall have the following rights and remedies, which may be exercised without notice to, or consent by, Grantor, except as such notice or consent is expressly provided for hereunder or as may be required by applicable law:

(a) Secured Party may use any of the Trademarks for the sale of goods, completion of work in process, or rendering of services in connection with enforcing any security interest granted to Secured Party by Grantor.

(b) Secured Party may grant such license or licenses relating to the Trademark Collateral for such term or terms, on such conditions and in such manner, as Secured Party shall, in its sole discretion, deem appropriate. Such license or licenses may be general, special, or otherwise, and, subject to the rights of any other then existing licensee, may be granted on an exclusive or nonexclusive basis throughout all or part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell, or otherwise dispose of the Trademark Collateral, or any part thereof, either with or without special conditions or stipulations. The requirement of sending notice conclusively shall be met if such notice is mailed, first class mail, postage prepaid, to Grantor in accordance with the notice provisions of the Credit Agreement. Grantor expressly waives any right to receive notice of any public or private sale of any Trademark Collateral or other security for the Secured Obligations. Secured Party shall have the power to buy the Trademark Collateral, or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Trademark Collateral pursuant to Section 7(c) hereof, Secured Party may, at any time, execute and deliver, on behalf of Grantor pursuant to the authority granted in powers of attorney, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Grantor agrees to pay Secured Party, on demand, all costs incurred in any such transfer of the Trademark Collateral, including any taxes, fees, and reasonable attorneys' fees.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Trademark Collateral first to the reasonable costs and expenses thereof, including reasonable attorneys' fees and all other reasonable expenses which may be incurred by Secured Party in connection with the enforcement of the Secured Obligations. Thereafter, Secured Party may apply any remaining proceeds to such of the Secured Obligations as provided in the Credit Agreement. Grantor shall remain liable to Secured Party for any expenses or Secured Obligations remaining unpaid after the application of such proceeds, and Grantor will pay Secured Party, on demand, any such unpaid amount, together with interest at the default rate of interest provided in the Line of Credit Note.

(f) If any such license, assignment, sale, or other disposition of the Trademark Collateral (or any part thereof) is made after the occurrence of an Event of Default, Grantor shall supply to Secured Party, or Secured Party's designee, Grantor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Grantor's customer lists and other records relating to the Trademarks and the distribution hereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under Law, the Credit Agreement, this Agreement, or otherwise, shall be cumulative, and none is exclusive of any right or remedy otherwise provided herein or in any of the other Loan Documents, at Law or in equity. Such rights and remedies may be enforced alternatively, successively, or concurrently.

For the avoidance of doubt, pursuant to the MLB Rules and Regulations, no Trademark Collateral may be used, licensed or sublicensed by or transferred to Secured Party, and Secured Party may not use, license or sublicense any of the Trademark Collateral, unless the Franchise (or management thereof) has been transferred in accordance with the MLB Rules and Regulations.

8. Waivers.

(a) Secured Party shall not be required to marshal any present or future security for (including, but not limited to, this Agreement and the Trademark Collateral subject to a security interest hereunder), or guaranties of, the Secured Obligations or any of them, or to resort to such security or guaranties in any particular order. Grantor hereby agrees that it will not invoke any Law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or any other instrument evidencing any of the Secured Obligations or by which any of such Secured Obligations is secured or guaranteed, and Grantor hereby irrevocably waives the benefits of all such Laws.

(b) Secured Party shall have no duty as to the protection of the Trademark Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto except as otherwise required by Law. Secured Party may exercise its rights with respect to the Trademark Collateral without resorting or regard to other collateral or sources of reimbursement for liability.

9. Attorney-in-Fact. Grantor hereby irrevocably nominates and appoints Secured Party as its attorney-in-fact for the following purposes, subject in each instance, to the terms and conditions of the MLB Rules and Regulations and Section 11(l): (a) to do all acts and things which Secured Party may deem necessary (in the exercise of its reasonable discretion) to perfect and continue perfected the security interests created by this Agreement and, upon the occurrence and during the continuance of an Event of Default, to preserve, process, develop, maintain and protect the Trademark Collateral; (b) upon the occurrence and during the continuance of an Event of Default, to do any and every act which Grantor is obligated to do under this Agreement, at the expense of Grantor and without any obligation to do so; (c) upon Grantor's failure to do so within five (5) days after request therefor by Secured Party, to prepare, sign, file and/or record, for Grantor, in the name of Grantor, any financing statement, application for registration, or like paper, and to take any other action reasonably deemed by Secured Party necessary in order to perfect or maintain perfected the security interests granted hereby; and (d) upon the occurrence and during the continuance of an Event of Default, to execute any and all papers and instruments and do all other things necessary to preserve and protect the Trademark Collateral and to protect Secured Party's security interests therein; provided, however, that Secured Party shall be under no obligation whatsoever to take any of the foregoing actions, and if Secured Party so acts, it shall have no liability or responsibility for any such action taken with respect thereto; provided, further that the foregoing power of attorney shall terminate upon payment in full of all Obligations and termination of the Line of Credit.

10. Costs and Expenses. Subject to the reimbursement of expense provisions of the Credit Agreement, Grantor agrees to pay to Secured Party, within two (2) Business Days after receipt or demand therefor, all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred by Secured Party in the enforcement or attempted enforcement of this Agreement, whether or not an action is filed in connection therewith, and in connection with any waiver or amendment of any term or provision hereof. All advances, charges, costs and expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Secured Party in exercising any right, privilege, power or remedy conferred by this Agreement (including, without limitation, the right to perform any obligation of Grantor under the Loan Documents), or in the enforcement or attempted enforcement thereof, shall be secured hereby and shall become a part of the Secured Obligations and shall be paid to Secured Party by Grantor, immediately upon demand, together with interest thereon at the rate(s) provided for under the Line of Credit Note.

11. Miscellaneous.

(a) Grantor and Secured Party may from time to time agree in writing to the release of certain of the Trademark Collateral from the security interest created hereby.

(b) **This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the Laws of the United States, and, to the extent that the Laws of the United States are not applicable, by the Laws of the State of Washington.**

(c) Any notice, request, demand or other communication required or permitted under this Agreement shall be in writing and shall be deemed to be properly given if done in accordance with Section 8.2 of the Credit Agreement. Notices to MLB Properties, shall be sent to the following address:

Major League Baseball Properties, Inc.
245 Park Avenue
New York, New York 10167
Attention: General Counsel

(d) Except as otherwise set forth in the Credit Agreement, the provisions of this Agreement may not be modified, amended, restated or supplemented, whether or not the modification, amendment, restatement or supplement is supported by new consideration, except by a written instrument duly executed and delivered by Secured Party and Grantor and, in any event, only upon obtaining all necessary MLB Approvals with respect thereto in advance.

(e) Except as otherwise set forth in the Credit Agreement or this Agreement, any waiver of the terms and conditions of this Agreement, or any Event of Default and its consequences hereunder or thereunder, and any consent or approval required or permitted by this Agreement to be given, may be made or given with, but only with, the written consent of Secured Party on such terms and conditions as specified in the written instrument granting such waiver, consent or approval.

(f) Any failure or delay by Secured Party to require strict performance by Grantor of any of the provisions, warranties, terms, and conditions contained herein, or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein, or in any other Loan Document, shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Grantors, specifying such waiver.

(g) Other Agreements. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other security or other agreement executed by Grantor or in connection with the Secured Obligations, but each and every term and condition hereof shall be in addition thereto. All provisions contained in the Credit Agreement or any other Loan Document that apply to Loan Documents generally are fully applicable to this Agreement and are incorporated herein by this reference as though set forth herein in full.

(h) Continuing Effect. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation

or reorganization, should any Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be; if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by Secured Party, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same agreement.

(j) Additional Powers and Authorization. Notwithstanding anything contained herein to the contrary (other than Section 11(j)), the Secured Party may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Trademark Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment.

(k) Waiver of Jury Trial; Arbitration. As set forth in the Credit Agreement, Grantor and Secured Party have expressly waived their respective rights to a trial by jury pursuant to Section 8.14 of the Credit Agreement.

(l) MLB Requirements. It is understood and acknowledged that Grantor's rights and obligations with respect to its Trademark Collateral are subject to the MLB Rules and Regulations, and that Grantor's obligations and Secured Party's rights hereunder are subject to the terms of the MLB Rules and Regulations. Notwithstanding anything herein to the contrary, (i) the parties hereto hereby acknowledge and agree that (a) this Agreement is subject to the terms of Section 7.3 and Section 8.16 of the Credit Agreement, the terms of which are incorporated by reference herein, as if set forth in their entirety herein, and (b) MLB shall be entitled to enforce the provisions of this Section 11(l) directly against any party hereto (or their successors and permitted assigns), (ii) Secured Party may not foreclose upon any Collateral related to the Franchise (including the Trademark Collateral) unless it is also foreclosing on, or has foreclosed on, the Franchise and (iii) Secured Party may not sell, transfer or otherwise dispose of any Collateral related to the Franchise (including the Trademark Collateral) to any Person, other than any Person that owns or is acquiring the Franchise.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[signature page follows]

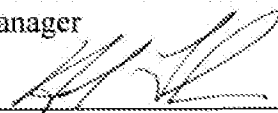
IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

“Grantor”

THE BASEBALL CLUB OF SEATTLE, LLLP
a Washington limited partnership

By: Mariners Baseball LLC
Its: General Partner

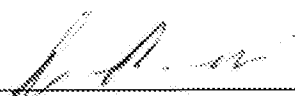
By: Baseball of Seattle, Inc.
Its: Manager

By: 
Name: Howard C. Lincoln
Title: Chairman and Chief Executive Officer

ACCEPTED AND AGREED
AS OF THE DATE FIRST
ABOVE WRITTEN:

“Secured Party”

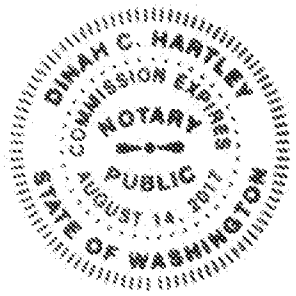
KEYBANK NATIONAL ASSOCIATION

By: 
Name: Jason R. Gill
Title: Vice President

STATE OF WASHINGTON)
COUNTY OF King) ss.

On this 17th day of December, 2013, before me, a Notary Public in and for the State of Washington, personally appeared HOWARD C. LINCOLN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Chairman and Chief Executive Officer of Baseball Club of Seattle, Inc., a Washington corporation, the Manager of Mariners Baseball LLC, a Washington limited liability company, the General Partner of The Baseball Club of Seattle, LLLP, a Washington limited liability limited partnership, to be the free and voluntary act and deed of said limited liability limited partnership for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Dinah Hartley
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle
My appointment expires 08-14-2017
Print Name Dinah Hartley

SCHEDULE 1
TRADEMARK REGISTRATIONS

TRADEMARK	JURISDICTION	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
SEATTLE and Design	United States	4,001,316	July 26, 2011	The Baseball Club of Seattle, L.P.	REGISTERED
MOJO RISIN' and Design	United States	3,611,109	April 28, 2009	The Baseball Club of Seattle, L.P.	REGISTERED
MARINEROS and Design	United States	3,925,899	March 1, 2011	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	United States	3,406,850	April 1, 2008	The Baseball Club of Seattle, L.P.	REGISTERED
S and Design	United States	3,486,280	August 12, 2008	The Baseball Club of Seattle, L.P.	REGISTERED
Baseball and Compass Design	United States	2,809,130	January 27, 2004	The Baseball Club of Seattle, L.P.	REGISTERED
S and Design	United States	2,809,131	January 27, 2004	The Baseball Club of Seattle, L.P.	REGISTERED
Baseball and Compass Design	United States	2,552,382	March 26, 2002	The Baseball Club of Seattle, L.P.	REGISTERED
Baseball and Compass Design	United States	2,546,837	March 12, 2002	The Baseball Club of Seattle, L.P.	REGISTERED
S and Design	United States	2,573,322	May 28, 2002	The Baseball Club of Seattle, L.P.	REGISTERED
SODO MOJO and Design	United States	3,107,146	June 20, 2006	The Baseball Club of Seattle, L.P.	REGISTERED
SODO MOJO	United States	3,107,147	June 20, 2006	The Baseball Club of Seattle, L.P.	REGISTERED
Baseball and Compass Design	United States	2,506,238	November 13, 2001	The Baseball Club of Seattle, L.P.	REGISTERED
S and Design	United States	2,007,273	October 8, 1996	The Baseball Club of Seattle, L.P.	REGISTERED

TRADEMARK	JURISDICTION	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
S and Design	United States	2,012,889	October 29, 1996	The Baseball Club of Seattle, L.P.	REGISTERED
Baseball and Compass Design	United States	1,865,313	November 29, 1994	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	United States	2,109,321	October 28, 1997	The Baseball Club of Seattle, L.P.	REGISTERED
MARINERS and Design	United States	2,672,380	January 7, 2003	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	United States	1,879,043	February 14, 1995	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE and Design	United States	1,876,695	January 31, 1995	The Baseball Club of Seattle, L.P.	REGISTERED
Moose Design	United States	1,683,295	April 14, 1992	The Baseball Club of Seattle, L.P.	REGISTERED
S	United States	1,579,124	January 23, 1990	The Baseball Club of Seattle, L.P.	REGISTERED
M Design	United States	1,561,065	October 17, 1989	The Baseball Club of Seattle, L.P.	REGISTERED
MARINERS (Stylized)	United States	1,539,310	May 16, 1989	The Baseball Club of Seattle, L.P.	REGISTERED
M'S and Design	United States	1,545,202	June 27, 1989	The Baseball Club of Seattle, L.P.	REGISTERED
MARINERS (Stylized)	United States	1,618,846	October 23, 1990	The Baseball Club of Seattle, L.P.	REGISTERED
M Design	United States	1,284,387	July 3, 1984	The Baseball Club of Seattle, L.P.	REGISTERED
M Design	United States	1,249,028	August 23, 1983	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	United States	1,163,136	July 28, 1981	The Baseball Club of Seattle, L.P.	REGISTERED
M and Design	United States	1,163,135	July 28, 1981	The Baseball Club of Seattle, L.P.	REGISTERED

TRADEMARK	JURISDICTION	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
SEATTLE MARINERS	United States	1,066,950	May 31, 1977	The Baseball Club of Seattle, L.P.	REGISTERED
MARINERS	United States	1,066,949	May 31, 1977	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS	United States	1,082,614	January 17, 1978	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS	United States	1,118,821	May 22, 1979	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE and Design	Washington	54129	July 30, 2010	The Baseball Club of Seattle, L.P.	REGISTERED
SODO MOJO	Washington	29893	July 23, 2001	The Baseball Club of Seattle, L.P.	REGISTERED
SODO MOJO	Washington	29836	July 12, 2001	The Baseball Club of Seattle, L.P.	REGISTERED
WATER WARRIORS in Japanese characters	Washington	29837	July 12, 2001	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	Washington	29152	October 11, 2000	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	Washington	29153	October 11, 2000	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	Washington	29154	October 11, 2000	The Baseball Club of Seattle, L.P.	REGISTERED
M	Washington	11034	January 15, 1979	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	Canada	TMA692392	July 19, 2007	The Baseball Club of Seattle, L.P.	REGISTERED
SEATTLE MARINERS and Design	Canada	TMA476787	May 26, 1997	The Baseball Club of Seattle, L.P.	REGISTERED
S and Design	Canada	TMA455764	March 22, 1996	The Baseball Club of Seattle, L.P.	REGISTERED

TRADEMARK	JURISDICTION	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
M and Design	Canada	TMA337246	February 19, 1988	The Baseball Club of Seattle, L.P.	REGISTERED
MARINERS and Design	Canada	TMA337247	February 19, 1988	The Baseball Club of Seattle, L.P.	REGISTERED
MARINERS and Design	Canada	TMA337248	February 19, 1988	The Baseball Club of Seattle, L.P.	REGISTERED
SAFE AT HOME	United States	75/503634	June 17, 1998	The Baseball Club of Seattle, L.P.	ABANDONED
VIVA LA MOJO	United States	78/296202	September 4, 2003	The Baseball Club of Seattle, L.P.	ABANDONED
VIVA LA MOJO	United States	78/269584	July 2, 2003	The Baseball Club of Seattle, L.P.	ABANDONED
VIVA LA MOJO	United States	78/269590	July 2, 2003	The Baseball Club of Seattle, L.P.	ABANDONED
FIELD OF LIGHTS	United States	78/194522	December 13, 2002	The Baseball Club of Seattle, L.P.	ABANDONED
FIELD OF LIGHTS	United States	78/194524	December 13, 2002	The Baseball Club of Seattle, L.P.	ABANDONED
FIELD OF LIGHTS and Design	United States	78/194525	December 13, 2002	Baseball Club of Seattle, LP	ABANDONED
FIELD OF LIGHTS and Design	United States	78/194526	December 13, 2002	Baseball Club of Seattle, LP	ABANDONED
SODO MOJO	United States	76/184002	December 20, 2000	The Baseball Club of Seattle, L.P.	ABANDONED
SODO MOJO	United States	2,622,120	September 17, 2002	The Baseball Club of Seattle, L.P.	CANCELLED
SODO MOJO	United States	2,622,121	September 17, 2002	The Baseball Club of Seattle, L.P.	CANCELLED
SODO MOJO	United States	76/184004	December 20, 2000	The Baseball Club of Seattle, L.P.	ABANDONED
SODO MOJO	United States	76/184005	December 20, 2000	The Baseball Club of Seattle, L.P.	ABANDONED

TRADEMARK	JURISDICTION	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
SODO MOJO	United States	76/184007	December 20, 2000	The Baseball Club of Seattle, L.P.	ABANDONED
SODO MOJO and Design	United States	76/184008	December 20, 2000	The Baseball Club of Seattle, L.P.	ABANDONED
SODO MOJO and Design	United States	76/184009	December 20, 2000	The Baseball Club of Seattle, L.P.	ABANDONED
SODO MOJO and Design	United States	76/184010	December 20, 2000	The Baseball Club of Seattle, L.P.	ABANDONED
SODO MOJO and Design	United States	76/184011	December 20, 2000	The Baseball Club of Seattle, L.P.	ABANDONED
SAFE AT HOME	United States	75/503624	June 17, 1998	The Baseball Club of Seattle, L.P.	ABANDONED
SAFE AT HOME	United States	75/503631	June 17, 1998	The Baseball Club of Seattle, L.P.	ABANDONED
SAFE AT HOME	United States	75/503632	June 17, 1998	The Baseball Club of Seattle, L.P.	ABANDONED
SAFE AT HOME	United States	75/503633	June 17, 1998	The Baseball Club of Seattle, L.P.	ABANDONED
SAFE AT HOME	United States	75/504105	June 17, 1998	The Baseball Club of Seattle, L.P.	ABANDONED
SAFE AT HOME	United States	75/504106	June 17, 1998	The Baseball Club of Seattle, L.P.	ABANDONED
HOME TOWN FANS	United States	75/370953	October 9, 1997	The Baseball Club of Seattle, L.P.	ABANDONED
HOME TOWN FANS	United States	75/370954	October 9, 1997	The Baseball Club of Seattle, L.P.	ABANDONED
HOME TOWN FANS	United States	75/370955	October 9, 1997	The Baseball Club of Seattle, L.P.	ABANDONED
HOME TOWN FANS	United States	75/370956	October 9, 1997	The Baseball Club of Seattle, L.P.	ABANDONED
HOME TOWN FANS	United States	75/370957	October 9, 1997	The Baseball Club of Seattle, L.P.	ABANDONED

TRADEMARK	JURISDICTION	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
MY OH MY	United States	75/028338	December 6, 1995	The Baseball Club of Seattle, L.P.	ABANDONED
JUNIOR MARINERS and Design	United States	1,882,590	March 7, 1995	The Baseball Club of Seattle, L.P.	CANCELLED
JUNIOR MARINERS CLUB	United States	1,883,549	March 14, 1995	The Baseball Club of Seattle, L.P.	CANCELLED
S and Design	United States	74/376945	April 8, 1993	The Baseball Club of Seattle, L.P.	ABANDONED
M's ON DECK CIRCLE and Design	United States	74/124157	December 17, 1990	The Baseball Club of Seattle, L.P.	ABANDONED
M's ON DECK CIRCLE and Design	United States	1,672,234	January 14, 1992	The Baseball Club of Seattle, L.P.	CANCELLED
M'S THE NORTHWEST TEAM and Design	United States	1,654,541	August 20, 1991	The Baseball Club of Seattle, L.P.	CANCELLED
LEFEBVRE BELEBVRE	United States	1,571,881	December 19, 1989	The Baseball Club of Seattle, L.P.	CANCELLED
LEFEBVRE'S BELEBVRES	United States	1,571,351	December 12, 1989	The Baseball Club of Seattle, L.P.	CANCELLED
S and Design	United States	1,520,806	January 17, 1989	The Baseball Club of Seattle, L.P.	CANCELLED
M's and Design	United States	1,535,328	April 18, 1989	The Baseball Club of Seattle, L.P.	CANCELLED
SEATTLE MARINERS BASEBALL CLUB and Design	United States	1,525,510	February 21, 1989	The Baseball Club of Seattle, L.P.	CANCELLED
MARINERS and Design	United States	1,621,124	November 6, 1990	The Baseball Club of Seattle, L.P.	CANCELLED
SEATTLE MARINERS BASEBALL CLUB and Design	United States	1,562,225	October 24, 1989	The Baseball Club of Seattle, L.P.	CANCELLED

TRADEMARK	JURISDICTION	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
S and Design	United States	1,586,847	March 13, 1990	The Baseball Club of Seattle, L.P.	CANCELLED
SEATTLE MARINERS and Design	United States	1,281,560	June 12, 1984	The Baseball Club of Seattle, L.P.	CANCELLED
SEATTLE MARINERS and Design	United States	1,285,287	July 10, 1984	Seattle Baseball L.P.	CANCELLED
SEATTLE MARINERS and Design	United States	1,294,610	September 11, 1984	Seattle Baseball L.P.	CANCELLED
MARINERS and Design	United States	1,294,266	September 11, 1984	The Baseball Club of Seattle, L.P.	CANCELLED
SEATTLE MARINERS and Design	United States	1,291,067	August 21, 1984	Seattle Baseball L.P.	CANCELLED
M and Design	United States	1,283,328	June 26, 1984	Seattle Baseball L.P.	CANCELLED
M and Design	United States	1,287,120	July 24, 1984	Seattle Baseball L.P.	CANCELLED
M and Design	United States	1,289,994	August 14, 1984	Seattle Baseball L.P.	CANCELLED
M and Design	United States	1,290,072	August 14, 1984	Seattle Baseball L.P.	CANCELLED
M and Design	United States	1,290,098	August 14, 1984	Seattle Baseball L.P.	CANCELLED
M and Design	United States	1,292,640	September 4, 1984	Seattle Baseball L.P.	CANCELLED
ON DECK and Design	United States	1,263,591	January 10, 1984	The Baseball Club of Seattle, L.P.	CANCELLED
M and Design	United States	1,290,270	August 14, 1984	Seattle Baseball L.P.	CANCELLED
SEATTLE MARINERS and Design	United States	1,249,027	August 23, 1983	The Baseball Club of Seattle, L.P.	CANCELLED
M and Design	United States	1,249,877	August 30, 1983	The Baseball Club of Seattle, L.P.	CANCELLED
SEATTLE MARINERS and Design	United States	1,248,399	August 16, 1983	The Baseball Club of Seattle, L.P.	CANCELLED
SEATTLE MARINERS and Design	United States	1,127,185	December 4, 1979	Seattle Mariners	CANCELLED

TRADEMARK	JURISDICTION	APP. NO. OR REG. NO.	FILING DATE OR REG. DATE	OWNER	STATUS
SEATTLE MARINERS and Design	United States	1,082,613	January 17, 1978	Seattle Mariners	CANCELLED
MARINERS	United States	1,094,527	June 27, 1978	Seattle Mariners	CANCELLED
MARINERS	United States	1,094,542	June 27, 1978	Seattle Mariners	CANCELLED
SEATTLE MARINERS and Design	United States	1,077,936	November 22, 1977	Seattle Mariners	CANCELLED
SEATTLE MARINERS and Design	South Carolina	N/A	October 17, 1994	The Baseball Club of Seattle, L.P.	EXPIRED
M's and Design	Canada	64842100	December 20, 1989	The Baseball Club of Seattle, L.P.	ABANDONED