

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Detroit Tigers, Inc.		07/02/2014	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Comerica Bank, as Agent		
Street Address:	39200 Six Mile Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Serial Number:	85696411	D	
Serial Number:	85696400	D	
Serial Number:	85696396	D	
Registration Number:	3950214	DETROIT	
Registration Number:	3345553	D	
Registration Number:	3341381	D	
Registration Number:	3562538	D	
Registration Number:	3748117	LAKELAND FLYING TIGERS	
Registration Number:	3480300	LAKELAND FLYING TIGERS	
Registration Number:	3480285	LAKELAND FLYING TIGERS	
Registration Number:	2593883	D	
Registration Number:	2575838	D	
Registration Number:	2536080	D	
Registration Number:	1764610		
Registration Number:	1706648	TIGERS	
Registration Number:	2001049	TIGERS CARE	
Registration Number:	2182612		
Registration Number:	1983453	D	
Registration Number:	1218465	D	
Registration Number:	1021470	DETROIT TIGERS	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	1595058	D
Registration Number:	1564159	DETROIT
Registration Number:	1595278	D
Registration Number:	1594853	D
Registration Number:	1542579	D
Registration Number:	1480101	DETROIT TIGERS
Registration Number:	1015996	DETROIT TIGERS

CORRESPONDENCE DATA

Fax Number: 7349302494

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 734-930-0121

Email: asujek@bodmanlaw.com

Correspondent Name: Angela Alvarez Sujek - Bodman PLC

Address Line 1: 201 South Division, Suite 400

Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
SIGNATURE:	/Angela Alvarez Sujek/
DATE SIGNED:	08/05/2014

Total Attachments: 7

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AMENDED AND RESTATED AGREEMENT

(Trademark)

THIS AMENDED AND RESTATED AGREEMENT (TRADEMARK) (this "Agreement"), dated as of July 2, 2014 between the undersigned (the "Debtor") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement dated as of July 2, 2014 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Debtor and Tiger Ballpark, L.L.C. ("TBL"), (each, individually a "Borrower," and collectively "the Borrowers"), the financial institutions from time to time signatory thereto (individually a "Lender", and any and all such financial institutions collectively the "Lenders") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of July 2, 2014, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, subject to the MLB Rules and Regulations, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the Debtor is a licensor or a

licensee under any such license agreement (other than any present or future license agreements entered into by, or on behalf of, the BOC, any other MLB Entity, or the Major League Baseball Clubs acting collectively, including, without limitation, such license agreements entered into pursuant to the MLB Governing Documents), including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, now owned or hereafter acquired by the Debtor, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the Debtor's right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all of the Debtor's rights corresponding thereto and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging

the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 10.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

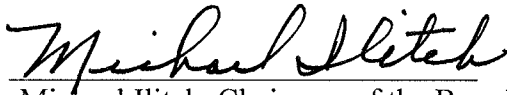
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Amendment and Restatement. This Agreement amends and restates in its entirety the Trademark Security Agreement dated as of August 13, 2010, by the Debtor in favor as Sumitomi Mitsui Banking Corporation, as collateral agent which has been assigned to Secured Party pursuant to that certain Assignment of Credit Agreement, Security Agreement and Other Loan Documents dated as of July 2, 2014, by and between Sumitomi Mitsui Banking Corporation and Secured Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

DETROIT TIGERS, INC.

By: 
Michael Ilitch, Chairman of the Board of
Directors

SECURED PARTY:

COMERICA BANK, as Agent

By: Heather A. Whiting
Name: Heather A. Whiting
Title: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. Trademarks

Trademark	Reg. No. / (Ser. No.)	Reg. Date / (App. Date)	Class	Goods and Services
D and design	(85,696,411)	(8/6/2012)	41	Entertainment Services
D and design	(85,696,400)	(8/6/2012)	28	Toys and Sporting Goods
D and design	(85,696,396)	(8/6/2012)	25	Clothing
Detroit (stylized letters)	3,950,214	4/26/2011	25	Clothing
D (stylized letters)	3,345,553	11/27/2007	28	Toys and Sporting Goods
D (stylized letters)	3,341,381	11/20/2007	9	Electronic and scientific apparatus
D (stylized letters)	3,562,538	1/13/2009	18	Athletic Bags
Lakeland Flying Tigers and design	3,748,117	2/16/2010	25	Clothing
Lakeland Flying Tigers and design	3,480,300	8/5/2008	16	Paper Goods and Printed Matter
Lakeland Flying Tigers	3,480,285	8/5/2008	41	Entertainment Services
D (stylized letters)	2,593,883	7/16/2002	41	Entertainment Services
D (stylized letters)	2,575,838	6/4/2002	16	Paper Goods and Printed Matter
D (stylized letters)	2,536,080	2/5/2002	25	Clothing
Design only	1,764,610	4/13/1993	25	Clothing
TIGERS	1,706,648	8/11/1992	16,25	Paper Goods and Printed Matter, Clothing
TIGERS CARE	2,001,049	9/17/2006	16	Paper Goods and Printed Matter
Design only	2,182,612	8/18/1998	41	Entertainment Services
D and design	1,983,453	7/2/1996	6,14,16, 18,21,2 5,28,41	Metal Key Tags, Jewelry, Paper Goods and Printed Matter, Athletic Bags, Mugs, Clothing, Toys and Sporting Goods, Entertainment Services
D (stylized letters)	1,218,465	11/30/1982	25	Baseball Caps
Detroit Tigers and design	1,021,470	9/30/1975	16,25	Trading Cards, T-Shirts, Sweatshirts
D and design	1,595,058	5/8/1990	9,14	Electrical Equipment, Novelty Items
Detroit (stylized letters)	1,564,159	11/7/1989	25	Clothing
D (stylized letters)	1,595,278	5/8/1990	25	Clothing
D (stylized letters)	1,594,853	5/8/1990	6,14,28	Novelty Items, Jewelry, Toys and Sporting Goods

D (stylized letters)	1,542,579	6/6/1989	21	Aluminum Containers and Beverage Containers
Detroit Tigers (typed drawing)	1,480,101	3/8/1988	41	Entertainment Services
Detroit Tigers and design	1,015,996	7/15/1975	41	Entertainment Services

State Trademarks

Trademark	Reg. No. / (Ser. No.)	Reg. Date / (App. Date)	Class	Goods and Services
Tiger Design	M05269	7/7/2005	39	Clothing
D (stylized letters)	M05124	7/6/2005	39	Clothing
D (stylized letters)	M05162	7/6/2005	39	Clothing
D (stylized letters)	M05174	7/7/2005	39	Clothing
D (stylized letters)	M05200	7/7/2005	39	Clothing
D (stylized letters)	M05124	7/6/2005	39	Clothing
D (stylized letters)	M05210	7/7/2005	39	Clothing
Two Tigers Design	M05291	7/7/2005	39	Clothing
Detroit (stylized letters)	R30915	10/1/2006	25	T-shirts, jerseys, caps
D (stylized letters)	None Assigned	10/17/1994	25	Clothing

Canadian Trademarks

Trademark	Reg. No. / (Ser. No.)	Reg. Date / (App. Date)	Class	Goods and Services
Detroit Tigers and design	435,048	1/4/1994	1,2,3,4, 5,6,7,8, 9,10,11, 12	Clothing, Rugs, Towels, Shoes, Cups, Glassware, Jewelry, Paper Goods and Printed Matter
Tigers and design	None Assigned	2/16/2006	1,7	Clothing, Paper Goods and Printed Matter
D and design	700,614	2/16/2006	7,10,1,3	Paper Goods and Printed Matter, Novelty Items, Clothing, Jewelry, Baseball Caps, Entertainment Services
D and design	337,299	2/19/1988	1	Clothing and Entertainment Services
D and design	337,300	2/19/1988	1	Clothing and Entertainment Services
D and design	487,278	12/18/1997	1	Clothing and Entertainment Services