

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chicago Cubs Baseball Club, LLC		12/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Chicago Baseball Holdings, LLC		
Street Address:	1060 W. Addison Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60613		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86315248	WRIGLEY FIELD SMOKIES	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>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.</i>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	40869-004		
NAME OF SUBMITTER:	Jenifer deWolf Paine		
SIGNATURE:	/Jenifer deWolf Paine/		
DATE SIGNED:	12/15/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of December 1, 2014, by CHICAGO CUBS BASEBALL CLUB, LLC, a Delaware limited liability company (the "Pledgor"), in favor of CHICAGO BASEBALL HOLDINGS, LLC, a Delaware limited liability company (together with its successors and assigns, the "Secured Party").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security and Guarantee Agreement, dated as of October 27, 2009 (as heretofore amended and supplemented, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party;

WHEREAS, the Pledgor has notified the Secured Party that, on December 1, 2014, the Pledgor amended application number 86/315,248 with the United States Patent and Trademark Office to allege use in commerce the Trademark of the Pledgor listed on Schedule 1 attached hereto (the Trademark of Pledgor listed on Schedule 1, the "Specified Trademark"); and

WHEREAS, pursuant to Section 3.05(e) of the Security Agreement, the Pledgor is required, among other things, to execute and deliver this Trademark Security Agreement in order to evidence and perfect the Secured Party's security interest in the Specified Trademark.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security 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 Secured Obligations, the Pledgor hereby pledges and grants to the Secured Party, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Pledgor (collectively, the "Trademark Collateral");

- (a) the Specified Trademark;
- (b) all goodwill associated with the Specified Trademark; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Secured Party 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control. For the avoidance of doubt, the Pledgor acknowledges and agrees that this Trademark Security Agreement is not intended to replace, supersede, amend or otherwise affect, in any respect, that certain Trademark Security Agreement, dated as of October 27, 2009, by the Pledgor in

favor of the Secured Party (or any other trademark security agreement by the Pledgor in favor of the Secured Party), which shall remain in full force and effect and unaffected hereby.

SECTION 4. Termination. Section 6.13 of the Security Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 5. Consent to Assignment. Section 6.15 of the Security Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 6. MLB Rules. Section 6.16 of the Security Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW (OR ANY SUCCESSOR PROVISION THERETO))).

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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.

CHICAGO CUBS BASEBALL CLUB, LLC,
as Pledgor,

By: 
Name: Jonathan L. Greifenkamp
Title: Senior Vice President, Chief Financial Officer

Accepted and Agreed:

CHICAGO BASEBALL HOLDINGS, LLC,
as Secured Party

By: 
Name: Jonathan L. Greifenkamp
Title: Treasurer

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Application No. 86/315,248

WRIGLEY FIELD SMOKIES

EAST87067587.1

RECORDED: 12/15/2014

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