

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326416

| | | | |
|---|--|-----------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Chicago Baseball Holdings, LLC | | 12/01/2014 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank | | |
| Street Address: | 270 Park Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | National Association: UNITED STATES | | |
| 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: | 12/17/2014 | | |
| Total Attachments: 10 | | | |
| source=Assignment of Trademark Security Agreement#page1.tif | | | |
| source=Assignment of Trademark Security Agreement#page2.tif | | | |
| source=Assignment of Trademark Security Agreement#page3.tif | | | |
| source=Assignment of Trademark Security Agreement#page4.tif | | | |

CH \$40.00 86315248

source=Assignment of Trademark Security Agreement#page5.tif
source=Assignment of Trademark Security Agreement#page6.tif
source=Assignment of Trademark Security Agreement#page7.tif
source=Assignment of Trademark Security Agreement#page8.tif
source=Assignment of Trademark Security Agreement#page9.tif
source=Assignment of Trademark Security Agreement#page10.tif

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is executed as of December 1, 2014, by CHICAGO BASEBALL HOLDINGS, LLC, a Delaware limited liability company ("Assignor"), in favor of JPMORGAN CHASE BANK, N.A. ("JPMCB"), as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Capitalized terms used but not defined herein shall have the meanings ascribed to them pursuant to that certain 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"), among Assignor, the Guarantors (as defined therein) party thereto and the Collateral Agent.

1. Trademark Security Agreement. "Trademark Security Agreement" means that certain Trademark Security Agreement, dated as of the date hereof, by Chicago Cubs Baseball Club, LLC, a Delaware limited liability company, in favor of Assignor.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to the Collateral Agent all of Assignor's right, title, and interest in, to and under the Trademark Security Agreement, together with all moneys now owing or that may hereafter become due or owing pursuant thereto, and the full benefit of all the powers and of all the terms, covenants and provisions contained therein.

3. No Assumption. Assignor hereby agrees and acknowledges that neither the Collateral Agent nor any other Secured Party shall be deemed to have assumed any of the obligations or liabilities of Assignor under the Trademark Security Agreement by reason of this Assignment or otherwise (except to the extent, if any (and solely to such extent), expressly provided in the Trademark Security Agreement or otherwise as being necessary in order to satisfy any conditions set forth in the Trademark Security Agreement to the effectiveness of the assignment of rights and interests contemplated hereby), and further agrees to indemnify, protect and defend the Collateral Agent, each Secured Party and each of their respective Affiliates and the directors, officers, employees, managers, members, partners, agents, attorneys, representatives and advisors (each of the foregoing, an "Indemnitee") against, and to hold each such Person harmless from and with respect to, any actions, claims or demands by any other party thereunder, except to the extent determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted solely and directly from the gross negligence or willful misconduct of such Indemnitee.

4. Power and Authority. Assignor represents and warrants to the Collateral Agent that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of Assignor is fully empowered and authorized to do so.

5. Counterpart Execution. This Assignment may be executed in one or more counterparts, all of which taken together shall be considered one and the same instrument and each of which shall be deemed an original. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Assignment.


6. GOVERNING LAW. THIS ASSIGNMENT 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))).

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized officer as of the date first set forth above.

CHICAGO BASEBALL HOLDINGS, LLC,
as Assignor,

By: 
Name: Jonathan L. Greifenkamp
Title: Treasurer


[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT]

EAST087067623.1

TRADEMARK
REEL: 005421 FRAME: 0064

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent,

By: 
Name: Scott Milleisen
Title: Managing Director

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

EAST87067625.1

TRADEMARK
REEL: 005421 FRAME: 0065

Acknowledged and Agreed:

CHICAGO CUBS BASEBALL CLUB, LLC

By: 

Name: Jonathan L. Greifenkamp

Title: Senior Vice President, Chief Financial Officer

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

EASTW87067625.1

TRADEMARK
REEL: 005421 FRAME: 0066

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))).

[remainder of page intentionally left blank]

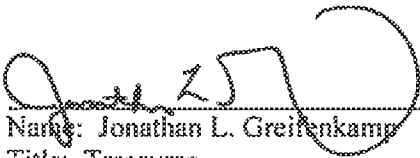
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

EAST\87067587.1