

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358995

| | | | |
|---|-------------------------------------|-----------------------|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tampa Bay Rays Baseball Ltd. | | 10/14/2015 | LIMITED PARTNERSHIP: FLORIDA |
| RECEIVING PARTY DATA | | | |
| Name: | JPMorgan Chase Bank, N.A. | | |
| Street Address: | IL1-0063, P.O. Box 6026 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60680-6026 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4320043 | BURST PASS | |
| Registration Number: | 4046421 | ORLANDO RAYS | |
| Registration Number: | 4045827 | | |
| Registration Number: | 4139419 | | |
| Registration Number: | 4139420 | | |
| 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: | Adam D. Siegartel | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | Eleven Times Square | | |
| Address Line 4: | New York, NEW YORK 10036-8299 | | |
| ATTORNEY DOCKET NUMBER: | 40869-001 | | |
| NAME OF SUBMITTER: | Adam D. Siegartel | | |
| SIGNATURE: | /Adam D. Siegartel/ | | |
| DATE SIGNED: | 10/16/2015 | | |

CH \$140.00 4320043

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement"), dated as of October 14, 2015, by Tampa Bay Rays Baseball Ltd., a Florida limited partnership (the "Pledgor"), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent for the Secured Parties pursuant to the Amended and Restated Credit Agreement dated as of the date hereof (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor is party to the Amended and Restated Guarantee and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented, waived, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent;

WHEREAS, the Pledgor has notified the Administrative Agent that the Pledgor owns the Trademarks listed on Schedule 1 attached hereto (the "Specified Trademarks"); and

WHEREAS, pursuant to Section 4.05(e) of the Guarantee and Collateral Agreement, the Pledgor is required, among other things, to execute and deliver this Trademark Security Agreement in order to evidence and perfect the Administrative Agent's security interest in the Specified Trademarks.

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 Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral 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 Obligations, the Pledgor hereby pledges and grants to the Administrative Agent for the ratable benefit of the Secured Parties 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 Trademarks;
- (b) all goodwill associated with the Specified Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement, and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral 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 June 30, 2011, by the Pledgor in favor of the Administrative Agent (or any other trademark security agreement entered into by the Pledgor in favor of the Administrative Agent), which shall remain in full force and effect and unaffected hereby.

SECTION 4. Termination. Section 7.13 of the Guarantee and Collateral Agreement is hereby incorporated by reference herein as if fully set forth herein.

SECTION 5. Major League Baseball Requirements. Section 7.16 of the Guarantee and Collateral Agreement is hereby incorporated by reference herein as if fully set forth herein.

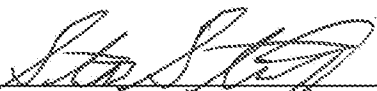
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the internal laws of the State of New York.

[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.

TAMPA BAY RAYS BASEBALL LTD.,
as Pledgor

By: 501SG, LLC, its Managing Partner

By: 
Name: STUART G. STEINBERG
Title: MANAGER

Accepted and Agreed:

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




By: Brian Kantarian
Name: Brian Kantarian
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005647 FRAME: 0451

**SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

| MARK | CLASS | APP. # | APP. DATE | REG. # | REG. DATE | STATUS |
|---|--------------|---------------|------------------|---------------|------------------|---------------|
| BURST PASS | 36 | 85/623,267 | 5/11/2012 | 4,320,043 | 4/16/2013 | REGISTERED |
| Class 36 – Financial services, namely, issuing stored value cards and providing stored value cards services. | | | | | | |
| ORLANDO RAYS | 41 | 85/085,146 | 7/23/2010 | 4,046,421 | 10/25/2011 | REGISTERED |
| Class 41 – Entertainment services, namely, providing news, information, all of the foregoing in the field of sports. | | | | | | |
| Rays 2008 Glint Design  | 14 | 77/697,969 | 3/24/2009 | 4,045,827 | 10/25/2011 | REGISTERED |
| Class 14 – Jewelry | | | | | | |
| Rays 2008 Glint Design  | 16 | 77/697,981 | 3/24/2009 | 4,139,419 | 5/8/2012 | REGISTERED |
| Class 16 – Paper goods and printed matter, namely, trading cards, printed baseball game programs, magazines and books featuring baseball, writing pads, note paper, notebooks, scrapbooks, greeting cards, postcards, mounted and un-mounted photographs, photograph albums, pens, pencils, non-electric erasers, art pictures, and art prints | | | | | | |
| Rays 2008 Glint Design  | 28 | 77/697,985 | 3/24/2009 | 4,139,420 | 5/8/2012 | REGISTERED |
| Class 28 – Toys and sporting goods, namely, stuffed toys, plush toys, foam toys, foam novelty items, namely, foam fingers, toy figures, dolls, bobbing head dolls, miniature baseball bats, toy necklaces, miniature toy baseballs, baseballs, holders for baseballs, autographed baseballs, golf balls, golf club head covers, baseball bases, baseball bats, batting gloves | | | | | | |